



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, FEBRUARY 16, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Mayor Pam Triolo

**PLEDGE OF ALLEGIANCE:** led by Commissioner Scott Maxwell

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

A. Presentation by Dr. Elvis Epps, Principal of Lake Worth High School

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

A. [Regular Meeting - February 2, 2021](#)

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

A. [Interlocal Agreement with Solid Waste Authority \(SWA\)](#)

B. [Authorization to increase the existing Purchase Order with Rehrig Pacific Co. for the procurement of Garbage Carts](#)

C. [Authorization of Purchase Order for Quicklime from LHoist North America of Alabama, LLC, for the Water Treatment Plant](#)

D. [Work Order #1 and First Amendment with B&B Underground Construction, Inc. for 6<sup>th</sup> Avenue South emergency manhole repairs](#)

E. [Change Order #1 with Foster Marine Contractors, Inc. for District 3, Year 3 outfall project](#)

F. [Resolution No. 03-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges](#)

G. [Resolution No. 04-2021 - Public Hearing - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 322 South L Street.](#)

H. [Resolution No. 05-2021 - Public Hearing - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 407 South Lakeside Drive.](#)

- I. [Proclamation declaring February 26-28, 2021 as National Eating Disorders Awareness Week](#)
- J. [Proclamation for 211 Awareness Week and 50th Anniversary](#)
- K. [Agreement to extend the deadlines referenced in the "Mediation Settlement Agreement" relating to the development of properties located at and 7 North B Street, 15 N B Street and 1602 Lake Avenue \(hereinafter "Project Properties"\).](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 2020-20 – Second Reading – amending Chapter 23 "Land Development Regulations" regarding changes to temporary uses, home occupations and several minor modifications related to development standards for parking and accessory dwelling units, and maintenance easements on zero lot line properties](#)

**LAKE WORTH BEACH ELECTRIC UTILITY:**

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

- 1) [Work Order No. 1 with Hooper Corp. for construction services for electric distribution System Hardening and Reliability Improvements](#)
- 2) [Ratification of Capital Project and Emergency Purchase Order\(s\) for the replacement of the Power Plant Unit GT2/S5 138kV underground cable](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**ADJOURNMENT:**

A.

Attachment - Draft Agenda - March 2, 2021

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR MEETING OF THE CITY COMMISSION  
CITY HALL COMMISSION CHAMBER  
TUESDAY, FEBRUARY 2, 2021 - 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Carla Blockson and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea.

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Carla Blockson.

**PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson.

**AGENDA - Additions/Deletions/Reordering:**

There were no changes to the agenda.

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Presentation by Nicole Patterson, Principal of North Grade Elementary  
Ms. Patterson relayed that North Grade Elementary was a dual language K-8 Title I school that opened in 1926 and had 43 classrooms in the main building, 17 concretables, a remodeled media center, four computer labs, a Science lab, Art and Music rooms, a parent center, a resource room, 12 Google certified staff, all classrooms had smartboards and every student had a Chromebook. She explained the student demographics and how the school grade was calculated. She spoke about the keys to the school's success such as staying positive during COVID, participation in motivating Reading Plus, Tutorial, Low 25% groups, I-Ready, Istation, Success Maker Academic programs, strategic use of support staff to target areas in need of improvement: small group instruction (Push in and virtual support during all Reading Blocks K-5 and all math blocks 3 -5), virtual parent training opportunities, before and after school tutorials and the extracurricular opportunities/clubs including virtual Band (beginning & advanced), virtual News Team, virtual Recorder Program, virtual Chorus, Special Olympics and PBSO's No Place for Hate & Shop with a Cop. She listed the many partnerships and grants that aided the school and the students. She said that the challenges and barriers were COVID 19, virtual learning/ hybrid teaching, having three schools in one with dual language/gifted/regular programs, a lack of oral language development due to cultural norms, attendance, parental participation, teacher retention and support, lack of early development learning and the transient population. She stated that the opportunities for growth included Google classroom/resources/certified teachers, computers in every child's hands, ensure the right interventions were in place to increase student gains, continue oral language development with all students, increase

explicit planning for whole and small group instruction, continue parent and community involvement and implement a summer program for non-English speaking students new to the program.

Vice Mayor Amoroso thanked Ms. Patterson and stated that he was stocking the school's food bank.

Ms. Patterson said that the students were going home on the weekends with backpacks filled with food. She expressed that the community had opened their hearts and their wallets.

Mayor Triolo said that the Mayor's Council would be working on attendance as well as honoring the teachers.

Ms. Patterson explained that the school was safe with protocols and social distancing and encouraged students to return to in person learning.

Commissioner Robinson asked if the SAC group was meeting and if the school was fully staffed.

Ms. Patterson replied that the meetings were both virtual and in person, depending on the attendees' preferences. She said that they were fully staffed but there were no substitute teachers.

### **COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Robinson: said that for the next 28 days there needed to be conversations about racial equity. He stated that there were candidate debates and was surprised that residents did not know that they could vote for a candidate from each district. He requested commitment to proceed with decisions from the work sessions and announced that applications were being received for the charter committee.

Vice Mayor Amoroso: reported that he had been very busy with meetings for all of the committees on which he served and that the Palm Beach League of Cities had a packet with legislative issues for the upcoming session. He said that there were three maps from the CRA for restaurants, shops and murals with location instructions. He stated that there were green bags that would be left downtown to use when shopping in place of plastic bags. He announced that there would be a forum regarding policing on the following Wednesday night at the Osborne Center.

Commissioner Blockson: announced that there were still volunteers working on the unity wall and she had attended the Haitian Church which had taken over the Scottish Rite; she was trying to visit the churches in the City to see what was needed.

Commissioner Maxwell: said that his focus was to help those without computer/internet access to have actionable results for obtaining vaccine information. He wondered if it was appropriate for the commission to have a plaque created for the unity wall since it was owned by residents,

not the City. Commissioner Blockson stated that the first part of the wall was reserved for a plaque and said it was a great idea. The commission gave consensus for a plaque.

Mayor Triolo: stated that the project on 10<sup>th</sup> Avenue North should be revisited regarding what the City could do to improve the grade. She said that new businesses were moving to the City and there were positive reports from the Gulfstream Hotel.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

Deborah Andrea, City Clerk, read the comments submitted by the following:

Diane Brown wrote that it was very important to continue with the dedication of six million dollars of sales tax money was set aside by the commission to rebuild the pool at the Casino building.

Don Rosenshine wrote that there was more enthusiasm for the pool at the Casino and the six million should not be reallocated to another project until the pool was completed.

**APPROVAL OF MINUTES:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the following minutes:

- A. Regular Meeting - January 5, 2021
- B. Regular Meeting - January 19, 2021

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Blockson and Robinson. NAYS: None.

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

**Action:** Motion made by Commissioner Maxwell and seconded by Commissioner Robinson to approve the Consent Agenda.

- A. Work Order #6 with the Paving Lady

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Blockson and Robinson. NAYS: None.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

- A. Clarification of Direction on 17 South M Street - Leisure Services Offices Relocation study

City Manager Bornstein stated that there was concern expressed about the building on S M Street and there was a feasibility study regarding moving the building. He explained that the scope had been limited and there was no language about Bryant Park; the commission had not approved nor discussed moving the structure to Bryant Park. He said that a feasibility study was still necessary regarding moving the building, but any mention of Bryant Park had been removed.

Comments/requests summary:

1. Mayor Triolo said that a Parks Master Plan was necessary and had been discussed for many years. She stated that there needed to be an understanding about what the residents wanted.

City Manager Bornstein apologized for creating confusion regarding Bryant Park.

2. Commissioner Robinson expressed pleasure in reconsidering decisions and was disturbed that the City would act as a developer, putting something in a neighborhood without speaking with the neighborhood. He said that there was an issue about what to do with the building and there was not enough planning about what to do with the area. He asked how many lots were in the five block area and suggested moving the building to the parking lot at the golf course.

City Manager Bornstein stated that the study would relay the costs and feasibility of moving the building which had historic value. He requested a motion for clarification.

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the feasibility study removing any mention of Bryant Park. **Motion was rescinded.**

City Clerk Andrea read the comments submitted by the following:

Cliff Kohlmeyer wrote in opposition to removing the historic structure.

Claudia Harrison, Chief Communications Officer at Compass Community Center, wrote in opposition to relocating the house at 17 S M Street.

Silvia Rotela wrote to oppose relocating the house at 17 S M Street.

Lisa Koeper wrote in opposition to moving the historic structure.

Diane Lombardo wrote that she was deeply troubled by the proposed L & M Street Project and the fate of 17 S. M Street.

Richard Stowe wrote in opposition to moving the structures at 17 S M Street.

Richard Guercio wrote that he opposed the project.

The following individuals read their comments via Zoom:

Chuck Royce said that it seemed from the comments that the house would not be moved to Bryant Park and therefore had no further comment.

Tom Conboy said that he was disappointed that the item had been approved at the previous meeting with old information.

City Manager Bornstein clarified that the Howard Park grant work was related to CBDG funding and had been submitted with information available at the time. He explained that the building on south M had been purchased for a potential parking garage, which fell through and that the CRA had been contacted to see if there was any interest in a project for the lot.

Mayor Triolo stated that a rendering had been put out when there was no project and residents were upset about a project that did not exist. She said that the residents had been upset for no reason because the cart was put before the horse.

City Manager Bornstein apologized for releasing data showing what could be built on the lot and said that there were no projects being considered at that time.

Mayor Triolo said that putting unapproved information out created confusion in the community.

Commissioner Robinson stated that the problem was with one building and the commission had a responsibility to express their ideas, direction and concerns to the public regarding a project that could go there. He said that he wanted further discussion with the CRA about a development that would blend with the neighborhood and stated that time was money and he was tired of putting decisions off.

Mayor Triolo reiterated the need for a Parks Master Plan. She said that Commissioner Robinson had spoken with developers about the ballfields without discussing the issue with the community. She said that there were no plans that warranted moving the building and requested that the study be put off until there was a project pending.

Commissioner Robinson said that a Parks Master Plan was off topic and it was the commission's responsibility to act on their investments as the City's underutilized assets were growing.

Commissioner Blockson said that the commission should give direction to staff, not the other way around and expressed frustration with no decisions being made. She suggested taking a pause before giving direction to the City Manager.

Vice Mayor Amoroso stated that an overall Parks Master Plan was needed, including addressing the issues at the golf course. He said that there were buildings in the parks and had been some at Bryant Park previously.

Commissioner Robinson stressed the need to move the development on South M Street forward and not talk about other issues.

Mayor Triolo stated that the property had to be used for parking because the land was purchased with sales tax money.

Commissioner Maxwell said that the issue would not be resolved at the meeting and stated that there should be a step back taken as there was no proposed project or developer to discuss.

Commissioner Robinson opined that the CRA should be given direction to incorporate the building into a development and make it the developer's problem.

Vice Mayor Amoroso iterated that a CRA bought land and put projects together to bring revenue to the City.

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to table funding a feasibility study until a project came forward that would necessitate moving the building.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Blockson. NAYS: Commissioner Robinson.

**NEW BUSINESS:**

A. Ordinance No. 2020-20 – First Reading – amending Chapter 23 “Land Development Regulations” regarding changes to temporary uses, home occupations and several minor modifications related to development standards for parking and accessory dwelling units, and maintenance easements on zero lot line properties

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2020-20 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 18 “UTILITIES,” ARTICLE 7 “STORMWATER UTILITY”, SECTION 18-103. – “ON SITE DRAINAGE” BY REQUIRING MAINTENANCE EASEMENTS FOR ZERO LOT LINE LOTS; AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS, BY ADDING A NEW SECTION 23.2-37. – “TEMPORARY USE PERMIT” TO CREATE AN APPROVAL PROCESS FOR TEMPORARY USES; AMENDING ARTICLE 3 “ZONING DISTRICTS,” DIVISION 1 “GENERALLY,” SECTION 23.3-6 “USE TABLES” TO ESTABLISH TEMPORARY USES PERMITTED BY ZONING DISTRICT; AMENDING ARTICLE 4, “DEVELOPMENT STANDARDS,” SECTION. 23.4-1. – “SECONDARY (ACCESSORY) DWELLING UNITS,” SECTION 23.4-6. – “HOME OCCUPATIONS,” SECTION 23.4-10. – “OFF-STREET PARKING” TO CLARIFY DEVELOPMENT STANDARDS RELATED TO ACCESSORY DWELLING UNITS AND PARKING AS WELL AS PROVIDE ADDITIONAL FLEXIBILITY FOR HOME OCCUPATION USES IN MIXED USE DISTRICTS, AND ADDING A NEW SECTION 23.4-22 – “TEMPORARY USES” TO ESTABLISH DEVELOPMENT REVIEW STANDARDS FOR TEMPORARY USES; BY AMENDING ARTICLE 5 “SUPPLEMENTARY REGULATIONS” SECTION 23.5-7. – “CONCURRENCY



MANAGEMENT AND PUBLIC FACILITY CAPACITY” TO REQUIRE MAINTENANCE EASEMENTS ON ZERO LOT LINE LOTS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

City Attorney Torcivia stated that the Mayor had discretion to have the presentation before a motion was made.

Erin Sita, Community Sustainability Assistant Director, stated that the ordinance was part of a series of amendments in 2020 to address code updates prioritized by the City Commission at the March 5, 2020 work session. She summarized that the proposed amendments in Exhibits A and H standardized access easement requirements for zero lot line lots, in Exhibits B and G added new Section 23.2-37. – Temporary Use Permit to create a new temporary use review permit process and review standards (Exhibit B) and created new Section 23.4-22 – Temporary uses to establish supplementary development standards for temporary uses (Exhibit G), in Exhibit C amended the City’s use tables to establish permitted temporary uses by zoning district, in Exhibit D clarified the size and construction standards for accessory dwelling units, in Exhibit E allowed for additional flexibility for home occupation office uses in mixed use districts and in Exhibit F clarified and consolidated parking requirements for accessory dwelling units (ADUs).

William Waters, Community Sustainability Director, explained that because there was a greater interest in working from home, a series of parameters and performance standards were created to allow a broader professional type of home occupation in properties already located in mixed-use districts. He iterated that the approval would be case by case basis through a conditional use approval in a preapproved project with a limited number of employees and clients. He said that there was a need for smaller office spaces that could eventually grow into bigger businesses that would require brick and mortar spaces. He stated that the change in parking for ADUs would not open up any other areas to ADUs.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Blockson to approve Ordinance No. 2020-20 on first reading and schedule the second reading and public hearing for February 16, 2021.

Comments/requests summary:

1. Commission Robinson stated that the amendments would eliminate any ADUs in single family dwellings.

Mr. Waters stated that ADUs were not allowed in single family areas and could be discussed by the various neighborhoods before staff would bring anything forward. He said that the existing ADUs were grandfathered in.

Vice Mayor Amoroso asked if staff would be bringing ADUs back, asked about home occupations in different districts and if sober homes would be allowed.

Mr. Waters replied that ADUs would be brought back at commission direction and that home occupations would only be allowed in mixed-use districts on a project by project

basis with a public hearing. He explained that it would be a limited allowance and medical was excluded, therefore no sober homes would be allowed.

Vice Mayor Amoroso wanted to ensure that the door would not be opened on uses that were not previously allowed, like medical billing with a large number of employees.

Mr. Waters stated that it would be difficult to get an approval and a business could only have a few employees.

City Manager Bornstein asked Mr. Waters why the use would be allowed.

Mr. Waters iterated that young people were starting businesses in their homes with one or two employees and people were working from home because of the pandemic, which was not allowed. He said that many small businesses had started and then moved into bigger spaces when the businesses grew; there was great interest in home occupations. He said that live-work units had more uses other than professional offices with commercial uses.

City Clerk Andrea read the comment submitted by the following:

Richard Stowe wrote to request that the commission remove the sixty percent formula of habitable floor area formula from ADUs.

Mr. Waters stated that the issues Mr. Stowe raised were not in the ordinance.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Blockson and Robinson. NAYS: None.

### **CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

### **CITY MANAGER'S REPORT:**

#### A. Leadership Academy

City Manager Bornstein said that the curriculum for the Leadership Academy, which had been brought forward by the commission, had been developed for residents and business owners with participation from the commission and staff, with site visits in the future. He stated that the program would start in the next month or so to show residents what took place in the City, including the challenges facing staff and the commission. He said that a contract for Racial Equity And Leadership (REAL) 102 would be brought back for commission consideration and there had been positive feedback on REAL 101 from the staff participants. He stated that the City would be watching PBSO's criminal justice program with interest and that working with Healthier Lake Worth would provide valuable data for visioning sessions and moving forward. He said that better days were ahead after a tough year and expressed gratitude for the positive energy in the City.

B. Capital Projects (CIP)

City Manager Bornstein said that he had received requests for information about CIP. He stated that the projects were over \$150 million dollars and a written report would be brought back to the next meeting with data showing the funding sources for the projects and how much investment the City had done and was continuing to do at the commission's direction.

**ADJOURNMENT:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Blockson to adjourn the meeting at 7:56 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Blockson and Robinson. NAYS: None.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: February 16, 2021

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Interlocal Agreement with Solid Waste Authority (SWA)

**SUMMARY:**

The Interlocal Agreement with the Solid Waste Authority authorizes the City to deliver municipal solid waste to designated SWA facilities and participate in the recycling revenue sharing plan.

**BACKGROUND AND JUSTIFICATION:**

The City and the Solid Waste Authority have been parties to the Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities since August 17, 1994. The City and SWA entered into an updated Interlocal Agreement on May 1, 2018 to incorporate the City's change of its recycling program to dual stream and receive a revenue share from SWA for recyclables. The latest update to the Interlocal Agreement incorporates new changes to regulations in the recycling and solid waste industry that are memorialized between both agencies. The new Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and For a Municipal Revenue Sharing Recycling Program will replace the existing 2018 agreement.

**MOTION:**

Move to approve/disapprove the Interlocal Agreement with the SWA.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Interlocal Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	3,000	3,000	3,000	3,000	3,000
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	YTD Revenues	
410-0000-343-40-55	Solid Waste Recycling Residential	N/A	25,000	24,629.32	370.68	

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE  
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING  
RECYCLING PROGRAM**

**THIS** Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "AUTHORITY", and the **CITY OF LAKE WORTH BEACH**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

**WITNESSETH:**

**WHEREAS**, the AUTHORITY has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

**WHEREAS**, the CITY desires to work in cooperation with the AUTHORITY to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

**WHEREAS**, in addition, the CITY provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

**WHEREAS**, the CITY wishes to participate in a coordinated county-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

**WHEREAS**, the CITY together with the AUTHORITY recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the AUTHORITY, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.
2. Definitions:  
**Acceptable Load** – Any load of otherwise Designated Recyclables that contains no Prohibited Material with the Container component containing a maximum of 12% Contamination and the Fiber component containing a maximum of 5% Contamination.

**Acceptable Material** – Designated Recyclables as defined herein.

**Collector** - Private Hauler or Self Haul CITY as applicable

**Combined-Haul City** – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the AUTHORITY.

**Containers** – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

**Contaminated Recyclable Material** – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

**Contamination** – Any material not included in the definition of Designated Recyclables.

**Corrugated Cardboard** – Containers having liners of either test liner, jute, or kraft.

**Designated Facility** – The AUTHORITY's Recovered Materials Processing Facility (RMPF), the AUTHORITY's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the AUTHORITY or any other sites designated by the AUTHORITY for recycling. The AUTHORITY reserves the right to add or delete approved facilities with reasonable notice.

**Designated Recyclables** – Fiber and Containers as defined herein or other materials as the AUTHORITY may designate.

**Equivalent Residential Unit (ERU)** – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

**Fiber** – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

**Mixed Paper** – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

**Municipal Solid Waste or MSW** – Garbage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

**Net Revenue** – Residential Recovered Materials Revenue minus Processing Cost.

**Private Hauler** – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the CITY.

**Processing Cost** – The sum(s) due and payable to the contract operator of the RMPF by the AUTHORITY.

**Prohibited Material** – Hazardous, medical or biological waste.

**Public/Self Hauler** – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

**Recovered Materials Processing Facility (RMPF)** – A facility owned by the AUTHORITY that processes Recyclable Material.

**Recyclable Material** – Includes Containers and Fiber.

**Residential Recovered Materials Revenue** – Total earned revenue from the sale of designated Residential Recovered Materials.

**Residential Recovered Materials** – Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

**Self-Haul City** – A municipality that collects its own Residential Recovered Materials and delivers it to the AUTHORITY or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the AUTHORITY.

**Sorted Office Paper** – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

**Sorted White Ledger** – White ledger or computer printout paper.

**Unacceptable Load** – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

**Unacceptable Material** – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the AUTHORITY and the CITY which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.
4. The CITY agrees that all MSW and Designated Recyclables collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.
5. The CITY agrees to cooperate with the AUTHORITY to provide all necessary and required information to the AUTHORITY in a timely manner so that it can be determined if the CITY's MSW and Designated Recyclables are being delivered to a Designated Facility.



6. The AUTHORITY agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the AUTHORITY'S budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the AUTHORITY for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the CITY in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul City or a Combined-Haul City. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.
7. The CITY will reimburse the AUTHORITY for the cost of the bins provided for the initial city-wide distribution in 2018 through an offset of the CITY'S Recycling Revenue Share until the AUTHORITY is fully reimbursed.
  - a. The parties agree that the reimbursement will be facilitated through a 50% / 50% split of the CITY'S future Recycling Revenue Share, with 50% retained by the AUTHORITY and 50% remitted to the CITY until such time that the cost of the bins, containers and carts is fully reimbursed. The CITY agrees to reimburse the AUTHORITY for the cost of the bins using the funds from the CITY'S portion of the Recycling Revenue Share.
  - b. The CITY agrees to follow the AUTHORITY'S recycling webpage template to educate CITY residents on the AUTHORITY'S dual stream program; and,
  - c. Provide staff and resources to assist the AUTHORITY'S public education effort and address CITY resident concerns.
8. The AUTHORITY agrees to maintain its Designated Facilities to ensure adequate capacity for the CITY's MSW and Designated Recyclables to operate within all applicable local, state and federal environmental guidelines.
9. Collection of Designated Recyclables
  - A. Residential

Individual residents/homeowners shall be encouraged by the CITY to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the AUTHORITY the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

The AUTHORITY retains the right to modify the manner in which materials are set out for collection with reasonable notice to the CITY. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the CITY to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted White Ledger, Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the CITY and the AUTHORITY.

The AUTHORITY reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the CITY with reasonable notice to make those changes.

10. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the AUTHORITY and the CITY may enter into a separate agreement to provide for payment to the CITY for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the AUTHORITY.

11. Transportation and Equipment

The CITY shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The AUTHORITY or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the CITY, at no charge to the CITY, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

12. Improperly Prepared and Sorted Recyclable Materials

When a Collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

- A. The Collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable

containers. The Collector shall leave an AUTHORITY and/or CITY approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the CITY or AUTHORITY recycling coordinator for further information. Upon request of the CITY, the AUTHORITY will provide rejection procedure training for the route drivers. The AUTHORITY and the CITY will consult and evaluate the extent of the need for such training, which shall be provided by the AUTHORITY.

As a means of strengthening the CITY's ability to have its Collector fulfill the CITY's recycling needs, the CITY agrees to notify the AUTHORITY when preparing the CITY's future Request for Proposals or Bid for collection services.

- B. It shall be the responsibility of the CITY or its Collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the CITY shall notify the AUTHORITY, who shall then assist the CITY in resolving the problem.

### 13. Recycling Containers

The AUTHORITY shall provide eighteen (18) gallon yellow and blue recycle bins, twenty five (25) gallon blue recycle containers, ninety-six (96) gallon yellow and blue recycle carts, and may provide any other bin size and type that the AUTHORITY determines will help increase recycling volume. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the CITY'S responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the AUTHORITY.

### 14. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

### 15. Delivery of Unacceptable Loads

If the CITY delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the CITY or its Collector will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The AUTHORITY will notify the CITY

or its Collector immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the AUTHORITY may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the CITY.

16. Promotion and Education Responsibilities

The AUTHORITY will provide recycling containers and assist in promoting and educating residents within the CITY in an effort to increase recyclable tonnages and reduce Contamination.

17. Delivery of Designated Recyclables

The CITY agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the CITY be delivered to Designated Facilities as defined herein. The CITY will take such action as is necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

18. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The AUTHORITY will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

19. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

20. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the AUTHORITY:	For the CITY:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	City of Lake Worth Beach 7 North Dixie Highway Lake Worth Beach, FL 33460 Attention: City Manager

21. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective as of the day and year first above written:

**As to the AUTHORITY:**

WITNESSES:

SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Daniel Pellowitz, Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

SOLID WASTE AUTHORITY OF PALM  
BEACH COUNTY

\_\_\_\_\_  
General Counsel to the Authority

\_\_\_\_\_  
Sandra J. Vassalotti, Clerk to the Authority

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(Affix SWA Seal)**

ATTEST:

**As to the CITY:**

\_\_\_\_\_

\_\_\_\_\_

**(Affix Municipal Seal)**

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
CITY

Date: \_\_\_\_\_

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Authorization to increase the existing Purchase Order with Rehrig Pacific Co. for the procurement of Garbage Carts

**SUMMARY:**

The authorization to increase the existing Purchase Order by \$27,500 with Rehrig Pacific Co. will allow additional garbage carts to be purchased which exceeds the \$50,000 procurement threshold.

**BACKGROUND AND JUSTIFICATION:**

The Solid Waste and Recycling Division is actively engaged in the regular collection of household and commercial garbage materials. These materials are collected via black garbage carts and as the carts age, become damaged, or are stolen, staff replaces them accordingly. The City utilizes Rehrig Pacific Company, member of the US Communities cooperative purchasing agreement to procure these cart materials. The existing Purchase Order issued on October 6, 2020 for \$49,999.00 has been determined to be insufficient to cover the replacement needs for fiscal year 2021 and additional funds in the amount of \$27,500.00 are required to make an additional cart order. The shortage of carts is a result of a large increase by the residents for new and replacement carts due to excessive wear, theft and damage. The annual cart replacement budget is \$120,000 and funds are available within the Solid Waste operational funds.

**MOTION:**

Move to approve/disapprove increasing Purchase Order 183700 with Rehrig Pacific Co. by \$27,500.00 for the purchase of replacement garbage carts.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Purchase Order  
US Communities Contract

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	27,500	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>27,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
410-5082-534-52-32	Operating Supplies / Dumpsters/ Receptacles	N/A	120,000	30,001	27,500	2,501.00





**BLANKET ORDER**  
**City of Lake Worth Beach**

Purchasing Division  
 7 North Dixie Hwy  
 Lake Worth Beach, FL 33460-3725

<b>PURCHASE          ORDER NO.          183700</b>
--

DATE: 10/6/2020

**VENDOR PHONE:** (407)857-0900  
**VENDOR FAX:** ( ) -  
**VENDOR #:** 1568  
**VENDOR ADDRESS:** REHRIG PACIFIC COMPANY  
 7452 PRESIDENTS DRIVE  
 ORLANDO, FL 32809

**SHIP TO:** CLW SANITATION DEPARTMENT  
 1880 2ND AVENUE NORTH  
 LAKE WORTH, FL 33461

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

<b>DELIVER BY</b>		<b>REQUISITION #</b>	<b>REQUISITION DATE</b>	<b>CONFIRMED BY</b>	
11/30/2021		0000040373	10/05/2020	ROB ECK	
<b>FOB</b>		<b>ACCOUNT NUMBER</b>	<b>PAYMENT TERMS</b>	<b>AUTHORIZED BY</b>	
DESTINATION		See Summary Page	DAYS NET: 0	CASETRA THOMPSON	
<b>ITEM #</b>	<b>QUANTITY/ UNIT</b>	<b>DESCRIPTION ARTICLE OR SERVICE</b>		<b>UNIT COST</b>	<b>EXTENDED COST</b>

BLANKET PURCHASE ORDER FY 2020-2021 NEW GARBAGE CA  
 Effective date: 10/05/2020  
 Expiration date: 11/30/2021  
 Not to exceed: 49,999.00


9999

PURCHASE OF NEW GARBAGE CARTS  
 95 gallon EG CARTS BLACK OR GREEN CARTS  
 WITH BLACK  
 LIDS WITH 10" SNAP ON WHEELS INTERGRATED  
 SPACER

**City of Lake Worth Purchase Order Standard Terms & Conditions**  
 Please refer to our website <http://www.lakeworth.org/business/bids/>

<b>TOTAL PURCHASE AMOUNT</b>	<b>\$0.00</b>
------------------------------	---------------

Send Original and One Copy of Invoice to: <b>ACCOUNTS PAYABLE</b> <b>CITY OF LAKE WORTH</b> <b>7 N DIXIE HWY</b> <b>LAKE WORTH, FL 33460-3725</b>
---

AUTHORIZED SIGNATURE: 

<b>Sales and Tax Exempt</b> <b>Certificate Number 85-8012621617C-7</b>
---



**BLANKET ORDER**  
**City of Lake Worth Beach**

Purchasing Division  
 7 North Dixie Hwy  
 Lake Worth Beach, FL 33460-3725

<b>PURCHASE          ORDER NO.          183700</b>
--

DATE: 10/6/2020

**VENDOR PHONE:** (407)857-0900

**VENDOR FAX:** ( ) -

**VENDOR #:** 1568

**VENDOR ADDRESS:** REHRIG PACIFIC COMPANY  
 7452 PRESIDENTS DRIVE  
 ORLANDO, FL 32809

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<b>FOB</b>		<b>ACCOUNT NUMBER</b>	<b>PAYMENT TERMS</b>	<b>AUTHORIZED BY</b>	
DESTINATION		See Summary Page	DAYS NET: 0	CASETRA THOMPSON	
<b>ITEM #</b>	<b>QUANTITY/ UNIT</b>	<b>DESCRIPTION ARTICLE OR SERVICE</b>		<b>UNIT COST</b>	<b>EXTENDED COST</b>

Account	Project	Amount
41050825345232		49,999.00

**SUPPLEMENTAL AGREEMENT NO. 1**

Contract Number: **RFP-00254**

Contract Title: **Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services**

Contractor: **Rehrig Pacific Company  
4010 E 26<sup>th</sup> Street  
Los Angeles, CA 90058**

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract, and shall add the following sentence to Article 8 of the Contract:

The Contractor may offer additional incentive discounts to the County, or any member of U.S. Communities, at any time during the Contract term including any renewal or extension thereof.

**All other terms, covenants and conditions of the original Contract shall remain in full force and effect.**

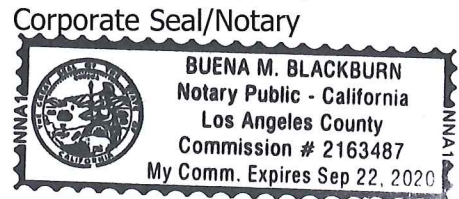
IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. RFP-00254, Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services.

Contractor  
By: [Signature]  
Name: Rajesh J. Luhar  
Title: CFO  
Date: July 26, 2018

Miami-Dade County  
By: [Signature]  
Name: Carlos A. Gimenez  
Title: Mayor  
Date: 7/30/18

Attest: [Signature]  
Corporate Secretary/Notary  
Buena M. Blackburn, Notary Public

Attest: [Signature]  
Clerk of the Board



Approved as to form and legal sufficiency  
[Signature]  
Assistant County Attorney



Rajesh J. Luhar, who proved to me on the basis of satisfactory evidence to be the person who appeared before me. A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document



October 1<sup>st</sup>, 2018

**Quarterly Pricing Adjustment – Rehrig Pacific Recycling Roll Carts (35, 65, and 95 Gallon) – Contract Number 00254**

All,

Rehrig Pacific appreciates the continued business and partnership and is notifying you that they are willing to extend the U.S. Communities contract with exclusive pricing based on the size and scope of the business with your City. The pricing below will change due to the cost of resin as of October 1<sup>st</sup>, 2018. Rehrig Pacific will adjust for resin every 90 days comparing original resin pricing to current resin pricing. Rehrig will adjust the base pricing off of material, HDPE resin, at \$0.690/lb as published in the Chem Data Index (CDI) for October 2018.

Rehrig Pacific will also allow for LTL order quantities. Resin at that time was \$0.690/lb. I will attach the CDI documents for reference during each quarterly adjustment. For further documentation regarding the U.S. Communities contract please visit the website below:

<http://www.uscommunities.org/suppliers/rehrig-pacific/rehrig-pacific-contract/>

**TL quantities, delivered pricing, includes tag.**

Product Description	Bid Pricing	HDPE Resin \$/lb Oct '18	HDPE Resin \$/lb (Current)	Resin \$/lb Increase	Resin Weight Per Container	Total \$ Increase	New Cart Price
95 Gallon Roll Out Cart	\$52.88	\$0.690	\$0.690	\$0.00	34 lbs	\$0.00	\$52.88
65 Gallon Roll Out Cart	\$45.48	\$0.690	\$0.690	\$0.00	27.5 lbs	\$0.00	\$45.48
35 Gallon Roll Out Cart	\$40.42	\$0.690	\$0.690	\$0.00	17.9 lbs	\$0.00	\$40.42

**LTL quantities, plus freight, includes tag.**

Product Description/minimum order quantity	Bid Pricing	HDPE Resin \$/lb Oct '18	HDPE Resin \$/lb (Current)	Resin \$/lb Increase	Resin Weight Per Container	Total \$ Increase	New Cart Price
95 Gallon Roll Out Cart (112 units)	\$48.70	\$0.690	\$0.690	\$0.00	34 lbs	\$0.00	\$48.70
65 Gallon Roll Out Cart (112 units)	\$41.43	\$0.690	\$0.690	\$0.00	27.5 lbs	\$0.00	\$41.43
35 Gallon Roll Out Cart (112 units)	\$36.56	\$0.690	\$0.690	\$0.00	17.9 lbs	\$0.00	\$36.56

7452 Presidents Drive – Orlando, FL 32809  
407-857-3888

[www.rehrigpacific.com](http://www.rehrigpacific.com)

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

# Rehrig Pacific Company

Thank you for your time and consideration of Rehrig Pacific Company. If you have any questions or would like additional information, please contact me at 904-528-6139 or via email at mcallier@rehrig.com.

Respectfully submitted,

Accepted by:

*Matthew Callier*

---

Matthew Callier  
Sales Representative  
mcallier@rehrigpacific.com  
904-528-6139

---

Authorized Representative Signature

---

Authorized Name and Title      Date

cc: Lisa Perkins, Mike Natelborg, Christal Blaim

7452 Presidents Drive – Orlando, FL 32809  
407-857-3888

[www.rehrigpacific.com](http://www.rehrigpacific.com)

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services  
Contract No. 00254

THIS AGREEMENT made and entered into as of this 5 day of Oct. 2016 by and between Rehrig Pacific Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 4010 East 26<sup>th</sup> Street, Los Angeles, CA 90058 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide waste carts, recycling carts, cart parts, bins and related products and services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00254 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 4, 2016, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such waste carts, recycling carts, cart parts, bins and related products and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00254 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.

- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Rehrig Pacific Company and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 00254 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on date indicated on Page 1 of this agreement and shall continue through the last day of the 60 month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the



Contractor, upon approval by the Board of County Commissioners.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

- a) to the Project Manager:  
Miami-Dade County  
Department of Solid Waste Management  
Attn: Deputy Director for Waste Operations  
Phone: 305-514-6689

and,

- b) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Assistant Director  
Phone: (305) 375-2363  
Fax: (305) 375-2316  
E-mail:

**(2) To the Contractor**

Rehrig Pacific Company  
4010 East 26<sup>th</sup> Street  
Los Angeles, CA 90058  
Attention: Mr. Matt Callier  
Phone: 407-857-3888  
Fax: 407-857-0900  
E-mail: mcallier@rehrig.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix B, Payment Schedule (Miami-Dade County), Appendix C, U.S. Communities National Pricing Schedule and Appendix D, National Freight Averages for Participating Public Agencies. The

County or any Participating Public Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County or Participating Public Agency and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

#### **ARTICLE 8. PRICING**

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

Product Description	Resin Weight Per Container
95/96 Gallons	34.1 lbs.
64/65 Gallons	27.5 lbs.
34 Gallons	17.9 lbs.

The February 2016 Chemical Data Index of \$.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

#### **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule, Appendix C – U.S. Communities National Pricing Schedule for Participating Public Agencies or Appendix D - National Freight Averages for Participating Public Agencies. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County,

shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Department of Solid Waste Management  
8801 NW 58<sup>th</sup> Street  
Doral, Florida 33172  
Attention: Cart Program Manager  
Phone: (305) 514-6336

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 N.W. 1st Street  
Suite 1300  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

**ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on

parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the

County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to



the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under

subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. FORCE MAJEURE**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Article.

**ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

**ARTICLE 29. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 30. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

### **ARTICLE 31. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, including but not limited to all data related to customer service requests, (e.g., requests received, processed and returned), and to all cart inventory related data (e.g., carts received, distributed and remaining), which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of the County shall become the property of the County. All rights, title and interest in and to any patents and patent applications on any inventions invented by employees of Contractor shall become the property of Contractor. All rights, title and interest in and to any patents and patent applications on any inventions invented jointly by employees of the County and Contractor shall become the joint property of the County and Contractor.
- c) The County shall have a non-exclusive, royalty-free, perpetual license to use any feature added by Contractor at the specific request by the County to the extent such feature was not already in Contractor's product roadmap or pipeline or development or patent application. Such license to use shall not include access to source code.
- d) Upon expiration of this Agreement, Contractor shall deliver to the County all the data relating to the County's residents and inventory residing in its system(s). Such data shall be provided in a standard electronic unencrypted format, such as CSV, comma delimited flat file or similar, within 14 days of request. If requested by the County, Contractor shall provide a sufficient number of hours of technical assistance to effectuate an adequate transition, as determined by the County, to another system, at the rate of \$150 per hour. After expiration, the County shall have a non-exclusive, royalty-free, perpetual license to use, copy, modify, or publish any printed materials provided by Contractor to County. Such license shall be limited to the benefit of the County and its residents, and shall not extend

to any third party outside the County.

- e) The County acknowledges that no license to any software shall be provided past termination unless otherwise agreed in writing. Contractor is to provide hosted services to the County that are accessible to the County under this Agreement on a subscription-based arrangement and that such access will be suspended at termination unless otherwise agreed in writing.
- f) Contractor acknowledges that the County is not agreeing to hold any information in confidence and that any statement or legend to the contrary shall be void and have no effect.

### **ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST**

#### a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code) (Ordinance 97-35)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
  
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
12. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
13. **Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
14. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
15. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
18. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 33. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating



contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### **ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 35. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 36. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion,

fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

#### **ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 38. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 39. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

**ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128**

**ARTICLE 42 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE**

As permitted under the rule published at 80 FR 54407, the County is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).

This notice shall constitute the documentation of this decision as required, and shall be deemed incorporated into the County's internal procurement policies.

**ARTICLE 42. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

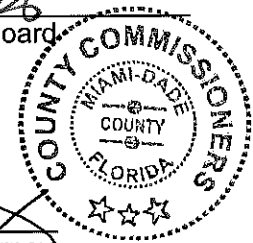
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor  
Rehrig Pacific Company  
By: [Signature]  
Name: Rajesh J. Luhar  
Title: CFO  
Date: 8/15/2016

Miami-Dade County  
By: [Signature]  
Name: Carlos A. Gimenez  
Title: Mayor  
Date: 10/4/16

Attest: [Signature]  
Corporate Secretary/Notary Public  
Buena M. Blackburn, Notary Public  
My Commission expires: Sept. 22, 2016

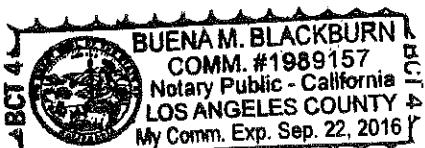
Attest: [Signature]  
Clerk of the Board



Approved as to form and legal sufficiency  
[Signature]  
Assistant County Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles  
Rajesh J. Luhar, who approved to me upon satisfactory evidence to be the person who appeared before me.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



## APPENDIX A – SCOPE OF SERVICES

### **1.1 BACKGROUND**

Miami-Dade County, Florida (County) is registered through U.S. Communities Governmental Purchasing Alliance as a lead public agency. The County, as a lead public agency, conducted a competitive solicitation on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") for a complete line of Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services (herein "Products and Services").

Participating Public Agencies that desire to engage Contractor for all or part of the products and services described in this Agreement shall refer to the Master Intergovernmental refer to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) through U.S. Communities Governmental Purchasing Alliance.

The Contractor shall be responsible for the manufacturing and delivering of waste carts, recycling carts, cart parts, bins and related products and services. In addition, the Contractor shall provide an asset management system that will enable the County to track and manage waste carts, recycling carts, and bins. All products and services provided under this contract are to be a part of a robust turn-key waste and recycling cart solution which will allow the County and Participating Public Agencies to address their respective waste and recycling needs utilizing a single contractor.

### **2.1 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all Federal, State, and local governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **2.2 CART SPECIFICATIONS**

All carts shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to. The following specifications supersede the standards listed above, where applicable:

- a.) The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm<sup>3</sup>. The Melt Index (MI) of the HDPE must be, at minimum, 4.0.
- b.) The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The Ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technologically advanced equivalent, thus ensuring maximum protection from the elements.
- c.) The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
- d.) The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
- e.) The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
- f.) The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.

- g.) The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
- h.) The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
- i.) The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
- j.) The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
- k.) The cart lifting section shall be permanently molded into the cart by the manufacturer.
- l.) The carts shall be equipped with a factory installed metal grab bar.
- m.) With the exception of the metal axle, and possibly the metal grab bar, there shall be no other metal attachments, metal framing, or nuts and bolts on cart.

### **2.3 CART COMPATIBILITY WITH TRUCK LOADING SYSTEM(S)**

Carts are required to be compatible with standard truck mounted cart grabbing system(s) where the vehicle's arm empties the cart contents into the vehicle's waste receptacle. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and inverts it while preventing it from falling into the truck hopper. The cart shall function regularly and efficiently with a mechanized collection system.

### **2.4 CART LID AND HANDLE**

The cart lid shall be a one-piece construction and be manufactured from the same material and color as the cart body unless otherwise specified by the County. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING", at the County's discretion. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open using gravity as the cart is dumped. The lid shall open to a position of 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart.

The cart lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. The lid shall not blow open during inclement weather conditions. Users of the cart should be able to conveniently and easily open and close the lid throughout the serviceable life of the cart. The cart lid and body must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools. Lids will not have a locking device.

Handle attachments must be of durable construction and may be integrally molded or metal.

**2.5 CART WHEELS**

Each cart shall be furnished with two (2) plastic molded, minimum 1 3/4" cross-section snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

- a) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
- b) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- c) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

The County, at its sole discretion, may opt to request that each cart be furnished with two (2) rubber wheels. The wheels shall consist of a minimum 1 3/4 inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

- d) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches.
- e) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- f) Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

**2.6 CART AXLE**

Each cart shall be furnished with a 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

**2.7 CART MARKINGS**

- a) **Manufacturer Information:** Carts shall be permanently identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating and 5) volumetric capacity.
- b) **Standards:** Carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards. If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-1996 or latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-1996 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."
- c) **Logo:** The County's logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. Decals, stickers or surface paint are not acceptable. In order to maintain consistency with existing cart markings, the County requires the exact, or minimally altered, logo appearance as is currently utilized. Size variations shall not exceed 1/2 inch in any direction. Final art approval is at the discretion of the County. The logo shall be in the shape of a rectangle and sizes shall be per cart size, as follows:

- i. 95/96 Gallon Cart - 7" H x 11 1/4 W



- ii. 64/65 Gallon Cart - 6" H x 9" W
- iii. 35 Gallon Cart - 3" H x 6" W

The County reserves the right to change the shape and sizes of the logo if deemed necessary.

- d) Required Cart Identification: A serial number must be placed in at least one (1) location using materials and an application method that is highly durable and appropriate to the weather and waste environment. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked (as received upon delivery), with a preferred location above the County logos on either side. The Contractor will include the ongoing ability to view the serial number under normal wear and tear conditions in an exposed environment in the cart warranty. The Contractor may offer relevant options for upgraded, alternate methods and/or a method of replacing lost/damaged serial numbers. Acceptance of alternatives shall be at the discretion of the County. The starting number shall be determined by the County, and updated upon request.
- e) Instructions for Use of Cart: All cart lids shall be clearly embossed with raised letters and inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in up to three languages, to include English, Spanish and Creole, and will be finalized by the County prior to an order being placed. The County shall reserve the right to change the verbiage or request the verbiage in another language other than those listed below as long as it is provided by the County to the Contractor prior to cart production.
  - i. The language for waste carts should be customizable and shall include at least the following:
    - Property of Miami-Dade County
    - For Customer Service Call 311
    - Keep Lid Closed
    - This Side Toward Street
    - No Construction Material
    - No Flammable Material
  - ii. The language for recycling carts should be customizable and shall include at least the following:
    - Property of Miami-Dade County
    - For Customer Service Call 311
    - Keep Lid Closed
    - This Side Toward Street
    - Recyclable Materials Only
- f) Recycled Content Symbol: To comply with Florida State Law relating to identification of recycled plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on all carts or lids. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

## **2.8 BAR CODE/SERIAL NUMBER LABEL FOR RETROFIT**

The Contractor shall provide bar code/serial number labels that may be permanently adhered to existing carts. Labels shall be made of durable plastic, use permanent adhesive and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle

resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The bar code/ serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

### **2.9 RFID LABEL FOR RETROFIT OF EXISTING CARTS**

The Contractor shall provide RFID/serial number labels that may be permanently adhered to existing carts for various manufacturers. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The RFID/serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

### **2.10 COLOR IN MOLD LABELS (OPTIONAL)**

At the discretion of the County, the Contractor's cart/recycling bin(s) may be requested to have color in mold labels as an alternative/additional feature to the County's logo, or other identifying information such as the barcode/RFID labels.

### **2.11 RFID HARDWARE FOR NEW CARTS**

The Contractor shall provide embedded RFID tag technologies that allow for the tracking and distribution of the carts purchased by the County. The Contractor shall produce and ship carts and associated containers with the embedded UHF RFID tag that has been pre-configured and programmed at the Contractor's production facility. This is a feature that may be elected by the County and shall be tied to compatible RFID readers integrated into the operating software system that allow for tracking, distribution, and assignment.

At a minimum, the RFID Hardware, RFID tag reader device(s), and associated software functionality shall be as follows:

- a) RFID tag must be installed within the cart container body, with no exposure to the outside elements. RFID tags affixed to the container lid or placed inside of the container are unacceptable. The serial number/bar code shall contain ten (10) total alphanumeric digits, including a three (3) digit prefix that indicates the container size, city/brand plate identification and type, followed by a unique seven (7) digit serial number. The serial number bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable.
- b) Contractor is required to establish for the County and maintain a web based software system that allows for an electronic database to be viewed and edited by authorized County personnel. The software system (System), at a minimum, shall provide information as to specific RFID data and associated information for all products and services purchased as a result of this contract. The System must be capable of including each cart container's RFID tag, container size, container type, and assignment address. The System should be capable of exporting County data in a flat file upon request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.
- c) RFID tag inlay must be passive Gen 2 UHF tag and have an optimal operating frequency of 860-960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol.

- d) RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
- e) RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

### **2.12 RFID TAG READER DEVICE - MINIMUM REQUIREMENTS**

The Contractor must supply and maintain hand-held RFID tag readers which are compatible with the RFID tags installed in the carts as specified above. The County prefers that this reader also read existing Bar Codes. The readers should be reasonably lightweight, user-friendly, possess extended battery life, and be ruggedized and capable of operating via a choice of connection options (cellular service or Wi-Fi). The readers must be capable of a wired download as a back-up solution should there be a network problem and retain all data until the network is available.

The Contractor shall supply all required accessories to operate the reader devices in the field. This shall include but not be limited to a wall charger, car charger, and a case or holster as appropriate to the design of the reader.

The reader device, must include at minimum, a one (1) year warranty. In addition, options for extended warranties to include pricing should be made available by the Contractor. Defective units will be returned to the Contractor for replacement within 30 days. The Contractor shall replace the returned item within ten (10) business days from the date of receipt of the defective reader. The Contractor must include appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point. etc. as appropriate) for County users at no additional cost.

### **2.13 CART SPARE PARTS**

The Contractor shall make available for purchase: new, and/or post-consumer recycled parts compatible with the carts purchased by the County under this contract. All parts supplied will meet ANSI Standards and manufacturer's specifications and standards for parts currently being distributed on new 35, 64/65, and 95/96 gallon waste carts and recycling carts specified in Section 2.2. Cart Specifications. Original spare parts shall be throughout the ten (10) year warranty period of each cart.

### **2.14 CART TRAINING COURSE**

The Contractor shall provide the County with a one-time training course which will cover detailed cart assembly and repairs within 30 days from the: 1) initial purchase order or, 2) purchase orders of new types of carts/bins. This course must be provided in real-time with an opportunity for questions and answers but may take place virtually. This course will be at no cost to the County.

### **2.15 RECYCLING BIN SPECIFICATIONS**

All recycling bins shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update, or equivalent. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to.

The following specifications supersede the standards listed above where applicable:

- a) The bin shall be made from high density polyethylene containing a minimum of twenty (20%) post-consumer recycled plastic.
- b) The bin material shall contain ultra violet stabilizers and be resistant to fading or breakage due to the exposure of sunlight. An ultraviolet inhibitor shall be added at a minimum of 2%

by weight, or technological equivalent, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts/bins or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.

- c) The bin shall be new, unused and clean.
- d) The bin shall have capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
- e) The bins shall be rectangular in shape with solid sides as opposed to open grid sides.
- f) The bin material shall have no sharp edges.
- g) The bin drainage design must allow the retention of small amounts of liquid spillage while allowing for drainage of precipitation.
- h) The bin shall have a nesting ratio of greater than or equal to 3.5 to 1 to allow for economical storage for containers.
- i) The County's logo and additional program information shall be inscribed or hot Stamped in white color on the front of the bin. Decal stickers or surface paint are not acceptable. The logo shall be a 4 ½" H x 9" W rectangle.
- j) Recycled Content Symbol: To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

#### **2.16 COLOR CHOICE(S) FOR CARTS/RECYCLING BINS**

The Contractor must provide color catalogs of all possible color options to include standard and special order. Up to eight (8) sample swatches of colors may be requested at no cost to the County. The County reserves the right to change the color of the cart and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period.

#### **2.17 DELIVERY OF CARTS/ RECYCLING BINS**

The Contractor shall make deliveries of waste carts, recycling carts, cart parts and bins to the County within 45 calendar days after the date of the purchase order. In cases where the delivery and availability will be delayed, the Contractor shall notify the County within 48 hours from the date of the purchase order. If the County approves, a revised delivery schedule may be established.

The Contractor shall furnish the following per order at the time of order delivery, at no cost to the County:

- a) Ten (10) instruction manuals for each cart/recycling bin size or type.
- b) One (1) digital instruction manual for each cart/recycling bin size or type.
- c) Ten (10) copies of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of each cart/recycling bin size or type.
- d) One (1) digital copy of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used for the manufacturing of each cart/recycling bin.

#### **2.18 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The Contractor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the County authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

- a) purchase order number
- b) date of order
- c) a complete listing of items being delivered
- d) range of serial numbers of carts being delivered, and
- e) back-ordered quantities and estimated delivery of back-orders, if applicable.

## **2.19 CART/RECYCLING BIN WARRANTY REQUIREMENTS**

### **2.19.1 Cart Warranty**

The Contractor shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer shall replace defective carts/ parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

### **2.19.2 Recycling Bin Warranty**

The contractor shall fully guarantee the performance of the recycling bins and warrant bins against defects in materials and workmanship for a minimum of five (5) years on all bins after the date of acceptance of the product. Warrantable bins delivered by the Contractor that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a bin shall be defined as a complete unit, including all hot stamping, all in-mold labels, all embossing, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the Contractor proposer shall replace defective bins/parts at no additional cost to the County, including transportation and handling. The warranty term will survive the contract term.

Examples of defects in materials and workmanship shall include, but are not be limited to:

- a) Failure of the lid to prevent rainwater from entering the cart when in the closed position.
- b) Damage to the cart body, lid or any component parts through opening or closing the lid.
- c) Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- d) Failure of the body and lid to maintain their original shape.
- e) Damage or cracking of the cart body through normal operating conditions.
- f) Failure of the wheels to provide continuous easy mobility as originally designed.
- g) Failure of any part to conform to standards as specified herein.
- h) Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.
- i) Failure of barcode/RFID tag to be read by the appropriate device.

### **2.19.3 Replacement**

Any cart/recycling bin or component parts that does not conform to the technical requirements, as deemed by the County, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the Contractor, at no cost to the County.

#### 2.19.4 Cart Replacement Parts

The Contractor shall provide to the County all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the Agency. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the Contractor is unable to provide the County with any replacement part for a period longer than forty-five (45) calendar days, the Contractor shall be liable for providing new replacement carts. For each unavailable cart part requested by the County, the Contractor's maximum liability shall not exceed the cost of a new, replacement cart delivered to the County.

The specialized tool sets required for cart repairs shall be replaced at no cost to the County, as requested by the County. The County shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

#### 2.19.5 Responsibility for damage or loss

The Contractor shall not be responsible for damage or loss of carts/bins due to vandalism, abuse, neglect, theft or acts of nature subsequent to delivery and acceptance by the County. To the extent that the cart/recycling bin conforms to the contract requirements, the Contractor shall not be responsible for damage or loss due to fire.

#### 2.19.6 Claim Procedures

The County may remove a cart/recycling bin from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts/ recycling bins that are subject to a warranty claim (Warrantable Carts/Recycling Bins), but repairable, the County may elect to install replacement parts such as wheels, grab bars and lids. This action will in no way waive the warranty requirement of the carts/recycling bins. All carts that are identified as not repairable, as determined by the County, and are warrantable Carts/Recycling Bins, shall be replaced as discussed in section 2.19.3.

In the event that a Warrantable cart/recycling bin or component part is identified by the County as requiring complete replacement, then the County shall retain the warrantable cart/recycling bin or component part and promptly notify the Contractor in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the Contractor shall honor the warranty claim by delivering a replacement cart to the County. If the Contractor contests the warranty claim, notice must be submitted in writing to the County's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The Contractor may visually inspect the warrantable cart/recycling bin or component part during the forty-five (45) calendar day post-notification period. The Contractor may, upon its inspection of damaged carts/bins/parts, challenge its obligation to replace subject carts/bins/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The burden of proof when contesting warranty claims shall be placed solely on the Contractor. Such proof shall be in writing with specific details as to the exact cause of the defect. The County will consider the details of the Contractor's contested item.

In the event of a contested warranty claim, the County and the Contractor shall use their best efforts to mutually resolve the disagreement. In the event that the County and the Contractor cannot resolve their disagreement within forty five (45) calendar days, the County's determination shall be final.

**2.20 PRODUCT RETURNS**

The County may elect to return to the Contractor any unused item within sixty (60) business days of receipt and acceptance of that item by the County if the item is determined to be defective by the County. Items will be returned with all original documentation. The Contractor must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the Contractor.

**2.21 CART/RECYCLING BIN BUY BACK PROGRAM**

The Contractor, at its sole discretion, may participate in the County's competitive bidding process to purchase the County's non-warrantable cart/recycling bins, when the County offers such for sale. The terms and conditions of the County issued competitive solicitation shall govern that process and subsequent sale agreement.

**2.22 REQUIRED ASSET MANAGEMENT SOLUTION TO INCLUDE SOFTWARE AND HARDWARE**

Waste and recycling carts shall be provided with automated software capable of inventory management up to and including final disposition, work order processing, and reporting. The data within the software shall be made available to the County no later than seven days from a written request, in all available formats, throughout the term of the contract and any extensions or renewal periods exercised. Appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point or additional formats) must be provided to County at no cost. The Contractor's software shall at a minimum perform the functions listed below.

**2.22.1 Software: Asset Management Program and Work Order Solution**

The software shall:

- a) Be offered as a web based, hosted solution by the Selected Proposer and not require any additional installation on end user equipment; only a browser and internet connection are needed for access.
- b) Provide users access availability twenty-four (24) hours per day, seven (7) days a week, 365 days per year.
- c) Include technical support at no additional cost from 7am to 6pm, Eastern Standard Time, Monday through Friday.
- d) Ability to customize tiered levels of role-based security permissions where technicians and management have different permissions based on their respective roles.
- e) Provide inventory management capabilities to include progress tracking of container shipments.
- f) Transmit in real time service requests, modified service requests, replacement requests and repair work orders.
- g) Allow the user to scan bar codes and/or RFID tags to identify and track each cart/recycling bin associated with a specific customer address that is located/maintained in the County's current Waste Collection System (WCS).
- h) Maintain the database for the purpose of identifying and managing carts inventory with all appropriate fields, including but not limited to: a unique cart serial number (corresponding to the bar code), cart size, cart color, purchase order no., delivery date and other cart-related features/data as needed, including condition (i.e., good, poor, return for warranty repair/replace).
- i) Have the capability to add newly delivered carts (and their various characteristics) coming from the Contractor to the inventory (database) via scanning of the bar code with a handheld device at the time of delivery (e.g., as a load is delivered, staff scans each cart

- delivered, confirms agreement with delivery/packing list); all such additions to be identifiable by date and time-stamp and user performing the scan will be included in the database.
- j) Provide the capability of adding information regarding carts to be shipped to the system. This information must remain in a pending file until the agency "releases" each cart into regular status upon verification that the actual shipment matches the file listing.
  - k) Provide the capability to add existing (non-barcoded or non-RFID) carts to the inventory (database) via placement of retrofit compatible bar codes on the carts and subsequent scanning of the bar code accompanied by appropriate data entry); all such additions to be identifiable by date & time-stamp and user performing the scan.
  - l) Provide ability to automatically deduct carts from inventory based on work orders (involving delivery of a new cart, refer to Work Order processing below) and/or major distributions.
  - m) Provide ability to pre-program and send "alerts" to designated staff when existing inventories (by class, color, size, etc.) reach a pre-defined low point, reminding them to re-order. Inventory markers must have the ability to set a minimum level, maximum level, re-order point, and lead time. The re-order point should automatically alert the appropriate individual to begin the order process.
  - n) Provide standard software upgrades/updates at no additional cost to the County throughout the contract period.

#### 2.22.2 Miami-Dade County Interface Requirements

The Contractor shall configure and develop the following interfaces for the County:

- a) An interface capable of accepting service requests from other defined systems (e.g., WCS, 311, Route Smart, etc.) via a standard format API (Application Programming Interface) and also permit manual entry of service requests as needed.
- b) An interface that is able to accept work orders/service requests for service work related to carts, (e.g., repairs, replacements, new distribution to new accounts, etc.) from the WCS, preferably in real time using web services.
- c) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (if available) date and time of service request and specific type of request (e.g., repair, replacement, etc.) by numeric request code.
- d) An interface capable of receiving service requests from a routing application via a standard routing interface (e.g. CSV, comma delimited text, web services, DB scripts, access or ESRI shape file).
- e) An interface capable of allowing for all results of work order requests to be "returned" to other systems (e.g., WCS, 311, etc.) via a Standard format API (Application Programming Interface).
- f) An interface that is be able to return information regarding the status of work orders/service requests to the WCS, again preferably in real time using web services.
- g) The required fields will include but will not be limited to: address, (waste) account number, garbage route number, a description of the resolution/completion by type (e.g., repair, replacement, etc.) by numeric code, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (of replacement unit if applicable) and the date and time of the request completion.
- h) An interface capable of work order processing and provide for the geographical grouping of repair requests to the various County repair crews (into the zones or groups of garbage routes which a given cart crew will service).



- i) An interface capable of providing data in a file format of the service requests that will be suitable for possible future use with a routing software.
- j) An interface that provides each zone's or cart crew's daily list of addresses to be serviced, available to the specific handheld device of that crew.
- k) Provide a highly intuitive and easy user interface that will, via a customizable drop-down list, allow the cart crew/user to select the action(s) taken to "close" the service request (e.g., repair broken wheel, replace lid, etc.) inclusive of scanning the cart to be delivered; the software should prevent "closing" without a successful scan of new cart delivered and will remind the user to bar code or RFID, and scan the cart being removed and add relevant data to the inventory database (if applicable).
- l) An interface that allows for input related to requests that could not be "closed" for any number of reasons (primarily "no cart left out for servicing"), which will be segregated for appropriate re-processing with the next day's requests; the software will enable the "closing" of a second visit regardless of the visit outcome.

#### 2.22.3 Data Reporting Tool Requirements

- a) Proposed solution will provide the ability to generate reports including pre-programmed/automatically generated (and emailed) reports on a daily, weekly or monthly basis.
- b) Proposed solution will be capable of producing reports on a customized ad hoc basis.
- c) Proposed solution will provide capability to provide reports in various file formats for export to include at least PDF, Excel and Text File.
- d) Proposed solution will have the ability to provide a dashboard style of data presentation in real time for both inventory and work order data sets.

#### 2.22.4 Interim Processing

Due to the fact that a new Waste Collection System (WCS) is currently in development, and may not be completed and implemented in advance of the delivery of the proposed interface solution, it may be necessary for the proposed interface solution to provide temporary means of exchanging data via batch processing with the current Mainframe WCS, presumably via uploads of file extracts (of service request data) from the WCS with downloads (of service completion data) from the proposed interface solution being returned to the WCS.

#### 2.22.5 Technical Support

For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- i. Level A: System does not work.
- ii. Level B: System works with limited functions.
- iii. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- i. Level A: Response within the two hours of notification (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
- ii. Level B: Response within twenty-four hours or less (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).
- iii. Level C: Response within the next working (Monday - Friday, 7 a.m. until 6 p.m. eastern standard time).

**PRICING COMMITMENT**

By execution of this contract, Contractor represents to the County that the pricing offered is the lowest overall available pricing (net to purchaser) for items similar in purchase volume, annual volume, transportation costs, material cost and associated timing, similar container color and services on products and services that it offers to public agencies

**CART/RECYCLING BIN PRICE ADJUSTMENTS:**

Contract pricing for carts and bins shall be firm for the first complete quarter in accordance with the calendar year (i.e. March, June, September, and December) of the contract. Thereafter, the Contractor, during the last month of the quarter, shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increase or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. The increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as identified below.

Product Description	Resin Weight Per Container
95/96 Gallons	34.1 lbs.
64/65 Gallons	27.5 lbs.
34 Gallons	17.9 lbs.

The February 2016 Chemical Data Index of \$.645 per pound is the base rate for adjustment per the Chemical Data Index. In terms of ongoing adjustments.

Should for some unknown reason the execution of the contract award and start be delayed past January 1, 2017, the container pricing would be adjusted to reflect the pricing at the end of that current month. For example; if the award was made on January 10, 2017, the Contractor is required to honor its submitted pricing until January 31, 2017. Using the same benchmark pricing of February 2016, the adjusted price would take effect on February 1, 2017 with an adjustment request submitted by the Contractor on or about January 25, 2017. Price adjustments would remain quarterly on the calendar year with the next potential adjustment taking place on April 1, 2017.

<b>AMENDMENT NO. 10</b>
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TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to no change in resin per pound price, Contract Pricing remains the same, see Appendix B, Payment Schedule for Miami-Dade County, and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated July 1, 2018.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

## AMENDMENT NO. 9

TO: Miami-Dade County, Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

**This notice is issued for informational purposes only.**

Rehrig Pacific Company has made available a container buy back credit program to U.S. Communities' members.

This program was not part of the subject contract's competitive process. Members should follow their policies and procedures when accessing this program.

<b>Container Buy Back Credit</b>	Rehrig will buyback scrap containers less freight costs at the established per pound rates below. Credits to be issued to customer returning containers. Truckload volume preferred to maximize payout.		
<b>HDPE (Rehrig, Otto, Cascade and Schaefer)</b> <i>No credits will be issued for warrantied containers</i>	<b>RG001H</b>	<b>n/a</b>	Credit \$0.18 per pound less freight
<b>LDPE (Toter)</b>	<b>RG001L</b>	<b>n/a</b>	Credit \$0.05 per pound less freight
<b>Other Scrap (miscellaneous returns)</b>	<b>RG001O</b>	<b>n/a</b>	Credit \$0.00 per pound less freight and disposal fees

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**



<b>AMENDMENT NO. 8</b>
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TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to the increase of \$0.04, which includes a Non-Market Price Adjustment and the decrease in resin per pound, Contract Pricing is modified pursuant to the attached Appendix B, Payment Schedule for Miami-Dade County and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated April 1, 2018.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

<b>AMENDMENT NO. 7</b>
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TO:	Miami-Dade County Department of Solid Waste Management Rehrig Pacific Company U.S. Communities Purchasing Alliance Participating Public Agencies
FROM:	Jesus Lee Procurement Contracting Officer
Contract Number:	RFP00254
Contract Title:	Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to the increase of \$0.02 in resin per pound, Contract Pricing is modified pursuant to the attached Appendix B, Payment Schedule for Miami-Dade County and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated January 1, 2018.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

<b>AMENDMENT NO. 6</b>
------------------------

TO: Miami-Dade County, Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

**This notice is issued for informational purposes only.**

Rehrig Pacific Company has made available their ¾ yard and 1 yard size commercial containers to U.S. Communities' members. However, these Carts were not part of the subject contract's competitive process, and Miami-Dade County does not purchase these carts. Members should follow their policies and procedures when accessing non-competed items.

Commercial Containers, Plastic Pricing includes plastic lid	Part #	Part Wght.	Jul 2017 Price for 1-20	Jul 2017 Price for 21-50	Jul 2017 Price for 51+	# of Units in Truckload
3/4 Yard Sem-Automated	CC-3/4YAuto	64.5	\$ 620.00	\$ 620.00	\$ 620.00	170
1 Yard Convertible Container	CC-1YConv	78	\$ 655.00	\$ 655.00	\$ 655.00	170

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**



<b>AMENDMENT NO. 5</b>
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TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to the increase of \$0.05 in resin per pound, Contract Pricing is modified pursuant to the attached Appendix B, Payment Schedule for Miami-Dade County and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated October 1, 2017.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

<b>AMENDMENT NO. 4</b>
------------------------

TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

**This notice is issued for informational purposes only.**

Rehrig Pacific Company has made available their 95 gallon Bear Cart (Part #ROC-95Bear) to U.S. Communities' members. However, this Bear Cart was not part of the subject contract's competitive process, and Miami-Dade County does not purchase this item. Members should follow their policies and procedures when accessing non-competed items.

Residential Carts for Recycling, Waste, and Organics/Yard Waste Collection	Part Number	Part Wght	Unit Price 112-314	Unit Price 315+
95 Gallon Bear Cart	ROC-95Bear	37	\$ 275.00	\$ 220.00

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

<b>AMENDMENT NO. 3</b>
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TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Jesus Lee  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to the decrease of \$0.03 in resin per pound, Contract Pricing is modified pursuant to the attached Appendix B, Payment Schedule for Miami-Dade County and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated July 1, 2017.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

<b>AMENDMENT NO. 2</b>
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TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Phillip Ford  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to the increase of \$0.08 in resin per pound, Contract Pricing is modified pursuant to the attached Appendix B, Payment Schedule for Miami-Dade County and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated April 1, 2017.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

<b>AMENDMENT NO. 1</b>
------------------------

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TO: Miami-Dade County Department of Solid Waste Management  
Rehrig Pacific Company  
U.S. Communities Purchasing Alliance  
Participating Public Agencies

FROM: Phillip Ford  
Procurement Contracting Officer

Contract Number: RFP00254

Contract Title: Waste Carts, Recycling Carts, Cart Parts, Bins and Related  
Products and Services

---

**This Amendment is and does become a part of the above referenced contract. This Amendment is issued to modify Contract No. RFP00254 as follows:**

In accordance with Article 8. PRICING of the subject contract, the quarterly price adjustment for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in HDPE Resin for Large Buyer Contract Prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report. Due to the increase of \$0.09 in resin per pound, Contract Pricing is modified pursuant to the attached Appendix B, Payment Schedule for Miami-Dade County and Appendix C, U.S. Communities National Pricing Schedule for Participating Public Agencies, dated January 1, 2017.

**All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein specifically amended.**

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Authorization of Purchase Order for Quicklime from LHoist North America of Alabama, LLC, for the Water Treatment Plant

**SUMMARY:**

This item seeks authorization of a purchase order for quicklime from LHoist North America of Alabama, LLC, for an amount not to exceed \$100,000.00 in FY2021, \$140,000 in FY2022, and \$140,000 in FY2023. This amount is based on an estimated usage for those fiscal years of 500 tons at \$284.80 per ton.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach is a member of Southeast Florida Governmental Purchasing Cooperative Group. The City of Tamarac is the lead agency on this cooperative bid. As a member of this cooperative group, the cities are able to leverage their purchasing power with neighboring utilities to provide a critical chemical, at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness, color, and iron content, as well as other contaminants.

The City of Tamarac bid the purchase in 2020. LHoist North America of Alabama, LLC, was the awarded bidder with the lowest responsive bid of \$284.80 per ton delivered. The awarded cooperative bid agreement is valid for three (3) years with three (3) additional one (1) year renewal options (commencing September 8, 2020).

Based on the cost effectiveness of the cooperative bid agreement, the City's Water Utilities desire to continue its purchase of this critical chemical from LHoist North America of Alabama, LLC, for the remainder of Fiscal Year 2021 in an amount not to exceed \$100,000.00, and for Fiscal Years 2022 and 2023 (if the agreement is extended) in an amount not to exceed \$140,000.00.

**MOTION:**

Move to approve/not approve purchase order for quicklime from LHoist North America of Alabama, LLC.

**ATTACHMENT(S):**

Fiscal Impact Analysis

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$100,000.00	\$140,000.00	\$140,000.00	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$100,000.00	\$140,000.00	\$140,000.00	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The funds have been identified in the FY2021 Operating Budget.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
402-7022-533.52-30	Operating Supplies/ Chemicals		450,000.00	105,064.27	-\$100,000.00	\$5,064.27

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Work Order #1 and First Amendment with B&B Underground Construction, Inc. for 6<sup>th</sup> Avenue South emergency manhole repairs

**SUMMARY:**

The Work Order #1 with B&B Underground Construction, Inc. provides emergency manhole repair and rehabilitation for two manholes along 6<sup>th</sup> Avenue South at S East Coast St and between S E and F Streets for a total cost of \$157,527.00. The First Amendment adds the E-Verify provision and adds three additional line item costs for the repair work.

**BACKGROUND AND JUSTIFICATION:**

The City has an agreement with B&B Underground Construction, Inc. for Emergency Utility Repairs for Water, Wastewater and Stormwater. Work Order #1 includes rehabilitation of two manholes along 6<sup>th</sup> Avenue South; one at S East Coast St and one between S E St and S F St. These manholes have failures of the connection of the sewer main at the manhole and have experienced infiltration of groundwater due to heavy rainfalls and high water tables, which has washed away the roadway base and ground above and caused sinkholes in the road. Repairing the manhole and connection will cease any infiltration from occurring and washing away the road base into the sewer system. The repair also includes road base and paving, striping and associated repair to Palm Beach County standards as this is a county road. As this is an emergency repair and getting worse by the day, this work order was approved by City Manager and is requested to be ratified by City Commission. B&B Underground Construction is currently on-site and in progress of making above referenced repairs.

The First Amendment to Agreement includes the E-Verify provision and adds three additional line items that were not part of the original agreement, but are necessary for the repairs.

**MOTION:**

Move to approve/disapprove Work Order #1 with B&B Underground Construction, Inc for 6<sup>th</sup> Avenue South emergency manhole repairs for a total cost of \$157,527.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order #1  
First Amendment



**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$157,527	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$157,527</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
423-7231-535.63-15	Local Sewer	LS2109	\$1,297,376	\$1,247,735.89	-\$78,763.50	\$1,168,972.39
426-7490-535.63-15	Regional Sewer	LS2109	\$114,190	\$78,763.97	-\$78,763.50	\$0.47

**C. Department Fiscal Review:\_\_\_\_\_**

- Brian Shields – Director
- Bruce Miller – Finance Director
- Christy Goddeau – Legal
- Michael Bornstein – City Manager

**CONTRACTOR AGREEMENT  
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)  
WORK ORDER NO. 1**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **B & B Underground Construction, INC.** a Florida corporation ("Contractor" hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as: 6<sup>th</sup> Avenue South at S East Coast Street and 6<sup>th</sup> Avenue South between E and F Streets manhole rehabilitation and repair (the "Project"). ~~The Project is more specifically described in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, and which are incorporated herein by reference.~~

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within 30 calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within 45 calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for

**each day that expires after the time specified in this Work Order.**

#### **4.0 Compensation and Direct Purchases**

This Work Order is issued for a unit price, not to exceed amount of \$157,527.00 (one hundred fifty seven thousand, five hundred and twenty seven dollars and zero cents). The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

#### **5.0 Project Manager**

The Project Manager for the Contractor is Stephen Decker, phone:561-249-0341; email: sdecker@bbuconst.com; and, the Project Manager for the City is Judy Love, phone:561-586-1745; email: jlove@lakeworthbeachfl.gov.

#### **6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

**9.0 Authorization**

This Work Order is issued pursuant to the Emergency Utility Repairs for Water, Wastewater and Stormwater Contract between the City of Lake Worth Beach and the Contractor, dated July 10, 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: B & B Underground Construction INC.

By: Stephen Decker

[Corporate Seal]

Print Name: STEPHEN DECKER

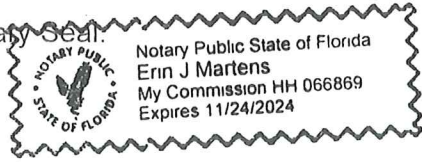
Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 1<sup>st</sup> day of FEB, 2021, by STEPHEN DECKER, as the PRESIDENT (title), of B & B Underground Construction INC., a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he ~~is~~

she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



A handwritten signature in blue ink, appearing to read "Erin J. Martens", written over a horizontal line.

Notary Public Signature

# *B & B Underground Construction, Inc.*

---

✱ 4050 Westgate Avenue, Suite 110 ✱ West Palm Beach, Florida 33409 ✱  
Phone: 561-249-0341 ✱ Fax: 561-354-3767

Exhibit 1

January 19, 2021

City of Lake Worth Beach  
**Utilities Department**  
**Engineering Division**  
301 College Street  
Lake Worth Beach, Florida 33460

**Sent Via : E-mail**

Attn. : Ms. Julie Parham, P.E.

**Reference:** 6<sup>th</sup> Avenue South Manhole Rehabilitation


**Subject:** Proposal for Repair of two Manholes Near FEC Railroad

Julie

Good Morning. We have performed our investigation into the two manholes on 6<sup>th</sup> Avenue South which are in need of Repair. We have a full understanding of the work involved in order to rehabilitate the Manholes, repair the roadway, sidewalk, curb & Gutter, Mill/Overlay the roadway and finally replace the necessary striping.

Attached hereto is our cost proposal for the work. Should you have any questions regarding the content of this correspondence, please do not hesitate to contact the undersigned.

Sincerely,

  
Stephen Decker, P.E.  
President

SDD/wfc

CC: Project File

**CITY OF LAKE WORTH BEACH  
MANHOLE REPAIRS 6th AVENUE SOUTH**

Item No.	Description	Qty	U/M	Unit Price	Total Price
1	MOBILIZATION (NON EMERGENCY )	1	LS	\$ 2,000.00	\$ 2,000.00
2	MOT RESIDENTIAL STREET	2	Ea	\$ 350.00	\$ 700.00
3	MOT CITY STREET ARTERIAL ROADWAY	2	Ea	\$ 1,000.00	\$ 2,000.00
	<b>SUB TOTAL GENERAL CONDITIONS</b>				<b>\$ 4,700.00</b>
	<b>SEWER</b>				
4	SANITARY CREW(FOREMAN,3 SKILLED LABORS,LAYOUT,EXCAVATION)	40	HR	\$ 1,800.00	\$ 72,000.00
5	BY-PASS PUMPING 15" Gravity Sewer *	2	DAY	\$ 4,000.00	\$ 8,000.00
6	WELLPOINT SYSTEM (UP TO 50 POINTS,WELLPOINT PUMP,JET PUMP)	6	DAY	\$ 3,500.00	\$ 21,000.00
7	MANHOLE REHABILITATION *	2	EA	\$ 4,200.00	\$ 8,400.00
	<b>SUBTOTAL SANITARY REPAIR</b>				<b>\$109,400.00</b>
	<b>RESTORATION</b>				
8	REMOVAL EXISTING ASPHALT PAVEMENT	88	SY	\$ 9.00	\$ 792.00
9	REMOVAL 6" SIDEWALK	100	SF	\$ 6.00	\$ 600.00
10	REPLACEMENT 6" SIDEWALK	100	SF	\$ 8.00	\$ 800.00
11	REMOVAL & REPLACEMENT TYPE F CURB	20	LF	\$ 30.00	\$ 600.00
12	MILL (1" AVER.)	333	SY	\$ 15.00	\$ 4,995.00
13	1-1/2" ASPHALT SP 12.5 (Patch Replacement)	105	SY	\$ 45.00	\$ 4,725.00
14	1" ASPHALT SP 9.5	333	SY	\$ 40.00	\$ 13,320.00
15	8" CRUSHED CONCRETE BASE	105	SY	\$ 22.00	\$ 2,310.00
16	12" COMPACTED SUBGRADE	105	SY	\$ 7.00	\$ 735.00
17	RING / COVER ADJUSTMENT	2	EA	\$ 500.00	\$ 1,000.00
18	DENSITY TEST	6	EA	\$ 30.00	\$ 180.00
19	PROCTOR TEST	1	EA	\$ 250.00	\$ 250.00
20	CONCRETE CYLINDER TEST	2	EA	\$ 400.00	\$ 800.00
21	PAVEMENT MARKINGS *	1	LS	\$ 3,500.00	\$ 3,500.00
22	GROUND STABILIZATION (Flowable Fill)	42	CY	\$ 210.00	\$ 8,820.00
	<b>SUB TOTAL RESTORATION</b>	1	LS		<b>\$ 43,427.00</b>
	<b>TOTAL BID</b>	1	LS		<b>\$157,527.00</b>
	* Denotes Item Not covered in Emergency Contract				



**FIRST AMENDMENT TO CONTRACTOR AGREEMENT**  
**(Emergency Utility Repairs for Water, Wastewater and Stormwater)**

THIS FIRST AMENDMENT (“Amendment”) to the Agreement is made as of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”) and **B&B Underground Construction, INC.** (“CONTRACTOR”).

**WHEREAS**, on July 10, 2020, the CITY entered into the Contractor Agreement with the CONTRACTOR for the Emergency Utility Repairs for Water, Wastewater and Stormwater (“Agreement”); and

**WHEREAS**, CITY and CONTRACTOR wish to amend the Agreement to include the new statutory E-Verify provision and to add additional unit price items which the CITY has determined are necessary and reasonable for CITY’s funded projects; and

**WHEREAS**, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Fee and Ordering Mechanism**. The Agreement is amended at Section 5, Fee and Ordering Mechanism, by amending **Exhibit “C”** of the Agreement, to add the additional unit price items set forth in **Exhibit “1”** attached hereto and incorporated herein. These additional unit price items shall only apply to projects funded by the CITY.

3. **E-Verify**. The Agreement is amended to add the following statutory provision:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

7. **Amendment.** Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Contractor Agreement (Emergency Utility Repairs for Water, Wastewater and Stormwater) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST: By: \_\_\_\_\_  
Pam Triolo, City Manager

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: B&B Underground Construction, INC.

By: \_\_\_\_\_  
*[Signature]*

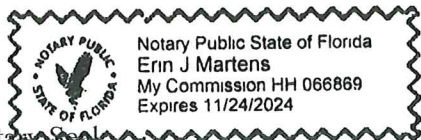
[Corporate Seal]

Print Name: STEPHEN DECKER

Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 1<sup>st</sup> day of FEBRUARY 2021, by STEPHEN DECKER, as the PRESIDENT [title] of B&B Underground Construction, INC., a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he ~~or she~~ is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



\_\_\_\_\_  
*[Signature]*  
Notary Public Signature

**EXHIBIT "1"**  
**(adding the following unit price items to Exhibit "C")**

Item No.	Description	U/M	Unit Price
1	By-Pass Pumping 15" Gravity Sewer	EA	\$4,000.00
2	Manhole Rehabilitation	EA	\$4,200.00
3	Pavement Markings	LS	\$3,500.00

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Change Order #1 with Foster Marine Contractors, Inc. for District 3, Year 3 outfall project

**SUMMARY:**

The Change Order #1 with Foster Marine Contractors, Inc. provides the necessary funding for the project, a \$15,000 increase for materials from when the project was bid two years ago and adjusts the time on the project.

**BACKGROUND AND JUSTIFICATION:**

The City bid the Neighborhood Road District 3 Year 3 project in January 2019. The project scope was adjusted in Work Directive Change 1 (WDC-1) to reduce the scope of project by deleting and revising contract line items, as shown on attached. The project was then delayed due to pending funding. The project now has funding and the contractor has requested an extra \$15,000 in material cost increases in the two years since the project bid for concrete, steel rebar, formwork lumber, 54" Wapro check valve, and reinforced concrete pipe (RCP). This will adjust the contingency line on WDC-1 to add \$15,000 back in from the original contract amount, so no increase in contract price. The contract time will be 150 days to substantial completion and 180 days to final completion, no more than the original contract allotted.

**MOTION:**

Move to approve/disapprove Change Order #1 with Foster Marine Contractors, Inc for District 3 Year 3 outfall project.

**ATTACHMENT(S):**

Fiscal Impact Analysis -N/A  
Change Order #1

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$683,570	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$683,570</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
428-5090-538.63-15	Stormwater	NR1903	\$3,721,149	\$3,237,771.51	-\$683,570	\$2,554,201.51

**C. Department Fiscal Review: \_\_\_\_\_**

- Brian Shields – Director
- Bruce Miller – Finance Director
- Christy Goddeau – Legal
- Michael Bornstein – City Manager



City of  
**Lake Worth  
Beach**  
FLORIDA™

WATER UTILITIES DEPARTMENT  
301 COLLEGE STREET  
LAKE WORTH BEACH, FL 33460  
**561.586.1710**

## CHANGE ORDER

Project Number: NR-1903 Contractor: Foster Marine Contractors, Inc.

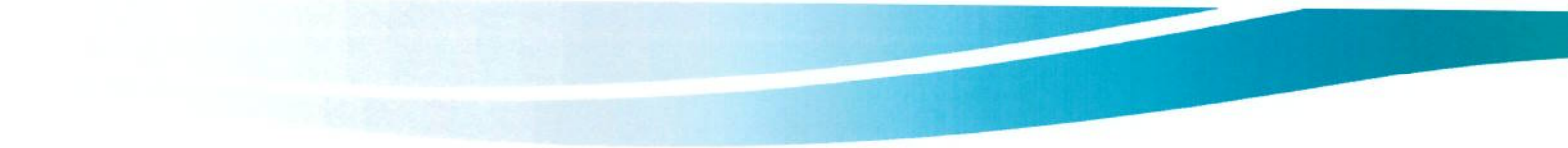
Project Name: District 3, Year 3 Outfall Project

Change Order Number: 1


Change Order Effective Date: \_\_\_\_\_ Contractor Phone: 561-683-0034

Change Order Type: Time Existing Purchase Order Number: 180351

**Description of Change:** The project scope was adjusted in Work Directive Change 1 (WDC-1) to reduce the scope of project by deleting and revising contract line items, as shown on attached. The project was then delayed due to pending funding. The project now has funding and the contractor has requested an extra \$15,000 in material cost increases in the two years since the project bid for concrete, steel rebar, formwork lumber, 54" wapro check valve, and reinforced concrete pipe (RCP). This will adjust the contingency line on WDC-1 to add \$15,000 back in from the original contract amount, so no increase in contract price. The contract time will be 150 days to substantial completion and 180 days to final completion.



1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
	Total Amount:				\$ _____





Price of Original Contract: \$ 1,221,132.50 (authorized by Commission on April 2, 2019 Agenda Item #9C )

Current Price of Contract (including Change Orders): \$1,221,132.50

Price of Current Change Order: -\$537,562.50

New Contract Price: \$683,570.00

Basis of Price Change:  Unit Price     Time & Material     Lump Sum

Contract Time Change

No Change     Extended     Decreased    by      work days

*The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER.*

*This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).*

Reviewed and Accepted by: Foster Marine Contractors Inc  
(Contractor Name)

[Signature]    vice Pres    2/3/21  
Contractor Representative (Signature)    Title    Date

Approved by: \_\_\_\_\_ (Department Director) \_\_\_\_\_ (Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. \_\_\_\_ to  
the \_\_\_\_\_ Project on \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director



Lake Worth, Florida. The Art of Florida Living.™

WATER UTILITIES DEPARTMENT

301 College Street
Lake Worth, FL 33460
561.586.1710

WORK DIRECTIVE CHANGE

Date of Issuance: May 30, 2019 WDC Number: 1
P.O.: 180351
Project Number: NR-1802
Project Name: District 3, Year 3 Outfall Project
Contractor: Foster Marine Contractors, Inc. Contractor Phone: (561) 683-0034
Engineer: Mathews Consulting
Owner (Name, Address): City of Lake Worth Water Utilities

You are directed to proceed promptly with the following Change(s):

Purpose of the work:

Add/delete contract line items and revise quantities as shown on the attached schedule.

Attachments: Contactor's proposal; SOV for line item revisions.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:

X Time & Materials
Unit Price as Negotiated
Cost Plus fixed Fee

Method of Determining change in Contract Time:

X Contractor's Records
Engineer's Records
Other

Estimated Increase (decrease) in Contract Price: 0

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: 0 Days.

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by: [Signature] Program Manager Date: May 30, 2019
Accepted by: [Signature] Contractor Date: 5/30/19
Authorized by: [Signature] Water Utilities Engineer Date: 5/12/19
Authorized by: [Signature] Water Utilities Director Date: 7/12/19



**Lake Worth, Florida. The Art of Florida Living.<sup>SM</sup>**

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*The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.*

## District 3 Outfall Project WDC #1 SOV

ITEM	CONTRACT AWARD				WDC #1 REVISIONS		
	CONTRACT QTY	UNIT	UNIT PRICE	TOTAL	ADD/ADJUST / (DELETE)	REV TOTAL	
					QUANTITY	UNIT PRICE	
<b>GENERAL CONDITIONS</b>							
GC-1	Mobilization & General Conditions	8%	LS	\$ 70,000.00	\$	70,000.00	\$ 70,000.00
GC-2	Site Restoration	5%	LS	\$ 51,000.00	\$	51,000.00	\$ 51,000.00
GC-3	Bonds and Insurance Requirements	2%	LS	\$ 30,000.00	\$	30,000.00	\$ 30,000.00
GC-4	Maintenance of Traffic	1%	LS	\$ 5,000.00	\$	5,000.00	\$ 5,000.00
GC-5	Survey and Site Record Drawings	2%	LS	\$ 15,000.00	\$	15,000.00	\$ 15,000.00
GC-6	Permit Fee Allowance	1	ALLOW	\$ 5,000.00	\$	5,000.00	\$ 5,000.00
GC-7	Pre-construction and Post-construction Video	1	LS	\$ 2,000.00	\$	2,000.00	\$ 2,000.00
GC-8	Trench Safety	1%	LS	\$ 2,000.00	\$	2,000.00	\$ 2,000.00
GC-9	Optional Services	1%	LS	\$ 75,000.00	\$	75,000.00	\$ 75,000.00
GC-9.1	54" RCP, incl. conn. To exist.	0.00	LF	\$ -	\$	8.00	\$ 1,470.00
GC-9.2	Clean, Televis & inspect existing 54" RCP	0.00	LF	\$ -	\$	205.00	\$ 160.00
							\$ -
							\$ -
				\$ 255,000.00			\$ 255,000.00
<b>STORMWATER UTILITIES IMPROVEMENTS</b>							
SW-1	Removal of Existing 24" RCP	20.00	LF	\$ 30.00	\$	600.00	\$ 600.00
SW-2	Grout Fill existing 24" RCP	145.00	LF	\$ 50.00	\$	7,250.00	\$ 7,250.00
SW-3	Install 24" Elliptical Round RCP	165.00	LF	\$ 110.00	\$	18,150.00	\$ 18,150.00
SW-4	Reline Existing 54" RCP	205.00	LF	\$ 615.00	\$	126,075.00	\$ -
SW-5	Point Recalls	5.00	EA	\$ 2,000.00	\$	10,000.00	\$ 10,000.00
SW-6	Suntree Baffle Box 4-12 (Walfesty Drive Outfall)	1.00	EA	\$ 110,000.00	\$	110,000.00	\$ -
SW-7	Suntree Baffle Box 10-20 (18th Ave North Outfall)	1.00	EA	\$ 210,000.00	\$	210,000.00	\$ -
SW-8	USF 4130-6155 Frame and Grate	1.00	EA	\$ 500.00	\$	500.00	\$ 500.00
SW-9	US Precast 4x4 Type D1 Catch Basin	1.00	EA	\$ 9,500.00	\$	9,500.00	\$ 9,500.00
SW-10	Wapro Inline Check Valve (Model #WS590, 316SS)	1.00	EA	\$ 13,500.00	\$	13,500.00	\$ 13,500.00
SW-11	Wapro Inline Check Valve (Model #WS1185, 316SS)	1.00	EA	\$ 57,000.00	\$	57,000.00	\$ 57,000.00
SW-12	Asphalt Millings (4" Compacted Thickness)	285.00	SY	\$ 13.50	\$	3,847.50	\$ -
SW-13	Boilard Replacement	2.00	EA	\$ 3,500.00	\$	7,000.00	\$ 7,000.00
				\$ 573,422.50			\$ 123,500.00
<b>STRUCTURAL IMPROVEMENTS</b>							
S-1	Sheet Piling	4140.00	SF	\$ 63.00	\$	260,820.00	\$ 207,900.00
S-2	Concrete Cap	32.00	CY	\$ 1,600.00	\$	51,200.00	\$ 35,200.00
S-3	Reinforcing Steel for Cap	1.00	TN	\$ 2,500.00	\$	2,500.00	\$ 2,500.00
S-4	Guidesail	175.00	LF	\$ 165.00	\$	28,875.00	\$ 19,635.00
S-5	Removal of Existing Concrete Pavement	20.00	SY	\$ 25.00	\$	500.00	\$ 500.00
S-6	Removal of Existing Concrete Structures	1.00	LS	\$ 19,000.00	\$	19,000.00	\$ 19,000.00
S-7	Riprap-Rubble	100.00	TN	\$ 150.00	\$	15,000.00	\$ 17,250.00
S-8	Protection of Existing Structures	1.00	LS	\$ 7,500.00	\$	7,500.00	\$ 7,500.00
S-9	Turbidity Barrier	175.00	LF	\$ 17.00	\$	2,975.00	\$ 2,975.00
S-10	Vibration Monitoring of Existing Structures	2.00	LS	\$ 3,500.00	\$	7,000.00	\$ 7,000.00
				\$ 395,370.00			\$ 319,460.00
<b>BID ALTERNATE</b>							
A-1	Deductive Sheet Pile Walls	-1.00	LS	\$ 260,820.00	\$	(260,820.00)	\$ (207,900.00)
A-2	Concrete Posts	30.00	EA	\$ 5,180.00	\$	155,400.00	\$ 108,780.00
A-3	Concrete Panels	28.00	EA	\$ 3,870.00	\$	102,760.00	\$ 69,730.00
				\$ (2,880.00)			\$ (28,390.00)
	<b>Total Contract</b>			\$ 1,221,132.50			\$ 868,570.00

- Note: 1) Items GC-9.1 and GC-9.2 to be paid from GC-9, Optional Services  
2.) Items SW-4, 6 & 7 are removed from the project scope  
3.) Quantity for Item SW-5 will be revised as necessary after televised pipe inspection

**Lake Worth Wellesley and 18th Ave N Outfalls  
Reduced Scope Analysis**

Item #	Description	Qty		Unit Price	Total	
<b>GENERAL CONDITIONS</b>						
GC-1	Mobilization / Demobilization	1	LS	70,000.00	\$	70,000.00
GC-2	Site Restoration	1	LS	51,000.00	\$	51,000.00
GC-3	Bonds and Insurance	1	LS	30,000.00	\$	30,000.00
GC-4	Maintenance of Traffic	1	LS	5,000.00	\$	5,000.00
GC-5	Layout and Weekly As-Built Surveys	1	LS	15,000.00	\$	15,000.00
GC-6	Permit Fee Allowance	1	Allowance	5,000.00	\$	5,000.00
GC-7	Professional Video Taping (pre and post construction) and Weekly Progress Photos	1	LS	2,000.00	\$	2,000.00
GC-8	Trench Safety Act Compliance	1	LS	2,000.00	\$	2,000.00
						Residual Amount
GC-9	Optional Services	1	LS	75,000.00	\$	30,440.00
SW-4	Reline Existing 54" RCP Install 8" on new pipe at new Seawall / In-line Valve; Connect to Existing w/collar per FDOT Index 280	8	LF	1,470.00	\$	11,760.00
SW-4	Reline Existing 54" RCP Clean, TV and Inspect existing Pipe	205	LF	160.00	\$	32,800.00
SW-5	Point Repairs w/ no relining...Quantity / Scope / Price TBD after Video Inspection is completed and reviewed with City	?	Ea	TBD	\$	-
<b>GENERAL CONDITIONS TOTAL</b>					\$	<b>255,000.00</b>
<b>STORMWATER UTILITIES IMPROVEMENTS</b>						
SW-1	24" Drainage pipe removal	20	LF	30.00	\$	600.00
SW-2	Grout Fill Existing 24" Drainage Pipe	145	LF	50.00	\$	7,250.00
SW-3	24" Elliptical Round RCP (Class III )	165	LF	110.00	\$	18,150.00
SW-4	Reline Existing 54" RCP (TV, Clean and Inspect Pipe; 1 new Joint of Pipe on back side of seawall included in this Pay item)	0	LF	615.00	\$	-
SW-5	Point Repairs ...(Dewatering and Excavation costs included in PCD Line Item (SW-7); and Relining of Pipe (SW-4	5	Ea	2,000.00	\$	10,000.00
SW-6	Suntree Baffle Box 6x12 (Wellesley Dr)	0	EA	110,000.00	\$	-
SW-7	Suntree Baffle Box 10x20 (18th Ave N Outfall)	0	EA	210,000.00	\$	-
SW-8	USF 4130-6155 Frame and Grate	1	EA	500.00	\$	500.00
SW-9	4' x 4' Type C Inlet w/apron, Curb Tie-in and Asphalt Patching	1	EA	9,500.00	\$	9,500.00
SW-10	Wapro Inline Check Valve (Model#WS590, 316SS	1	EA	13,500.00	\$	13,500.00
SW-11	Wapro Inline Check Valve (Model#W1185, 316SS	1	EA	57,000.00	\$	57,000.00
SW-12	Asphalt Millings	0	SY	13.50	\$	-
SW-13	Bollard Replacement	2	Locations	3,500.00	\$	7,000.00
<b>STORMWATER UTILITIES IMPROVEMENTS TOTAL</b>					\$	<b>123,500.00</b>

**Lake Worth Wellesley and 18th Ave N Outfalls  
Reduced Scope Analysis**

Item #	Description	Qty		Unit Price	Total
<b>STRUCTURAL IMPROVEMENTS</b>					
S-1	Sheet Piling	3,300	SF	63.00	\$ 207,900.00
S-2	Concrete Cap	22	CY	1,600.00	\$ 35,200.00
S-3	Reinforcing Steel for Cap	1	TN	2,500.00	\$ 2,500.00
S-4	Gulderail	119	LF	165.00	\$ 19,635.00
S-5	Removal of Existing Concrete Pavement	20	SY	25.00	\$ 500.00
S-6	Removal of Existing Concrete Structures	1	LS	19,000.00	\$ 19,000.00
S-7	Rip Rap - Rubble	115	TN	150.00	\$ 17,250.00
S-8	Protection of Existing Structures	1	LS	7,500.00	\$ 7,500.00
S-9	Turbidity Barrier	175	LF	17.00	\$ 2,975.00
S-10	Vibration Monitoring of Existing Structures	2	LS	3,500.00	\$ 7,000.00
<b>STRUCTURAL IMPROVEMENTS TOTAL</b>					<b>\$319,460.00</b>
<b>BID ALTERNATE 1</b>					
A1	Deductive Sheet Pile Walls	-1	LS	207,900.00	\$ (207,900.00)
A2	Concrete Posts	21	EA	5,180.00	\$ 108,780.00
A3	Concrete Panels	19	EA	3,670.00	\$ 69,730.00
<b>SUBTOTAL ALTERNATE 1</b>					<b>\$29,390.00</b>

**Reduced Scope Contract Amount \$668,570.00**





# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 03-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges

**SUMMARY:**

This resolution documents the assessment of the costs incurred by the City for lot clearing services and the levy of such costs as special assessment liens against the properties identified in the Resolution.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the “Lot Clearing Ordinance”), the owners of certain parcels of real property were notified of the existence of debris, vegetation, tree or other matter thereon which were determined to create a hazard declared to be a public nuisance and a violation of the City’s Lot Clearing Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Lot Clearing Ordinance, have abated said nuisances by clearing the offending lots. In accordance with section 12-42, the costs incurred by the City to abate said nuisances were assessed against each property as a special assessment lien at the time services were provided. The list of properties assessed for unpaid lot clearing charges, along with the associated administrative costs, total **\$7,724.10** and are attached to Resolution No. xx-2021 as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

Attached is the proposed resolution documenting the levy of the special assessments for unpaid lot clearing charges including a spreadsheet of addresses, services provided and costs.

**MOTION:**

Move to approve/disapprove Resolution No. 03-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges.

**ATTACHMENT(S):**

Resolution 03-2021

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RESOLUTION NO. 03-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 12-42 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (LOT CLEARING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida has, pursuant to sections 12-38 through 12-42 of the Code of Ordinances of the City of Lake worth beach, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 12-38 of said Code by reason of the existence of debris, vegetation, tree, or other matter thereon and thereby created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the lots have been cleared of debris, vegetation, tree or other public nuisance thereon by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 12-42 of the Code of Ordinances of the City of Lake Worth Beach, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

**Section 2. Legislative Determinations.** It is hereby ascertained and declared that the lot clearing on the properties listed in **Exhibit "A"** (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the following legislative determinations:

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(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City's provision of lot clearing services in an amount not less than the amount of the lot clearing services costs imposed against each parcel.

(B) It is fair and reasonable to assess the lot clearing services costs in the amounts actually expended by the City to benefit each assessed parcel.

**Section 3.** In accordance with sec. 12-42 of the Code of Ordinances, at the time services were provided, all costs incurred by the City in the abatement of nuisances on the following parcels of land, along with an administrative fee, were levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "**Exhibit A**". To each of the aforesaid lien amounts shall be added the cost to reimburse the City to record each lien in the Public Records of Palm Beach County, Florida. The City Commission is hereby documenting such special assessment liens through this resolution.

**Section 4.** Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid. A failure to pay any such lien, even a lien upon homesteaded property, may result in a loss of title to property.

**Section 5.** Said special assessment liens shall bear interest from the date of adoption of this resolution at the legal rate until fully paid.

**Section 6.** The City Clerk is hereby directed to record a certified copy of this resolution in the Public Records of Palm Beach County, Florida. The failure to record a certified copy of this resolution shall not affect the validity of any special assessment.

**Section 7.** The Finance Department is hereby directed to mail a copy of this resolution to the owners of the parcels of land levied hereby at the last known address of such owner.

**Section 8.** Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth Beach and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or in equity.

**Section 9.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 10.** If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

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**Section 11.** This resolution shall take effect upon adoption.

The passage of this resolution was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Carla Blockson
- Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted on this 2<sup>nd</sup> day of February, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

**EXHIBIT "A"  
LOT CLEARINGS**

CASE #	OWNER	OWNER ADDRESS	OWNER CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
20-1682	S PINE ST LAND TRUST MARTIN ANTONIO G ESQ TR	1420 CELEBRATION BLVD STE 200	KISSIMMEE FL 34747 5162	38-43-44-28-03-000-0280	ADD 1 TO LAKEVIEW HGTS LT 28	616 S PINE ST	\$ 285.14
20-1646	KEIRN MICHAEL & SCARCELLA KEIRN ANNETTE	1604 13TH AVE N	LAKE WORTH BEACH, FL 33460	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$ 226.40
20-1686	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TRGLR PAR US NO 1 R/W)	700 S DIXIE HWY	\$ 380.57
20-1582	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH, FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 258.57
20-1684	PIMIENTA JUAN C	1015 S G ST	LAKE WORTH BEACH FL 33460 4845	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LTS 12 BLK 281	1015 S G ST	\$ 1,598.26
20-1326	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 455.51
20-1691	AGUSTI HECTOR F EST	1018 N C ST	LAKE WORTH FL 33460 2049	38-43-44-21-15-322-0050	TOWN OF LAKE WORTH LT 5 BLK 322	1018 N C ST	\$ 1,530.76
20-1759	MALDONADO CELESTINA & RIVASDARDAN AMANDA S	417 S D ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-139-0240	TOWN OF LAKE WORTH LTS 24 & 25 BLK 139	417 S D ST	\$ 528.01
20-1176	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	\$ 660.14
20-1979	DUBE DANIEL & FLEITAS ABEL	622 WRIGHT DR	LAKE WORTH BEACH FL 33460	38-43-44-33-07-000-0150	LAKE OSBORNE HEIGHTS LT 75	622 WRIGHT DR	\$ 930.00
20-1667	SIMON SUSAN J	116 MONTEREY WAY	WEST PALM BEACH FL 33411	38-43-44-21-15-213-0072	TOWN OF LAKE WORTH W 45 FT OF E 90 FT OF N 20 FT OF LT 7 & W 45 FT OF E 90 FT OF LT 8 BLK 213	513 6TH AVE S	\$ 358.87
20-1935	CITRUS LAND & TIMBER INC	1908 NW 4TH AVE APT 112	BOCA RATON, FL 33432	38-43-44-21-15-064-0030	TOWN OF LAKE WORTH LTS 3 TO 5 INC BLK 64	204 N C ST	\$ 511.87

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 04-2021 - Public Hearing - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 322 South L Street.

**SUMMARY:**

The Resolution 04-2021 authorizes a property tax exemption from the increased assessed value as a result of the historic preservation rehabilitation as allowed by Section 23.5-5 of the Land Development Regulations.

**BACKGROUND AND JUSTIFICATION:**

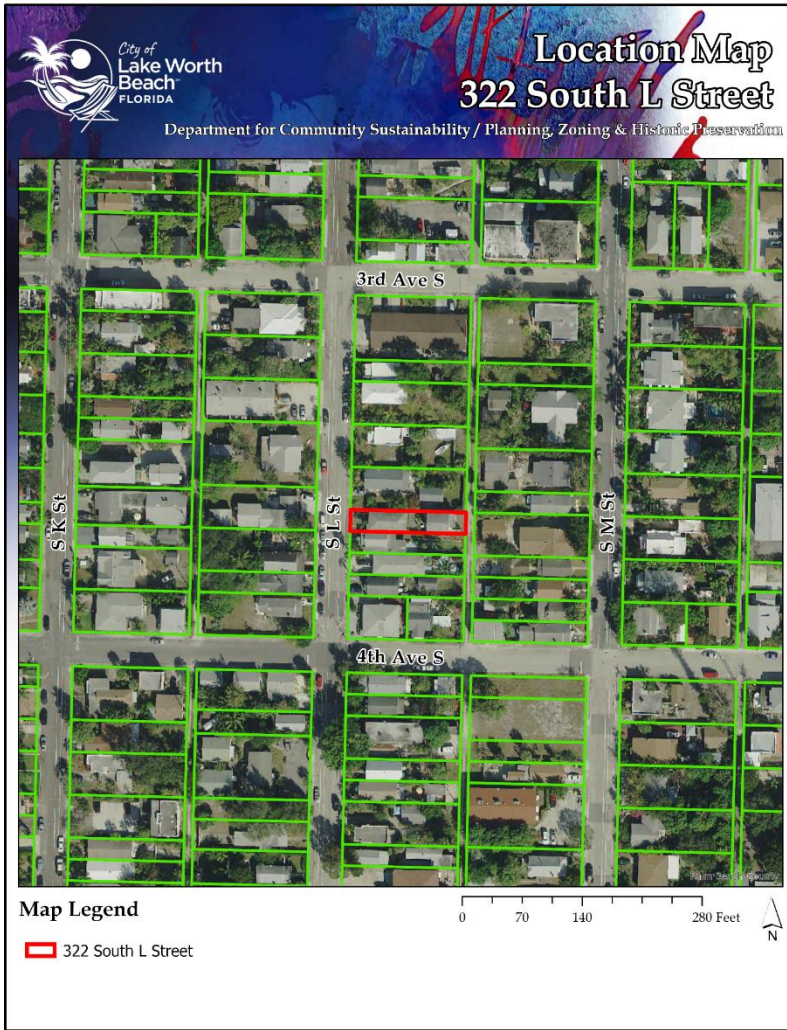
The single-family primary structure and the rear two-story garage apartment structure located at 322 South L Street were constructed in 1948 in a Wood Frame Vernacular style. The property is a contributing resource to the Southeast Lucerne Local Historic District. Pursuant to Land Development Regulation (LDR) Section 23.5-5(c), a contributing property within a designated historic district is eligible for an Historic Preservation Ad Valorem Tax Exemption.

On August 8, 2018, the Historic Resources Preservation Board (HRPB) approved a request by the former property owner, REP SERVE LLC, for a Certificate of Appropriateness for exterior alterations and a Pre-Construction Historic Preservation Ad Valorem Tax Exemption application for the subject property. On November 13, 2019, the HRPB approved the Completed Work Application and recommended approval of the application to the City Commission. The HRPB approval certified that the renovation work was completed in accordance with national and local historic preservation guidelines, and met the criteria for obtaining an Ad Valorem tax exemption approval. The property was sold on September 14, 2020, to PROVINGROUND PRODUCTIONS LLC. The current owner, PROVINGROUND PRODUCTIONS, agreed to enter into a covenant with the City to maintain the qualifying improvements for the exemption period, not to exceed 10 years. The exemption only applies to the increase in assessed value as a result of the improvements and does not relieve the owner of all tax liability. Subsequent to an approval for a municipal tax exemption, the application will be forwarded to Palm Beach County to be reviewed for a county tax exemption. The Historic Preservation Ad Valorem Tax Exemption program is authorized by Florida Statute and is used throughout the State to encourage property improvements in historic districts.

**MOTION:**

Move to **approve/disapprove** Resolution No. 04-2021 for a Historic Preservation Ad Valorem Property Tax Exemption for the property located at 322 South L Street.

**LOCATION MAP:**



**ATTACHMENT(S):**

Resolution

Covenant

RESOLUTION NO. 04-2021 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 322 SOUTH L STREET, LAKE WORTH BEACH, FLORIDA, AS A RESULT OF THE HISTORIC PRESERVATION/ REHABILITATION OF THE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth Beach has adopted the Historic Preservation Program that is designed to preserve, protect, enhance, and perpetuate resources which represent distinctive and significant elements of the City's historical, cultural, social, economic, political, archaeological, and architectural identity; and/or serve as visible reminders of the City's culture and heritage; and

WHEREAS, the citizens of Florida amended the Florida Constitution, Article VII, Section 3, to authorize counties and municipalities to grant a partial ad valorem tax exemption to owners of historic properties for improvements to such properties which are the result of the restoration, renovation, or rehabilitation of the historic properties; and

WHEREAS, Section 196.1997, Florida Statutes, establishes the process by which such exemption may be granted to property owners; and

WHEREAS, the City of Lake Worth Beach is an approved Certified Local Government to perform the review functions necessary for Historic Tax Exemption applications; and

WHEREAS, the City passed Ordinance No. 97-26, which approved an ad valorem tax exemption for the restoration, renovation, and/or improvement of historic properties, which provides that upon completion of the review of a Final Application/Request for Review of Completed Work that the Historic Preservation Planner shall present such Final Application in a regularly scheduled meeting of the Historic Resources Preservation Board with a recommendation that the Historic Resources Preservation Board recommend approval or deny the exemption to the City Commission; and

WHEREAS, the former property owner, REP SERVE LLC, filed a preconstruction application and received preliminary approval from the Historic Resources Preservation Board on August 8, 2018, for an ad valorem tax exemption upon completion of the historic renovation and restoration of the property located at 322 South L Street, Lake Worth Beach (the "Property"); and

WHEREAS, on November 13, 2019, the Historic Resource Preservation Board reviewed the Completed Work Application and determined that the completed improvements were consistent with the United States Secretary of Interior's *Standards for Rehabilitation*, that the requirements of Section 196.1997, Florida Statutes, have been met, and recommended granting an ad valorem City tax exemption for the Property; and



WHEREAS, the property was sold to PROVINGROUND PRODUCTIONS LLC on September 14, 2020; and

WHEREAS, the current property owner, PROVINGROUND PRODUCTIONS LLC, signed a covenant with the City, on January 28, 2021, to maintain the qualifying improvements for the exemption period, not to exceed 10 years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1. The foregoing recitals are incorporated into this resolution as true and correct statements.

SECTION 2. The Property is designated as a contributing property to a historic district under the terms of the Lake Worth Beach Historic Preservation Program.

SECTION 3. The City Commission of the City of Lake Worth Beach, Florida, hereby finds that the completed improvements to the Property, as described in the application for ad valorem tax exemption filed with the City and in HRPB Case No. 18-00100180 is consistent with the United States Secretary of Interior's *Standards for Rehabilitation*, the City of Lake Worth Beach Land Development Regulations 23.5-4 and 23.5-5, and the property meets the requirements of Section 196.1997, Florida Statutes.

SECTION 4. In accordance with this finding, the City Commission hereby approves an ad valorem tax exemption for a ten-year period, commencing on January 1, 2021, and expiring December 31, 2030, from that portion of ad valorem taxes levied on the increase in assessed value resulting from the restoration, renovation, and rehabilitation improvements, for the real property described as:

Property Owner: PROVINGROUND PRODUCTIONS LLC

Address: 322 South L Street  
Lake Worth Beach, Florida 33460

Legal Description: Lot 6, Block 111, The Palm Beach Farms Co. Plat No. 2, Townsite of Lucerne (n/k/a Lake Worth), according to the plat thereof, on file, in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, Plat Book 2, Page 29.

SECTION 5. Prior to the ad valorem tax exemption described herein being effective, the Property Owner shall execute and record in the Public Records of Palm Beach County, a restrictive covenant in a form established by the State of Florida, Department of State, Division of Historical Resources, requiring that the qualifying improvements must be maintained during the period for which the tax exemption is granted. A copy of the recorded covenant shall be provided to the City's Historic Preservation Planner.

SECTION 6. A certified copy of this resolution shall be provided to the Palm Beach County Property Appraiser.

SECTION 7. This resolution shall take effect upon its passage and approval.

The passage of this resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo  
Vice Mayor Andy Amoroso  
Commissioner Scott Maxwell  
Commissioner Carla Blockson  
Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

## HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the \_\_\_\_\_ day of \_\_\_\_\_, by PROVINGROUND PRODUCTIONS LLC, (hereinafter referred to as the Owner) and in favor of the City of Lake Worth Beach, Florida (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 322 South L Street, Lake Worth Beach, Florida which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance. The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are X architecture, \_\_\_\_\_ history, \_\_\_\_\_ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows (include city reference, consisting of repository, book, and page numbers): Lot 6, Block 111, The Palm Beach Farms Co. Plat No. 2, Townsite of Lucerne (n/k/a Lake Worth), according to the plat thereof, on file, in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, Plat Book 2, Page 29.

In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption which is from January 1, 2021 to December 31, 2030.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office. The address of the certified Local Historic Preservation Office is:

City of Lake Worth Beach, Division of Planning, Zoning, and Historic Preservation  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, Florida 33401  
Telephone: (561) 586-1687

The address of the Division of Historical Resources is:

Bureau of Historic Preservation  
Division of Historical Resources  
R.A. Gray Building, 500 South Bronough Street  
Tallahassee, Florida 32399-0250  
Telephone Number: (850) 245-6333 or (800) 847-PAST (7278)

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in the Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition

existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years 'n which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

9. The terms of this covenant shall be binding on the current Property Owner, transferees, heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

Date: \_\_\_\_\_

CITY OF LAKE WORTH BEACH, FLORIDA

WITNESSES AS TO THE CITY:

By: \_\_\_\_\_

Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved As To Form And Legal Sufficiency:

By: \_\_\_\_\_

Glen Torcivia, City Attorney  
Florida Bar No. 343374

Date: \_\_\_\_\_

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

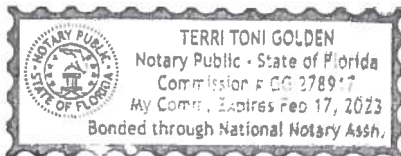
By: \_\_\_\_\_

Title Manager  
PROVINGROUND PRODUCTIONS LLC

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this 28 day of JAN, 2021, by,

JAMIA RAMSEY who is personally known to me, or produce  
DRIVERS LICENSE ID as identification.



\_\_\_\_\_  
Notary Public  
My Commission Expires 2-17-2023

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 05-2021 - Public Hearing - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 407 South Lakeside Drive.

**SUMMARY:**

The Resolution 05-2021 authorizes a property tax exemption from the increased assessed value as a result of the historic preservation rehabilitation as allowed by Section 23.5-5 of the Land Development Regulations.

**BACKGROUND AND JUSTIFICATION:**

The primary multi-family structure and the rear two-story garage apartment at 407 South Lakeside Drive were constructed c. 1928 in a Mediterranean Revival architectural style. The property is a contributing resource to the South Palm Park Local Historic District. Pursuant to Land Development Regulation (LDR) Section 23.5-5(c), a contributing property within a designated historic district is eligible for an Historic Preservation Ad Valorem Tax Exemption.

On October 10, 2018, the Historic Resources Preservation Board (HRPB) approved a request by the property owner, CROUCHING TIGER HIDDEN DRAGON INVESTMENT GROUP LLC, for a Certificate of Appropriateness for exterior alterations and a Pre-Construction Historic Preservation Ad Valorem Tax Exemption application for the subject property. On June 10, 2020, the HRPB approved the Completed Work Application and recommended approval of the application to the City Commission. The HRPB approval certified that the renovation work was completed in accordance with national and local historic preservation guidelines, and met the criteria for obtaining an Ad Valorem tax exemption approval. The property owner agreed to enter into a covenant with the City to maintain the qualifying improvements for the exemption period, not to exceed 10 years. The exemption only applies to the increase in assessed value as a result of the improvements and does not relieve the owner of all tax liability. Subsequent to an approval for a municipal tax exemption, the application will be forwarded to Palm Beach County to be reviewed for a county tax exemption. The Historic Preservation Ad Valorem Tax Exemption program is authorized by Florida Statute and is used throughout the State to encourage property improvements in historic districts.


**MOTION:**

Move to **approve/disapprove** Resolution No. 05-2021 for a Historic Preservation Ad Valorem Property Tax Exemption for the property located at 407 South Lakeside Drive.

**LOCATION MAP:**



**Map Legend**

 407 South Lakeside Drive

0 37.5 75 150 Feet



**ATTACHMENT(S):**

Resolution

Covenant



RESOLUTION NO. 05-2021 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 407 SOUTH LAKESIDE DRIVE, LAKE WORTH BEACH, FLORIDA, AS A RESULT OF THE HISTORIC PRESERVATION REHABILITATION OF THE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth Beach has adopted the Historic Preservation Program that is designed to preserve, protect, enhance, and perpetuate resources which represent distinctive and significant elements of the City's historical, cultural, social, economic, political, archaeological, and architectural identity; and/or serve as visible reminders of the City's culture and heritage; and

WHEREAS, the citizens of Florida amended the Florida Constitution, Article VII, Section 3, to authorize counties and municipalities to grant a partial ad valorem tax exemption to owners of historic properties for improvements to such properties which are the result of the restoration, renovation, or rehabilitation of the historic properties; and

WHEREAS, Section 196.1997, Florida Statutes, establishes the process by which such exemption may be granted to property owners; and

WHEREAS, the City of Lake Worth Beach is an approved Certified Local Government to perform the review functions necessary for Historic Tax Exemption applications; and

WHEREAS, the City passed Ordinance No. 97-26, which approved an ad valorem tax exemption for the restoration, renovation, and/or improvement of historic properties, which provides that upon completion of the review of a Final Application/Request for Review of Completed Work that the Historic Preservation Planner shall present such Final Application in a regularly scheduled meeting of the Historic Resources Preservation Board with a recommendation that the Historic Resources Preservation Board recommend approval or deny the exemption to the City Commission; and

WHEREAS, the property owner, CROUCHING TIGER HIDDEN DRAGON INVESTMENT GROUP LLC, filed a preconstruction application and received preliminary approval from the Historic Resources Preservation Board on October 10, 2018, for an ad valorem tax exemption upon completion of the historic renovation and restoration of the property located at 407 South Lakeside Drive, Lake Worth Beach (the "Property"); and

WHEREAS, on June 10, 2020, the Historic Resource Preservation Board reviewed the Completed Work Application and determined that the completed improvements were consistent with the United States Secretary of Interior's *Standards for Rehabilitation*, that the requirements of Section 196.1997, Florida Statutes, have been met, and recommended granting an ad valorem City tax exemption for the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1. The foregoing recitals are incorporated into this resolution as true and correct statements.

SECTION 2. The Property is designated as a contributing property to a historic district under the terms of the Lake Worth Beach Historic Preservation Program.

SECTION 3. The City Commission of the City of Lake Worth Beach, Florida, hereby finds that the completed improvements to the Property, as described in the application for ad valorem tax exemption filed with the City and in HRPB Case No. 18-00100211 is consistent with the United States Secretary of Interior's *Standards for Rehabilitation*, the City of Lake Worth Beach Land Development Regulations 23.5-4 and 23.5-5, and the property meets the requirements of Section 196.1997, Florida Statutes.

SECTION 4. In accordance with this finding, the City Commission hereby approves an ad valorem tax exemption for a ten-year period, commencing on January 1, 2021, and expiring December 31, 2030, from that portion of ad valorem taxes levied on the increase in assessed value resulting from the restoration, renovation, and rehabilitation improvements, for the real property described as:

Property Owner: CROUCHING TIGER HIDDEN DRAGON  
INVESTMENT GROUP LLC

Address: 407 South Lakeside Drive  
Lake Worth Beach, Florida 33460

Legal Description: Lot 8, Block 165, The Palm Beach Farms Company Plat No. 2, Lucerne Townsite (now known as Lake Worth), according to the plat thereof, on file, in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, Plat Book 2, Page(s) 29 through 40.

SECTION 5. Prior to the ad valorem tax exemption described herein being effective, the Property Owner shall execute and record in the Public Records of Palm Beach County, a restrictive covenant in a form established by the State of Florida, Department of State, Division of Historical Resources, requiring that the qualifying improvements must be maintained during the period for which the tax exemption is granted. A copy of the recorded covenant shall be provided to the City's Historic Preservation Planner.

SECTION 6. A certified copy of this resolution shall be provided to the Palm Beach County Property Appraiser.

SECTION 7. This resolution shall take effect upon its passage and approval.

The passage of this resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo  
Vice Mayor Andy Amoroso  
Commissioner Scott Maxwell  
Commissioner Carla Blockson  
Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

### HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the \_\_\_\_\_ day of \_\_\_\_\_, by CROUCHING TIGER HIDDEN DRAGON INVESTMENT GROUP LLC, (hereinafter referred to as the Owner) and in favor of the City of Lake Worth Beach, Florida (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 407 South Lakeside Drive, Lake Worth Beach, Florida which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance. The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are X architecture, \_\_\_\_\_ history, \_\_\_\_\_ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows (include city reference, consisting of repository, book, and page numbers): Lot 8, Block 165, The Palm Beach Farms Company Plat No. 2, Lucerne Townsite (now known as Lake Worth), according to the plat thereof, on file, in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, Plat Book 2, Page(s) 29 through 40.

In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption which is from January 1, 2021 to December 31, 2030.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office. The address of the certified Local Historic Preservation Office is:

City of Lake Worth Beach, Division of Planning, Zoning, and Historic Preservation  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, Florida 33401  
Telephone: (561) 586-1687

The address of the Division of Historical Resources is:

Bureau of Historic Preservation  
Division of Historical Resources  
R.A. Gray Building, 500 South Bronough Street  
Tallahassee, Florida 32399-0250  
Telephone Number: (850) 245-6333 or (800) 847-PAST (7278)

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in the Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition

existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years 'n which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

9. The terms of this covenant shall be binding on the current Property Owner, transferees, heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

Date: \_\_\_\_\_

CITY OF LAKE WORTH BEACH, FLORIDA

WITNESSES AS TO THE CITY:

By: \_\_\_\_\_

Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved As To Form And Legal Sufficiency:

By: \_\_\_\_\_

Glen Torcivia, City Attorney  
Florida Bar No. 343374

Date: \_\_\_\_\_

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

By: \_\_\_\_\_

Title Manager  
CROUCHING TIGER HIDDEN  
DRAGON INVESTMENT GROUP LLC

Isabel Chwen

Chuangang Wang

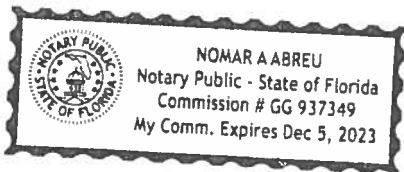
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this 4<sup>th</sup> day of Feb, 2021, by,

Justin Hu who is personally known to me, or produce  
Driver License ID as identification.

Nomar A. Abreu

Notary Public  
My Commission Expires



# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** Eating disorders affect upwards of 28.8 million individuals in the United States during their lifetimes or 9% of the U.S. population during their lifetime; and

**WHEREAS,** Eating disorders, including the specific disorders of anorexia nervosa, bulimia nervosa, binge eating disorder, avoidant/restrictive food intake disorder, and other specified feeding or eating disorders, are complex, biologically based illnesses; and

**WHEREAS,** Eating disorders are associated with serious physical health consequences, including irregular heartbeats, heart disease and heart failure, kidney failure, osteoporosis, gastric rupture, tooth decay, obesity, gall bladder disease, diabetes, and death; and

**WHEREAS,** At least once every 52 minutes, someone dies due to their struggle with an eating disorder, and anorexia nervosa has the highest mortality rate of any mental illness; and

**WHEREAS,** Eating disorders know no boundaries with respect to genders, ages, races, ethnicities, body shapes and weights, sexual orientations, and socioeconomic statuses; and

**WHEREAS,** Eating disorders have a high prevalence amongst active military service members and veterans; and

**WHEREAS,** The yearly economic cost of eating disorders is \$64.7 Billion with an additional loss of wellbeing per year of \$326.5 billion; and

**WHEREAS,** With early detection and intervention, full recovery from an eating disorder is possible; and

**WHEREAS,** The Alliance for Eating Disorders Awareness, a 501(c)(3) non-profit organization, is the leading, national eating disorders organization, headquartered in the State of Florida, dedicated to providing programs and activities aimed at outreach, education, and early intervention for all eating disorders.

**NOW, THEREFORE,** I, PAM TRIOLO, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim

**FEBRUARY 22 to FEBRUARY 28, 2021**

as

**EATING DISORDERS AWARENESS WEEK**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 16th day of February, 2021.

\_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, City Clerk



# CITY OF LAKE WORTH BEACH

## PROCLAMATION

- WHEREAS,** 2-1-1HelpLine is proud to announce it is celebrating 50 years of service to our community! And
- WHEREAS,** Over this span of time 2-1-1 HelpLine has responded to over 3 million requests for help from people of all walks of life- providing the guidance and support they've needed; 2-1-1 continued to do so throughout the course of the current pandemic; and
- WHEREAS,** Requests for help more than doubled at periods in response to COVID-19 last year; Caring staff continue to be that beacon of hope providing crisis support, when people are overwhelmed and do not know where to turn... 2-1-1 is available anytime of day or night; and
- WHEREAS,** 2-1-1 also has specialized advocacy and support programs that include The Special Needs HelpLine, Help Me Grow catching children's developmental delays early, Elder Crisis Outreach; and
- WHEREAS,** 2-1-1's life-saving "Sunshine" Daily Telephone Reassurance calls continue to brighten the lives of local isolated seniors and has expanded to include isolated caregivers; and
- WHEREAS,** 2-1-1's My Florida Veterans provides peer to peer support, & helps veterans to readjust, providing linkage to services- for veterans and their families.

**NOW THEREFORE,** I Pam Triolo, Mayor of the City of Lake Worth Beach, by virtue of the authority vested in me do hereby proclaim

**FEBRUARY 11-17, 2021**  
**as**  
**2-1-1 AWARENESS WEEK**

and urge all citizens to be aware that if they are overwhelmed and in crisis or just need to talk, 2-1-1 is available any time of day or night and that 2-1-1 staff can also provide referrals for Mental Health Counseling, Substance Abuse, Health Care, Employment, Food Assistance, Day Care, Support Groups, Volunteering, VITA free income tax preparation and so much more.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 16th day of February, 2021.

\_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Comm. Sustainability

**TITLE:**

Agreement to extend the deadlines referenced in the “Mediation Settlement Agreement” relating to the development of properties located at and 7 North B Street, 15 N B Street and 1602 Lake Avenue (hereinafter “Project Properties”).

**SUMMARY:**

Pursuant to a mediation settlement agreement entered into with 1511 Lucerne, LLC and WENJO Partners, then owners of properties located at 1511 Lucerne Avenue and 7 North B Street in Lake Worth Beach, respectively, the City agreed to enter into a purchase and sale agreement with WENJO Partners to facilitate development of 7 North B Street. WENJO Partners sold its interest in the property to 7 North B, LLC, before an agreement to sell the property to the City could be facilitated.

In May 2020, the City entered into an Agreement for Purchase and Sale of Real Property with 7 North B, LLC, which it assigned to the CRA. Since then the parties adjusted the deadlines in July 2020, primarily due to Covid-19. Since then the parties have determined that the deadlines referenced in the mediation settlement agreement and First Amendment need to be adjusted further.

**BACKGROUND AND JUSTIFICATION:**

In August 2019, the City Commission entered into a mediation settlement agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens on properties owned by 1511 Lucerne, LLC, and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue. The City owns 15 North B Street and 1602 Lake Avenue. WENJO Partners owned 7 North B Street at the time of the mediation and shortly thereafter sold its interest to 7 North B, LLC, whose primary manager is Bhavin Shah.

In accordance with the mediation settlement agreement, the City entered into a Purchase and Sale Agreement with the new owner, 7 North B, LLC, to purchase 7 North B Street and the City assigned its interests to the CRA. There were deadlines under the terms of the mediation settlement agreement that were modified in July 2020. The parties are requesting additional extensions as follows:

Lake Worth Beach CRA Enters into an Agreement with a Developer  
Lake Worth Beach CRA Closes on sale of Project Properties

April 15, 2021  
January 15, 2022

City commission approval is needed to extend the dates.

**MOTION:**

Move to approve/disapprove the Second Amendment with 7 North B, LLC to extend the deadlines in the First Amendment.

**ATTACHMENT(S):**

Fiscal Impact Analysis n/a  
Second Amendment for Extension  
First Amendment for Extension  
Mediation Settlement Agreement

## **SECOND AMENDMENT TO MEDIATION SETTLEMENT AGREEMENT**

**THIS SECOND AMENDMENT** is entered into this \_\_\_\_\_ day of February 2021, by and between the City of Lake Worth Beach, Florida (“City”) and 7 North B, LLC, as successor to the interests of 1511 Lucerne, LLC, in the Mediation Settlement Agreement (“Settlement Agreement”).

### **RECITALS:**

Whereas, in August 2019, the City Commission entered into a Settlement Agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens on properties owned by 1511 Lucerne, LLC, and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue (collectively “Project Properties”), the latter two (15 North B Street and 1602 Lake Avenue) were already owned by the City; and

Whereas, although the City contemplated purchasing 7 North B Street from WENJO Partners, WENJO Partners sold its interest in the property to 7 North B, LLC, before an agreement with the City could be facilitated; and

Whereas, in accordance with the Settlement Agreement, in May 2020, the City entered into an Agreement for Purchase and Sale of Real Property regarding 7 North B Street with 7 North B, LLC, and the City assigned its interests therein to the Community Redevelopment Agency (“CRA”); and

Whereas, the Settlement Agreement also contemplated and discussed deadlines for issuing an RFP, awarding the RFP/ entering into an agreement with a developer, and closing on the Project Properties with a developer; and

Whereas, due to unforeseen circumstances related to the COVID-19 pandemic, the parties agreed to extend the deadlines and entered into a First Amendment on July 20, 2020; and

Whereas, the parties need an additional extension to finalize the sale of the Project Properties and the parties agree to enter into this Second Amendment to facilitate the sale.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** Change of Date for Executing Agreement. The date for executing a contract between a developer and the CRA as set forth in paragraphs 10 and 11 of the Settlement Agreement (August 3, 2020), as amended in the First Amendment (February 3, 2021) is hereby changed to April 15, 2021.

**Section 2.** Change of Date for Closing. The date for closing on the sale of the Project Properties as set forth in paragraph 11 of the Settlement Agreement (February 3, 2021) as amended in the First Amendment (August 3, 2021), is hereby changed to January 15, 2022.

**Section 4.** Effect. All other terms of the Settlement Agreement shall remain in full

force and effect.

**Section 5.** Effective Date. This Second Amendment shall be executed and become effective upon execution by 7 North B LLC and the City.

**Section 6.** Counterparts. This Second Amendment may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Second Amendment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the have caused this Second Amendment to be duly executed as of the day and year first above written.

**CITY OF LAKE WORTH BEACH**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST

\_\_\_\_\_  
Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney  
/phr

**7 NORTH B, LLC**  
a Florida Limited Liability Company

By:  \_\_\_\_\_

[Corporate Seal]

Print Name: Bhavin Shah

Title: Authorized Signatory

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by means of [ ] physical presence or [ ] online notarization, by \_\_\_\_\_, as \_\_\_\_\_ (title) of 7 North B, LLC, a limited liability company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH,  
FLORIDA, a municipal corporation,

CASE NO.: 2018-CA-008086 MB

Plaintiff,

v.

1511 LUCERNE, LLC,  
a Florida Corporation,

Defendant.

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**MEDIATION SETTLEMENT AGREEMENT**

Plaintiff (also referred to as "City") and Defendant agree as follows, (subject to approval by the Lake Worth Beach City Commission):

1. With regard to the property located at 1511 Lucerne Avenue, Lake Worth Beach, Florida, Plaintiff agrees to accept \$6,320.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
2. With regard to the property located at 1108 1<sup>st</sup> Avenue South, Lake Worth Beach, Florida, Plaintiff agrees to accept \$23,900.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
3. Plaintiff agrees at the time of signing this Agreement, Defendant is in compliance with regard to the above-referenced properties.
4. Plaintiff and Defendant shall jointly inform the Court of this settlement, and request a stay of the proceedings within 30 days following approval of this Agreement by the City Commission. Plaintiff shall file a "Notice of Voluntary Dismissal with Prejudice" of the above-captioned litigation no later than 10 days after receipt of payment of the fines, fees, and liens as referenced herein.

5. WENJO Partners, hereinafter referred to as "WENJO," is the Owner of property located at 7 North B Street, Lake Worth Beach, Florida. In an effort to reach agreement with the City, Defendant has induced WENJO to become a part of this Mediation Settlement Agreement. As such, WENJO agrees to enter into a Purchase and Sale Agreement with the City as it relates to 7 North B Street. The Purchase and Sale Agreement shall be in a form substantially similar to the FAR-BAR Contract, and provide, among other things, a specific purchase price that shall be determined as follows:

- a. The City shall order and provide to Defendant and WENJO an appraisal for the 7 North B. Street, 15 North B. Street, and 1602 Lake Avenue properties, all located in the City of Lake Worth Beach, Florida, as though the properties were unified, ("The Project Property") within 30 days of execution of this Agreement.
- b. If Defendant/WENJO does not accept the appraisal obtained by the City, then Defendant/WENJO shall obtain its own appraisal of the Project Property within 30 days of receiving the City's appraisal.
- c. If the appraisals differ by less than 15%, then the parties shall split the difference between the two appraisals, and the resulting amount will be included in the Purchase and Sale Agreement. If the appraisals differ by more than 15%, then the parties shall split the cost of a third appraisal from an appraiser who the City's and Defendant/WENJO's appraisers shall select within 15 days. The third appraiser must provide the appraisal within 15 days of selection. The three appraisals shall then be averaged together, and the average of the appraisals shall determine the minimum purchase price for the sale of the Project Property ("The Purchase Price").
- d. Upon the sale of the Project Property, WENJO shall be entitled to receive an amount equal to the pro rata share of the Purchase Price based on the square footage of the 7 North B Street property in relation to the entire Project Property, less WENJO's pro rata share of all fees and costs incurred by the



Lake Worth Beach Community Redevelopment Agency ("CRA") with respect to the sale of the Project Property.

6. The closing on the sale of 7 North B Street shall be contingent on the approval of a site plan for a project ("Project") located on The Project Property by the City Commission and the expiration of all appeal periods.
7. The City shall be entitled to assign the Purchase and Sale Agreement to the CRA without having to obtain the consent of the Defendant/WENJO.
8. The Defendant/WENJO may assign its interest in the Purchase and Sale Agreement to a third party, subject to the consent of the City Commission and the CRA, such consent shall not be unreasonably withheld. The City Commission and the CRA shall consider the request for the assignment no later than sixty (60) days after receipt of the request for the assignment from Defendant/WENJO. The request for the assignment shall be provided to the City Manager with a copy to the City Attorney.
9. When the Purchase and Sale Agreement is assigned to the CRA, the CRA shall issue a Request for Proposals ("RFP") for the development and sale of The Project Property no later than 60 days after the execution of the Purchase and Sale Agreement by the City. If the Purchase and Sale Agreement is not assigned to the CRA, then the CRA's obligations contained in this Agreement shall become the City's obligation.
10. The RFP shall be awarded by the CRA to a qualified developer entity, and a contract between the developer and the CRA shall be executed on or before August 3, 2020.
11. If the CRA does not execute a Purchase and Sale Agreement with a qualified developer entity prior to August 3, 2020, or if the sale of the Project Property does not close on or before February 3, 2021, through no fault of Defendant or WENJO, then the City shall have the right of first refusal to purchase 7 North B Street from WENJO for the Purchase Price as calculated through the process contained herein.

- 12. If the City does not exercise the right of first refusal within ninety (90) days of the date that the RFP process terminates or fails, the Purchase and Sale Agreement shall terminate and WENJO shall retain ownership of 7 North B Street. In such event, the Defendant shall pay to Plaintiff the amounts stated herein as fines, administrative expenses, and attorneys fees no later than thirty (30) days following the expiration of the City's right of first refusal.
- 13. Defendant shall pay to Plaintiff \$7,500.00 for attorneys' fees. Payment shall be made on or by closing, or as otherwise provided herein.
- 14. This Agreement may be amended by mutual agreement of both the Plaintiff and Defendant.
- 15. The Court reserves jurisdiction to enforce the terms of this Settlement Agreement.

Defendant (s)	Date	Plaintiff	Date
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<u>John F. Romano</u>	<u>6-10-19</u>	<u>[Signature]</u>	<u>7/14/19</u>
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Attorney	Date	Attorney	Date
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<u>[Signature]</u>	<u>7/19/19</u>	<u>[Signature]</u>	<u>7/10/19</u>
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City Attorney	Date
---------------	------

<u>Pamela H. Ry</u>	<u>7/16/19</u>
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On behalf of WENJO Partnership	Date
--------------------------------	------

<u>John F. Romano</u>
John Romano, Partner

6 JUL 2019

**FIRST AMENDMENT TO MEDIATION SETTLEMENT AGREEMENT**

**THIS FIRST AMENDMENT** is entered into this 20th day of July, 2020, by and between the City of Lake Worth Beach, Florida (“City”) and 7 North B, LLC, as successor to the interests of 1511 Lucerne, LLC, in the Mediation Settlement Agreement (“Settlement Agreement”).

**RECITALS:**

Whereas, in August 2019, the City Commission entered into a Settlement Agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens on properties owned by 1511 Lucerne, LLC, and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue (collectively “Project Properties”), the latter two (15 North B Street and 1602 Lake Avenue) were already owned by the City; and

Whereas, although the City contemplated purchasing 7 North B Street from WENJO Partners, WENJO Partners sold its interest in the property to 7 North B, LLC, before an agreement with the City could be facilitated; and

Whereas, in accordance with the Settlement Agreement, in May 2020, the City entered into an Agreement for Purchase and Sale of Real Property regarding 7 North B Street with 7 North B, LLC, and the City assigned its interests therein to the Community Redevelopment Agency (“CRA”); and

Whereas, the Settlement Agreement also contemplated and discussed deadlines for issuing an RFP, awarding the RFP/ entering into an agreement with a developer, and closing on the Project Properties with a developer; and

Whereas, due to unforeseen circumstances related to the COVID-19 pandemic, the parties have agreed to extend the deadlines in accordance with this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** Change of Date for RFP Issuance. The date for issuance of the RFP as set forth in paragraph 9 of the Settlement Agreement is hereby changed from “no later than 60 days after the execution of the Purchase and Sale Agreement” to July 31, 2020.

**Section 2.** Change of Date for Executing Agreement. The date for executing a contract between a developer and the CRA as set forth in paragraphs 10 and 11 of the Settlement Agreement is hereby changed from August 3, 2020 to February 3, 2021.

**Section 3.** Change of Date for Closing. The date for closing on the sale of the Project Properties as set forth in paragraph 11 of the Settlement Agreement is hereby changed from February 3, 2021, to August 3, 2021.

**Section 4.** Effect. All other terms of the Settlement Agreement shall remain in full

force and effect.

**Section 5.** Effective Date. This First Amendment shall be executed and become effective upon execution by 7 North B LLC and the City.

**Section 6.** Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same First Amendment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the have caused this First Amendment to be duly executed as of the day and year first above written.

CITY OF LAKE WORTH BEACH



By: [Signature]  
Pam Triolo, Mayor

ATTEST

[Signature]  
Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

[Signature]  
Glen J. Torcivia, City Attorney  
/phr

7 NORTH B, LLC  
a Florida Limited Liability Company

By: [Signature]

[Corporate Seal]

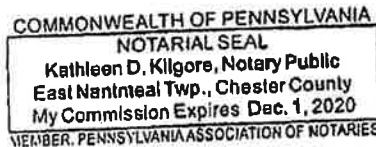
Print Name: Bhavin Shah

Title: Authorized Signatory

STATE OF Pennsylvania )  
COUNTY OF Chester )

The foregoing instrument was acknowledged before me this 20th day of July, 2020, by Bhavin Shah, as Authorized Signatory (title) of 7 NORTH B, LLC, a Florida limited liability, and who is personally known to me or who has produced the following: personally known, as identification.

[Signature]  
Notary Public



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2020-20 – Second Reading – amending Chapter 23 “Land Development Regulations” regarding changes to temporary uses, home occupations and several minor modifications related to development standards for parking and accessory dwelling units, and maintenance easements on zero lot line properties

**SUMMARY:**

Consideration of Ordinance 2020-20 amending Chapter 23 “Land Development Regulations” of the City's Code of Ordinances as follows:

- Article 2, [NEW SECTION] Section 23.2-37. – Temporary Use Permit
- Article 3, Section 23-3.6 – Use Tables
- Article 4, Section 23.4-1. - Secondary (accessory) dwelling unit.
- Article 4, Section 23.4-6. – Home Occupations
- Article 4, Section 23.4-10. – Off-street parking
- Article 4, [NEW SECTION] Section 23.4-22 – Temporary uses
- Article 5, Section 23.5-7. - Concurrency management and public facility capacity

There also are a few changes to Chapter 18, Sec. 18-103 related to easements on zero lot line properties, which are also located in Chapter 23, Section 23.5-7.

**BACKGROUND AND JUSTIFICATION:**

Ordinance 2020-20 provides for a series of updates, clarifications, corrections and additions to the City's Land Development Regulations (LDRs). Back at its workshop on March 3, 2019, Staff presented a series of priorities for the LDRs to the Commission. The subject LDR amendments address a third series of prioritized items identified at the March meeting as well as proposed updates to the City's home occupation section. The draft text amendments are summarized below.

- **Zero Lot Line Maintenance Easements:** The proposed amendments will provide clarity related to access easement requirements on zero lot line properties.
- **Temporary Uses:** The proposed amendments create a temporary use permit process, development standards for temporary uses and add temporary uses to the permitted use table. These temporary uses include temporary parking, construction related facilities and seasonal product sales.
- **Accessory Dwelling Units:** The proposed amendments will clarify size and construction standards for accessory dwelling units.

- **Home Occupations:** The proposed amendments will to allow for additional flexibility for professional home occupations office uses in mixed use districts.
- **Parking:** The proposed amendments will clarify the parking requirement for accessory dwelling units and that the parking in-lieu fee is available only in the City's core area.

At the November 18, 2020 advisory board meeting, the Historic Resources Preservation Board discussed the amendments and recommended unanimously for the City Commission to approve the proposed amendments. At the January 6, 2021 advisory board meeting, the Planning & Zoning Board discussed the amendments and also recommended unanimously for the City Commission to approve the proposed amendments.

At its meeting of February 2, 2021, the City Commission unanimously voted (5-0) to approve the ordinance on first reading.

**MOTION:**

Move to **approve/disapprove** Ordinance No. 2020-20 on second reading.

**ATTACHMENT(S):**

PZB/HRPB Staff Report  
Ordinance 2020-20



DATE: November 10, 2020

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: November 18, 2020 & January 6, 2021

SUBJECT: **PZHP 20-03100008 (Ordinance 2020-20)**: Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to temporary uses, home occupations and several minor modifications related to development standards for parking and accessory dwelling units, and maintenance easements on zero lot line properties.

---

**BACKGROUND/ PROPOSAL:**

On March 5, 2020, the City Commission held a workshop on the prioritization of amendments to the City’s Land Development Regulations (LDR) that were previously identified by staff and the Commission. The subject LDR amendments address the third tier of prioritized items identified at the March meeting. These include changes related to temporary uses and home occupations. In addition, several minor modifications related to parking, accessory dwelling units, and maintenance easements on zero lot line properties are included. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan. A summary of each component in the draft ordinance is also provided.

The proposed amendments for and the following sections of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 2, [NEW SECTION] Section 23.2-37. – Temporary Use Permit
- Article 3, Section 23-3.6 – Use Tables
- Article 4, Section 23.4-1. - Secondary (accessory) dwelling unit.
- Article 4, Section 23.4-6. – Home Occupations
- Article 4, Section 23.4-10. – Off-street parking
- Article 4, [NEW SECTION] Section 23.4-22 – Temporary uses
- Article 5, Section 23.5-7. - Concurrency management and public facility capacity

There also are a few changes to Chapter 18, Sec. 18-103 related to easements on zero lot line properties, which are also located in Chapter 23, Section 23.5-7.

**Zero Lot Line Maintenance Easements:** The proposed amendments will provide clarity related to access easement requirements on zero lot line properties.



**Temporary Uses:** The proposed amendments create a temporary use permit process, development standards for temporary uses and add temporary uses to the permitted use table. These temporary uses include temporary parking, construction related facilities and seasonal product sales.

**Accessory Dwelling Units:** The proposed amendments will clarify size and construction standards for accessory dwelling units.

**Home Occupations:** The proposed amendments will to allow for additional flexibility for professional home occupations office uses in mixed use districts.

**Parking:** The proposed amendments will clarify the parking requirement for accessory dwelling units and that the parking in-lieu fee is available only in the City's core area.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt PZB/HRPB Project Number 20-03100008 (Ordinance 2020-20).

**POTENTIAL MOTION:**

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB/HRPB Project Number 20-03100008 (Ordinance 2020-20).

Attachments

- A. Draft Ordinance 2020-20

1  
2  
3 **ORDINANCE 2020-20 - AN ORDINANCE OF THE CITY OF LAKE**  
4 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 18 “UTILITIES,”**  
5 **ARTICLE 7 “STORMWATER UTILITY”, SECTION 18-103. – “ON SITE**  
6 **DRAINAGE” BY REQUIRING MAINTENANCE EASEMENTS FOR ZERO**  
7 **LOT LINE LOTS; AMENDING CHAPTER 23 “LAND DEVELOPMENT**  
8 **REGULATIONS, BY ADDING A NEW SECTION 23.2-37. –**  
9 **“TEMPORARY USE PERMIT” TO CREATE AN APPROVAL PROCESS**  
10 **FOR TEMPORARY USES; AMENDING ARTICLE 3 “ZONING**  
11 **DISTRICTS,” DIVISION 1 “GENERALLY,” SECTION 23.3-6 “USE**  
12 **TABLES” TO ESTABLISH TEMPORARY USES PERMITTED BY**  
13 **ZONING DISTRICT; AMENDING ARTICLE 4, “DEVELOPMENT**  
14 **STANDARDS,” SECTION. 23.4-1. – “SECONDARY (ACCESSORY)**  
15 **DWELLING UNITS,” SECTION 23.4-6. – “HOME OCCUPATIONS,”**  
16 **SECTION 23.4-10. – “OFF-STREET PARKING” TO CLARIFY**  
17 **DEVELOPMENT STANDARDS RELATED TO ACCESSORY DWELLING**  
18 **UNITS AND PARKING AS WELL AS PROVIDE ADDITIONAL**  
19 **FLEXIBILITY FOR HOME OCCUPATION USES IN MIXED USE**  
20 **DISTRICTS, AND ADDING A NEW SECTION 23.4-22 – “TEMPORARY**  
21 **USES” TO ESTABLISH DEVELOPMENT REVIEW STANDARDS FOR**  
22 **TEMPORARY USES; BY AMENDING ARTICLE 5 “SUPPLEMENTARY**  
23 **REGULATIONS” SECTION 23.5-7. – “CONCURRENCY MANAGEMENT**  
24 **AND PUBLIC FACILITY CAPACITY” TO REQUIRE MAINTENANCE**  
25 **EASEMENTS ON ZERO LOT LINE LOTS; AND PROVIDING FOR**  
26 **SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE**  
27 **DATE**

28  
29  
30 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State  
31 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the  
32 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct  
33 municipal government, perform municipal functions, and render municipal services, and  
34 may exercise any power for municipal purposes, except as expressly prohibited by law;  
35 and

36  
37 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing  
38 body of each municipality in the state has the power to enact legislation concerning any  
39 subject matter upon which the state legislature may act, except when expressly prohibited  
40 by law; and

41  
42 **WHEREAS**, the City wishes to amend Chapter 18 “Utilities,” Article 7 “Stormwater  
43 Utility”, Section 18-103. – On site drainage, to provide clarity related to access easement  
44 requirements; and

45  
46 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration  
47 Division” 3, “Permits,” by adding a NEW Section 23.2-37. – Temporary Use Permit; to  
48 create a new temporary use review permit process and review standards; and  
49

50           **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,”  
51 Division 1 “Generally,” Section 23.3-6 Use Tables to establish permitted temporary uses  
52 by zoning district; and

53  
54           **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development  
55 Standards,” Section 23.4-1. – Secondary (Accessory) Dwelling Unit, to clarify size and  
56 construction standards for accessory dwelling units; and

57  
58           **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development  
59 Standards,” Section 23.4-6. – Home Occupations to allow for additional flexibility for home  
60 occupations office uses in mixed use districts; and

61  
62           **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development  
63 Standards,” Section 23.4-10. – Off-street parking to clarify the parking for accessory  
64 dwelling units and that the parking in-lieu fee is available only in the City’s core area; and

65  
66           **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development  
67 Standards,” to establish a new section, Section 23.4-22 – Temporary uses to establish  
68 supplementary development standards for temporary uses; and

69  
70           **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplementary  
71 Regulations” Sec. 23.5-7. - Concurrency management and public facility capacity to  
72 provide clarity related to access easement requirements; and

73  
74           **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning  
75 agency, considered the proposed amendments at a duly advertised public hearing; and

76  
77           **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local  
78 planning agency, considered the proposed amendments at a duly advertised public  
79 hearing; and

80  
81           **WHEREAS**, the City Commission has reviewed the proposed amendments and  
82 has determined that it is in the best interest of the public health, safety, and general  
83 welfare of the City to adopt this ordinance.

84  
85           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
86 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

87  
88           **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as  
89 being true and correct and are made a specific part of this Ordinance as if set forth herein.

90  
91           **Section 2:** Chapter 18 “Utilities,” Article 7 “Stormwater Utility”, Section 18-103.  
92 – On site drainage of the City’s Code of Ordinances, is hereby amended by adding the  
93 words shown in underlined type and deleting the words ~~struck through~~ as indicated in  
94 **Exhibit A.**

95  
96           **Section 3:** Chapter 23 Land Development Regulations,” Article 2  
97 “Administration Division” 3, “Permits,” NEW Section 23.2-37. – Temporary Use Permit

98 related to temporary use permits is hereby amended by adding the words shown in  
99 underlined type and deleting the words ~~struck through~~ as indicated in **Exhibit B**.

100  
101 **Section 4:** Chapter 23 Land Development Regulations,” Article 3 “Zoning  
102 Districts,” Division 1 “Generally,” Section 23.3-6 Use Tables related to permitted  
103 temporary uses by zoning district; is hereby amended by adding the words shown in  
104 underlined type and deleting the words ~~struck through~~ as indicated in **Exhibit C**.

105  
106 **Section 5:** Chapter 23 Land Development Regulations,” Article 4 “Development  
107 Standards,” Section 23.4-1. – Secondary (Accessory) Dwelling Unit related to accessory  
108 dwelling units is hereby amended by adding the words shown in underlined type and  
109 deleting the words ~~struck through~~ as indicated in **Exhibit D**.

110  
111 **Section 6:** Chapter 23 “Land Development Regulations,” Article 4  
112 “Development Standards,” Section 23.4-6. – Home Occupations related to home  
113 occupations are hereby amended by adding the words shown in underlined type and  
114 deleting the words ~~struck through~~ as indicated in **Exhibit E**.

115  
116 **Section 7:** Chapter 23 “Land Development Regulations,” Article 4  
117 “Development Standards,” Section 23.4-10. – Off-street parking related to parking  
118 requirements for accessory dwelling units and the parking in-lieu fee is hereby amended  
119 by adding the words shown in underlined type and deleting the words ~~struck through~~ as  
120 indicated in **Exhibit F**.

121  
122 **Section 8:** Chapter 23 “Land Development Regulations,” Article 4  
123 “Development Standards,” related to the establishment of a new section, Section 23.4-22  
124 – Temporary uses, is hereby amended by adding the words shown in underlined type and  
125 deleting the words ~~struck through~~ as indicated in **Exhibit G**.

126  
127 **Section 9:** Chapter 23 “Land Development Regulations,” Chapter 23, Article 5  
128 “Supplementary Regulations” Sec. 23.5-7. - Concurrency management and public facility  
129 capacity related to access easement requirements is hereby amended by adding the  
130 words shown in underlined type and deleting the words ~~struck through~~ as indicated in  
131 **Exhibit H**.

132  
133 **Section 10:** Severability. If any section, subsection, sentence, clause, phrase or  
134 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
135 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
136 independent provision, and such holding shall not affect the validity of the remaining  
137 portions thereof.

138  
139 **Section 11:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
140 conflict herewith are hereby repealed to the extent of such conflict.

141  
142 **Section 12:** Codification. The sections of the ordinance may be made a part of  
143 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
144 accomplish such, and the word “ordinance” may be changed to “section”, “division”, or  
145 any other appropriate word.

147 **Section 13:** Effective Date. This ordinance shall become effective 10 days after  
148 passage.

149  
150

151 The passage of this ordinance on first reading was moved by Commissioner  
152 Robinson, seconded by Commissioner Blockson, and upon being put to a vote, the vote  
153 was as follows:

154

155	Mayor Pam Triolo	AYE
156	Vice Mayor Andy Amoroso	AYE
157	Commissioner Scott Maxwell	AYE
158	Commissioner Carla Blockson	AYE
159	Commissioner Herman Robinson	AYE

160

161 The Mayor thereupon declared this ordinance duly passed on first reading on the  
162 2<sup>nd</sup> day of February, 2021.

163

164

165 The passage of this ordinance on second reading was moved by  
166 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
167 the vote was as follows:

168

169	Mayor Pam Triolo
170	Vice Mayor Andy Amoroso
171	Commissioner Scott Maxwell
172	Commissioner Carla Blockson
173	Commissioner Herman Robinson

174

175 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
176 \_\_\_\_\_, 2021.

177

178

LAKE WORTH BEACH CITY COMMISSION

179

180

181

By: \_\_\_\_\_  
Pam Triolo, Mayor

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183

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ATTEST:

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186

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\_\_\_\_\_  
Deborah Andrea, CMC, City Clerk

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**EXHIBIT A**

Chapter 18

CODE OF ORDINANCES ARTICLE 7 “STORMWATER UTILITY”

\*\*\*

**Sec. 18-103. - On site drainage.**

Prior to the issuance of a building permit for construction on property, a site drainage plan and drainage computations shall be submitted for approval by the director or designee. The drainage plan must indicate facilities which will totally contain on-site a three-year one-hour storm event and such facilities must be constructed prior to final inspection by the city. For zero lot line lots, a three (3) foot maintenance easement shall be provided on the non-zero side of each zero-lot-line lot to allow for maintenance of the adjoining property and whenever feasible on existing non-conforming lots as determined by the city engineer and the development review official.

\*\*\*

EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 2 "ADMINISTRATION"

Division 3 Permits

**[NEW SECTION] Section 23.2-37. – Temporary Use Permit**

- a. Applicability. The following temporary uses may not be commenced until the applicant obtains a Temporary Use Permit from the development review official. The permit specifies the specific use, the period of time for which it is approved, and any special conditions attached to the site-specific approval. The following uses may be permitted, subject to the issuance of a Temporary Use Permit:
1. Temporary uses identified and consistent with the supplementary standards in Section 23.4-22, including but not limited to: sales offices, construction field offices, off-site construction staging, temporary parking lots, and private farmer's markets.
  2. Pumpkins, Christmas trees, and other seasonal product sales or temporary farmer's market. No permit shall be required for seasonal product sales operated as part of a school or place of worship.
  3. Temporary storage or other uses related to emergency management. Such uses shall be operated by a governmental entity or organization engaged in recovery or emergency management efforts.
  4. Similar temporary uses which, in the opinion of the development review official, are compatible with the district and surrounding land uses.
- b. Approval authority. The development review official, in accordance with the procedures, standards and limitations of this section, shall approve or deny an application for a temporary use permit after review and comment by the site plan review team (if applicable). The development review official's decision on a temporary use permit is final, but may be appealed to the appropriate regulatory board by the applicant or affected party, pursuant to section 23.2-17. Special events shall require a special event permit and shall not require a temporary use permit unless otherwise specified herein.
- c. Review Process. A Temporary Use Permit application shall be reviewed administratively for consistency with the supplementary standards in Section 23.4-22 and the approval criteria in this section. The development review official may determine that the proposed temporary use has substantial impacts on adjacent properties in the vicinity of the temporary use, which would warrant review by the appropriate review board at a public meeting.
- d. General procedures. An application for a temporary use permit shall be made in writing upon an application form approved by the Department for Community Sustainability, and shall be accompanied by applicable fees. The Department for Community Sustainability shall review the application in accordance with these LDRs and prepare a result letter that summarizes the application and the effect of the proposed use, compliance with the review criteria and supplementary standards, conditions of approve if applicable, and approve or deny the application as submitted.
- e. Additional requirements. Prior to approving any administrative use permit, the development review official shall ensure that the following requirements have been met:
1. Any and all outstanding code enforcement fees and fines related to the project site have been paid to the city.
  2. Any previously imposed conditions of approval at the site have been met, if applicable.
  3. All buildings and structures used for a temporary use shall have an active applicable rental business license with the appropriate use and occupancy approval for the propose temporary use.
  4. A business license and registration of individual vendors with the City shall be required, if applicable and as determined by the development review official.

- 260 f. Approval Criteria. The development review official shall review temporary uses for consistency with  
261 the following standards:
- 262 1. Land Use Compatibility. The temporary use must be compatible with the purpose and intent of the  
263 City's land development regulations and the zoning district in which it will be located except when  
264 the use is related to temporary construction activity or emergency management. The temporary  
265 use shall not impair the normal, safe, and effective operation of a permanent use on the same site.  
266 The temporary use shall not endanger or be materially detrimental to the public health, safety, or  
267 welfare or injurious to property or improvements in the vicinity of the temporary use, given the  
268 nature of the activity, its location on the site, and its relationship to parking and access points.
  - 269 2. Compliance with Other Regulations. A building permit or temporary certificate of occupancy may  
270 be required, as determined by the building official before any structure used in conjunction with the  
271 temporary use is constructed or modified. All structures and the site as a whole shall meet  
272 applicable building and fire code standards as well as any provisions of this code for such temporary  
273 use. Upon cessation of the temporary use, any structures associated with the temporary use shall  
274 be promptly removed and the site shall be returned to its previous condition (including the removal  
275 of all trash, debris, signage or other evidence of the temporary use).
  - 276 3. Duration. The duration of the temporary use shall be established at the time of approval of the  
277 Temporary Use Permit. In the event no time limit is established, the duration shall be for a period  
278 not to exceed ninety (90) days.
  - 279 4. Traffic Circulation. The temporary use shall not cause undue traffic congestion or accident  
280 potential, as determined by the city engineer, given anticipated attendance and the design of  
281 adjacent streets, intersections, and traffic controls.
  - 282 5. Off-Street Parking. Off-street parking shall be provided in accordance with the City's land  
283 development requirements, and it shall not create a parking shortage for any of the other existing  
284 uses on the site.
  - 285 6. Public Conveniences and Litter Control. Adequate on-site rest room facilities may be required.  
286 Adequate on-site solid waste containers may also be required. The applicant shall provide a written  
287 guarantee that all litter generated by the event or use shall be removed at no expense to the City.
  - 288 7. Appearance and Nuisances. The temporary use shall be compatible in intensity, appearance, and  
289 operation with surrounding land uses in the area, and it shall not unduly impair the usefulness,  
290 enjoyment, or value of adjacent properties due to the generation of excessive noise, dust, smoke,  
291 glare, spillover lighting or other forms of environmental or visual pollution. A mitigation plan for  
292 temporary uses, related to construction, emergency management, or for other temporary uses as  
293 determined by the development review official, shall be required prior to the issuance of a  
294 Temporary Use Permit when the use is in and/or adjacent to residential districts, in an effort to  
295 minimize compatibility issues.
  - 296 8. Signs. The development review official shall review all signage in conjunction with the issuance of  
297 the Temporary Use Permit. Such signage shall be in accordance with the requirements of this code.
  - 298 9. Other Conditions. The development review official may establish any additional conditions deemed  
299 necessary to ensure land use compatibility and to minimize potential adverse impacts on nearby  
300 uses, including, but not limited to, restrictions on hours of operation, temporary arrangements for  
301 parking and traffic circulation, requirements for screening/buffering, and guarantees for site  
302 restoration and cleanup following the temporary use.
- 303
- 304 g. Revocation. The development review official or building official may revoke a Temporary Use  
305 Permit due to nuisance concerns, land use compatibility or life-safety issues, or for the following  
306 reasons:
- 307 1. The applicant has misrepresented any material fact on its application or supporting materials.
  - 308 2. The temporary use fails or ceases to comply with applicable standards or criteria for issuance  
309 of a permit.
  - 310 3. The operation of the temporary use violates any statute, law ordinance, or regulation.
  - 311 4. The operation of the temporary use constitutes a nuisance or poses a real or potential threat  
312 to the health, safety, or welfare of the public.
- 313



**EXHIBIT C**

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

*Division 1 "Generally"*

\*\*\*

**Sec. 23-3.6 – Use Tables.**

*Under separate cover*

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**EXHIBIT D**

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-1. - Secondary (accessory) dwelling unit.

\*\*\*

b) Design standards. All secondary dwelling units shall conform to the following standards:

- 1. Existing development on lot. A single-family dwelling must currently exist on the lot or will be constructed in conjunction with the secondary unit.
- 2. Number of secondary units per parcel. Only one (1) secondary dwelling unit shall be allowed for each parcel.
- 3. Unit size. The habitable floor area for secondary units shall not exceed sixty (60) percent of the habitable floor area of the primary residence and shall be a minimum of 400 square feet.

\*\*\*

5. *Design.* The design of the secondary unit shall relate to the design of the primary residence by use of the similar exterior wall materials, window types, door and window trims, roofing materials and roof pitch, and shall be compatible in architectural style.

6. *Minimum Housing Code.* All secondary dwelling units shall meet the City’s established minimum housing code requirements.

EXHIBIT E

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

Sec. 23.4-6. - Home occupations.

a) *Purpose.* It is the purpose of this section to provide for the orderly use of residential premises for certain customary home occupations and professional offices allowed as home occupations. This provision allows for a portion of a residential unit to support a home office space or professional office space that generates income for the owner/tenant. It is further the purpose to assure that none of the residential ambiance of a neighborhood or of a building is modified or in any way diminished by the presence of said home occupation.

b) Class I - Design and performance standards- customary home occupations.

1. *Limited use.* The home occupation shall be conducted within the residential premises and only by the person who is licensed to do so and is a resident(s) of the premises. The individual(s) so licensed shall not engage any employees to assist in the home occupation.

2. *Pedestrian and automobile traffic.* The home occupation shall not generate pedestrian or automobile traffic beyond what would normally be expected in a residential district.

3. *Maximum area of use.* No individual home occupation shall occupy more space than twenty (20) percent of the total floor area of a residence exclusive of any open porch, attached garage, or similar space not suited for or intended to be occupied as living quarters, provided however, in no event shall such all home occupations occupy more than forty (40) percent of the total floor area of the residence or one thousand (1,000) square feet, whichever is less.

4. *No signs or advertisements.* No signs, banners or flyers shall be permitted to advertise the accessory use of the premises for an occupational purpose.

5. *Limited equipment.* No chemical, electrical or mechanical equipment shall be used except that which is normally used for domestic, household or home office purposes. No electrical or mechanical equipment which causes outside interference may be installed or used. No equipment or process shall be used in a home occupation which creates fumes, glare, noise, odors, vibration, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence or outside the dwelling unit if conducted in other than a single-family residence.

6. *Stock in trade.* No goods shall be sold on or from the building site. Stock or inventory is permitted insofar as will fit within the allowable area of the residence being utilized as a home occupation and does not create a health or safety hazard. No outdoor storage of materials or equipment related to the home occupation shall be permitted on the premises. Deliveries may not exceed that which would be utilized by a private residence and shall not be disruptive to the immediate neighborhood

7. *Parking.* The vehicle used for the home occupation is limited to a passenger car, van, or pickup truck. The vehicle may not be more than twenty (20) feet in overall length and not more than seven (7) feet in overall height. Any vehicles used solely in connection with such home occupation must have separate off-street parking facilities in addition to those provided for the residence, except as otherwise regulated by city ordinances.

8. *Residential character.* There shall be no alteration in the residential character or appearance of the premises in connection with such home occupation.

9. *Neighborhood impact.* A home occupation shall not create any nuisance, hazard, or other offensive condition, such as that resulting from noise, smoke, fumes, dust, odors, or other noxious emissions. Electrical or mechanical equipment that causes fluctuations in line voltage, creates

- 406 any interference in audio or video reception, or causes any perceivable vibration on adjacent  
407 properties is not permitted.
- 408 10. *Three (3) home occupations per residence.* No more than three (3) home occupations shall be  
409 permitted at any given residence at one (1) time. Each home occupation must maintain the  
410 required applicable business tax receipts and use and occupancy certificates.
- 411 c) Class II - Design and performance standards – professional office home occupations.
- 412 1. Limited use. The professional home office occupation shall be conducted within the residential  
413 premises and only by the person, who is licensed to do so and is a resident(s) of the premises.  
414 The individual(s) so licensed may engage employees to assist in the professional home  
415 occupation based on specific parameters. Professional home office occupations may only be  
416 established within mixed-use districts as an office use excluding medical and personal/grooming  
417 services. Stock in trade accessory to office is permitted for online sales and off-premise sales as  
418 limited herein.
- 419 2. Pedestrian and automobile traffic. The professional home office occupation may generate  
420 pedestrian or automobile traffic commensurate and routinely experienced within a mixed-use  
421 district and that of a traditional professional office.
- 422 3. Maximum area of use. No individual professional home occupation shall occupy more space than  
423 fifty (50) percent of the total floor area of a residence exclusive of any open porch, attached  
424 garage, or similar space not suited for or intended to be occupied as living quarters.
- 425 4. No signs or advertisements. No signs, banners or flyers shall be permitted to advertise the  
426 professional home occupation on the premises for any purpose.
- 427 5. Limited equipment. No chemical, electrical or mechanical equipment shall be used except that  
428 which is normally used for professional office purposes. No electrical or mechanical equipment  
429 which causes outside interference may be installed or used. No equipment or process shall be  
430 used in the professional home occupation which creates fumes, glare, noise, odors, vibration, or  
431 electrical interference detectable to the normal senses off the lot, if the occupation is conducted  
432 in a single-family residence or outside the dwelling unit if conducted in other than a single-family  
433 residence.
- 434 6. Stock in trade. The sale of goods within the residential premises is permitted only as accessory  
435 to the principal professional home office occupation use. Stock or inventory is permitted inasmuch  
436 as will fit within the allowable area of the residence being utilized as a professional home  
437 occupation and does not create a health or safety hazard. No outdoor storage of materials or  
438 equipment related to the professional home occupation shall be permitted on the premises.  
439 Deliveries may not exceed that which would be utilized by a private residence and shall not be  
440 disruptive to the immediate neighborhood.
- 441 7. Parking. The vehicle used for the professional home office occupation is limited to a passenger  
442 car, van, or pickup truck. The vehicle may not be more than twenty (20) feet in overall length and  
443 not more than seven (7) feet in overall height. Any vehicles used solely in connection with such  
444 professional home occupation must have separate off-street parking facilities in addition to those  
445 provided for the residence, except as otherwise regulated by city ordinances. Professional home  
446 office occupation uses that are permitted to accommodate more than two (2) employees and/or  
447 more than one (1) customer at a time shall be required to provide additional parking or have  
448 access to public or guest parking within two hundred (200) feet of building or residence used for  
449 such purpose.
- 450 8. Residential character. There shall be no alteration in the residential character or appearance of  
451 the premises in connection with such professional home occupation.
- 452 9. Neighborhood impact. A professional home office occupation shall not create any nuisance,  
453 hazard, or other offensive condition, such as that resulting from noise, smoke, fumes, dust, odors,  
454 or other noxious emissions. Use of electrical or mechanical equipment that causes fluctuations in  
455 line voltage, creates any interference in audio or video reception, or causes any perceivable  
456 vibration on adjacent properties is not permitted.
- 457 10. Three (3) professional home office occupations per residence. No more than three (3)  
458 professional home office occupations shall be permitted at any given residence at one (1) time.

459 Each professional home office occupation must maintain the required applicable business tax  
460 receipts and use and occupancy certificates.

461 11. *Hours of Operation.* A professional home office occupation may be conducted between the hours  
462 of 8 am to 6 pm, Monday through Saturday.

463 12. *Employees.* The number of employees including the owner/licensee is limited to one (1) for the  
464 first three hundred (300) sq. ft. of space allocated for the professional home office occupation and  
465 one hundred fifty (150) sq. ft of space allocated for each additional employee.

466 13. *Clients/Customers.* The professional home office occupation may not have more than one (1)  
467 client, customer and/or visitor at a time for each three hundred (300) sq. ft. of space allocated for  
468 the professional home occupation.

469 14. *Office Area.* Professional home office occupation owner/license must provide a drawing to scale  
470 that demarcates the area of residence for the use.

471 15. *Level of Review.* A professional home office occupation shall be approved either as an  
472 administrative use or conditional use depending on size and other applicable review criteria.

473 16. *Authorization Requirements.* Each professional home office occupation application must be  
474 accompanied by a lease, if applicable, and a notarized letter of approval from the governing  
475 homeowner's association or similar entity, if within a multi-tenant building.

476 17. *Homeowner Associations.* These provisions shall not supersede the requirements of a  
477 homeowner's or condominium association's rules if those rules are more restrictive. However, in  
478 the event the association rules are less restrictive, they shall not supersede the provisions of this  
479 section.

480 18. *Conditions of Approval.* Appropriate conditions of approval may be placed on all professional  
481 home office occupations to ensure the peaceful enjoyment of other residents living near the use  
482 or within the same building and to maintain the overall residential character of the property.

483

EXHIBIT F

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

Sec. 23.4-10. - Off-street parking.

\*\*\*

e) ~~Drainage. All off-street parking facilities shall be drained so as not to cause any nuisance to adjacent private or public property.~~ Drainage systems for off-street parking facilities shall be designed and installed in a manner acceptable to the city engineer. When necessary, walls, swales, planting areas, or other mitigation measures as determined by the city engineer shall be installed to protect adjoining properties and their occupants from any nuisance. Paved parking surfaces, including but not limited to driveways and parking lots, shall have a one (1) foot setback from the side property line and rear property if not alley accessed.

f) *Minimum parking space requirements by use category.*

1. Minimum off-street parking space requirements are as follows:

A. *Residential uses:*

- Single-family detached on lot less than fifty (50) ft wide - 1 space per unit.
- Single-family detached on lot greater than fifty (50) ft wide - 2 spaces per unit.
- Accessory dwelling unit - 1 space in addition to that required for the primary dwelling.

\*\*\*

3. Fee-in-lieu of parking. All uses on properties in the core area which do not provide the required number of off-street parking spaces shall pay a fee-in-lieu of parking to the city. The fee shall be held in the community benefits fund to be allocated toward projects identified and approved by the commission as part of the Community Benefits Program.

A. Location. Only properties located in the core area are eligible to utilize the fee-in-lieu of parking option. The core area is more particularly described as: Those properties which are bounded on the west by "A" Street and on the east by Golfview Road, and on the north by 2nd Avenue North, and on the south by 1st Avenue South.

B.A. Payments-in lieu. For any uses that elect to not provide any or all of the required number of off-street parking spaces described in this section, the owner or developer must make a payment to the city in the amount of fifteen thousand dollars (\$15,000) per space not provided.

~~B.~~ Any changes in use, remodeling, building expansion or new construction that have the net effect of increasing parking demand by more than twenty-five (25) percent as calculated by the required parking in this section, must provide parking as required by this section unless a payment-in-lieu of parking is made to the city in the amount of fifteen thousand dollars (\$15,000) per space not provided.

\*\*\*

**EXHIBIT G**

**Chapter 23**

**LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"**

**[NEW SECTION] Section 23.4-22 - TEMPORARY USES**

Temporary uses have characteristics that require certain restrictions in order to ensure compatibility with other uses in the zoning district in which they are proposed. All temporary uses are required to obtain a temporary use permit pursuant to the procedures of Section 23.2-37. Temporary uses are subject to the corresponding standards and limitations of this section. Renewal of a Temporary Use Permit, as allowed within this section, is subject to approval by the development review official. It shall be the responsibility of the applicant to demonstrate that the conditions of the original approval still exist.

a. Temporary Uses by District.

Section 23.3-6 Use Tables depicts the temporary uses permitted in each zoning districts in accordance with all standards and regulations in the City's code.

b. Temporary Use Requirements.

All temporary uses shall meet all applicable provisions of the City Code of Ordinances, in addition to the following requirements.

1. Business Offices, Temporary. A temporary building for use as a business office is permitted on a 90-day basis. The applicant may request to renew such approval upon its expiration if the conditions of approval still exist. All temporary business offices shall be shown on the Site Plan for approval of the permanent facility. Any temporary parking associated with the temporary business office shall follow procedures of the temporary parking lot use herein.
2. Construction Field Offices. A temporary building for use as a construction field office is permitted on a 12-month basis unless it is renewed by the respective business. Renewals may be requested and considered in association with an active building permit.
  - A. One temporary building per construction site shall be permitted if associated with an active building permit. A site plan shall be required as part of a temporary use permit application to ensure the proposed field office is located to minimize impacts on adjacent properties owners, including addressing traffic, parking and drainage issues.
  - B. Any temporary parking associated with the construction field office shall follow the standards and procedures of the temporary parking lot use herein.
3. Construction Staging, Off-Site. This section applies to the temporary use of property outside of the right-of-way for activities related to the construction of public and private improvements. Temporary facilities allowed in conjunction with a staging site may include a construction field office, portable restroom facilities, vehicle or equipment storage, layout yards, contractor parking, storage of construction materials or product, and other uses as approved by the development review official. Off-site construction staging facilities may be located in all zoning districts where they are directly associated with construction of public and private improvements in the area, subject to the following requirements and limitations:
  - A. Off-site construction staging facilities are permitted on a 12-month basis. The applicant may request to renew such approval upon its expiration if the conditions of approval still exist. An unlimited number of renewals may be applied for and considered.
  - B. Such facilities shall be located within 1,500 feet of the boundary of the construction project.
  - C. At the expense of the agency or contractor, notification to all property owners within 200 feet of the subject site shall be required 15 days prior to any action by the development review official.
  - D. Stormwater and Driveway Permits must be obtained from the applicable City departments. It must be shown that steps will be taken to prevent the blowing of dust onto adjacent properties and the tracking of mud onto public rights-of-way.

- 587 E. A minimum of a five (5) foot landscaped buffer shall be required adjacent to residential properties.  
 588 Screening from non-residential properties and rights-of-way shall be adequate to prevent the  
 589 blowing of dust onto adjacent properties and rights-of-way, reduce noise, and to substantially block  
 590 the views of site and equipment.
- 591 G. Hours of operation shall be consistent with the construction hours of operation as otherwise  
 592 established by City ordinance or herein.
- 593 H. Any temporary parking or construction field offices associated with the construction staging area  
 594 shall follow the respective standards of the temporary parking lot use below. Outdoor storage of  
 595 commercial vehicles greater than 8,000 lbs shall be permitted upon issuance of an associated  
 596 temporary use permit and building permit. Such parking and storage of large vehicles and shall  
 597 be adequately screened as generally consistent with the outdoor storage requirements of this  
 598 code as determined by the development review official.
- 599 I. Following completion of the associated project, the site must be returned to its pre-construction or  
 600 better state as determined by the development review official. All buildings, driveway access, curb  
 601 and gutter, debris, and product must be removed, and the area must be sodded with grass or  
 602 Florida friendly ground cover as approved the development review official within forty-five (45)  
 603 days of removal.
- 604
- 605 4. Parking Lot, Temporary. A temporary parking lot may be approved, for a period not to exceed twelve  
 606 (12) months, when parking in excess of what was installed when a facility first opened is necessary  
 607 to accommodate business or unanticipated patronage. A temporary parking lot required as part of  
 608 another Temporary Use Permit may be approved in accordance with the period of time established  
 609 for such temporary use. All temporary parking lots are subject to the following requirements and  
 610 limitations:
- 611 A. Location. Temporary parking lot are permitted in any zoning district, except Single Family  
 612 Residential and are not permitted fronting the major thoroughfares of Lake Avenue and Lucerne  
 613 Avenue.
- 614 B. Site Plan of proposed parking configuration, buffers and screening, on-site circulation and right-  
 615 of-way access shall be required.
- 616 C. Stormwater and Driveway Permits shall be required and approved by both the building official  
 617 and the city engineer. The stormwater water permit application shall include the surface material  
 618 of the parking lot and demonstrate compliance with NPDES requirements for construction parking  
 619 facilities. Curbs, gutters, or other improvements may be required where necessary to comply  
 620 with drainage regulations. The stormwater permit and driveway permit should address the  
 621 prevention of dust blowing onto adjacent properties and the tracking of sediments and mud onto  
 622 public rights-of-way.
- 623 D. Entrance to the lot from any public right-of-way shall be pursuant to standard safe driveway  
 624 separation requirements in this code or shall be approved by the city engineer to ensure public  
 625 safety. The entrances of the lot from a public right-of-way shall be paved with an all-weather  
 626 surface and/or NPDES compliance surface as approved by the city engineer to mitigate  
 627 stormwater runoff pollutants and to prevent the blowing of dust onto adjacent properties and the  
 628 tracking of sediments and mud onto public rights-of-way.
- 629 E. At the end of the permit approval period, the area shall meet the following:
- 630 a. The area shall no longer be used for the parking of vehicles, except as permitted below.  
 631 All paving material, driveway access, and curb and gutter must be removed, and the area  
 632 must be sodded with grass or Florida Friendly ground cover as approved by the  
 633 development review official within forty-five (45) days of removal.
- 634 b. A temporary parking lot approved for the purposes of accommodating unanticipated  
 635 patronage may be retained if brought up to full compliance with all standards of the City's  
 636 Code of Ordinances. If no site plan is approved within two months of the expiration of the  
 637 temporary approval, the temporary parking lot shall be removed in accordance with the  
 638 standards above.
- 639
- 640 5. Residential Sales Offices and Model Homes. A temporary residential sales office or model home must  
 641 be located within the legal subdivision for which lots are being sold or on the subject property. In  
 642 addition, the following standards and requirements shall be met:



- 643        A. A Temporary Use Permit with a conditional Certificate of Occupancy to operate the model home /  
644        sales office will expire after twelve (12) months unless it is renewed by the builder, upon which the  
645        burden shall fall to demonstrate to the development review official that the conditions of approval  
646        still exist. An unlimited number of applications to renew the Temporary Use Permit may be applied  
647        for and considered.
- 648        B. The design and construction of the model home or sales office must be consistent with the  
649        character of the subject neighborhood. A model home or temporary sales office may construct a  
650        monument sign no larger than sixteen (16) square feet and no taller than four feet in height, subject  
651        to the requirements of this code.
- 652        C. The model home shall be constructed in such a manner that it can be converted, without structural  
653        changes, to a single-family, two-family, or multi-family residence (as allowed by the zoning district).  
654        Such conversion shall occur no later than after the issuance of certificates of occupancy to 80  
655        percent (80%) of the associated residential units or when use as a sales office or model home has  
656        ceased.
- 657        D. A temporary building for use as a sales office is permitted on a six-month basis only if a model  
658        home has not been constructed. The temporary sales office is subject to the renewal policy outlined  
659        for model homes but shall be removed once the model home has been constructed.
- 660
- 661        6. Seasonal Product Sales or a Temporary Farmer's Market shall require a business license and  
662        registration of individual vendors with the City.

**EXHIBIT H**

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 "SUPPLEMENTARY  
REGULATIONS"

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670 **Sec. 23.5-7. - Concurrency management and public facility capacity.**

- 671 1. Drainage. Adequately accommodate run-off from a three-year frequency one-hour storm duration,  
672 as recorded in the FDOT Rainfall Intensity Curves in use in 1970. For zero lot line lots, a three (3)  
673 foot maintenance easement shall be provided on the non-zero side of each zero-lot-line lot to  
674 allow for maintenance of the adjoining property and whenever feasible on existing non-  
675 conforming lots as determined by the city engineer and the development review official.

SPECIALITY & TEMPORARY USES																								
High Intensity Specialty Uses -Use area greater than 7,500 sq. ft and/or high intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON	
Adult Establishments																					C			
Flea Market							C	C	C	C	C	C	C	C	C	C				C	C	C		
Outdoor Farmer's Market																				C		C		
Mobile food vending courts																				C		C		
Passenger Railroads/Transit															C	C						C		
Private Club									C				C	C										
Power Plants																					C	C		
Public Safety Facilities																						C		
Radio and Television Broadcasting Studios w/ Communication Towers														C							C	C		
Shooting Ranges																					C			
Special Interest Automobile Dealership													C							C	C			
Sports Arenas, (Public/Private)(Indoor/Outdoor)														C							C			
Taxicab Companies																					C			
Taxidermist																					C			
Water Towers																						C		
Wireless Communication Facilities										C	C	C	C	C	C	C				C	C	C		
Medium Intensity Specialty Uses - Use less than 7,500 sq. ft and/or medium intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON	
Adult Establishments																					C			
Cemetery/Mausoleum(Public/Private)	C	C		C	C	C						C										C	C	
Private Club									A				A	A										
Produce Market							A			A	A		A	A	A	A								
Radio and Television Broadcasting Studios w/o Communication Towers							A			A	A		A	A	A	A				A	A	C		
Special Interest Automobile Dealership													A							A	A			
Temporary-Help-Marshalling and Dispatch Services																						G		
Non-motorized recreational equipment rental (canoes, kayaks, paddle boards, etc)																						C	C	C
Outdoor Farmer's Market																					C	C		
Flea Market																					C	C		
Mobile food vending courts																					C	C		
Low Intensity Specialty Uses - Use area less than 2,500 sq. ft and low intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON	
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Open Space Conservation Areas	P	P	P	P																		P	P	P
Produce Market							A			A	A		A	A	A	A								
Private Club									P				P	P										
Special Interest Automobile Dealership													P							P	P			
Water Conservation Areas	P	P	P	P																		P	P	P
Temporary Uses	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON	
Business Offices, Temporary	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
Construction Field Office	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
Construction Staging, Off-site	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
Emergency Management Related Uses, Temporary	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
Farmer's Market, Temporary & Seasonal Product Sales							I	I	I	I	I	I	I	I	I	I				I		I	I	
Parking Lot, Temporary							I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
Residential Sales Offices/Model Homes	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
Temporary Help Marshalling and Dispatch Services																						I	I	

Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT  
WORK ORDER NO. 1  
Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening &  
Reliability Improvements**

**THIS WORK ORDER** for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Hooper Corp.**, a Florida corporation ("Contractor").

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements** (the "Project"). The Project is more specifically described in the proposal prepared by The Hooper Corp., dated February 2, 2021 and plans prepared by City of Lake Worth Beach and are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within **90** working days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **110** working days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **\$0** dollars (\$00.00) for each day that expires after the time specified in this Work Order.

#### **4.0 Compensation**

This Work Order is issued for a not to exceed amount of \$ 2,300,905.72 . The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: City to provide all materials

#### **5.0 Project Manager**

The Project Manager for the Contractor is Omar Delgado, phone: 407-319-9951; email: ODelgado@hoopercorp.com; and, the Project Manager for the City is James Woolley, phone: 561-533-7384; email: jwoolley@Lakeworthbeachfl.gov.

#### **6.0 Progress Meetings**

The Contractor shall schedule bi-weekly progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

## **8.0 Warranty**

Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

## **7.0 Authorization**

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order No. 1 to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Hooper Corp.,



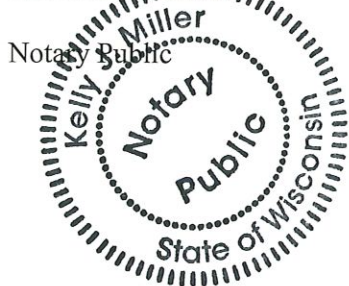
By: \_\_\_\_\_

Print Name: David Miller

Title: Vice President

STATE OF Wisconsin )  
COUNTY OF Dane )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Feb, 2021, by David Miller, who was physically present, as Vice President (title), of The Hooper Corp., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License as identification.



\_\_\_\_\_  
Print Name: Kelly J Miller

My commission expires: April 10, 2024

**EXHIBIT "1"**  
**Contractors Proposal**





February 2, 2021

City of Lake Worth Beach  
Electric Utilities Department  
1900 2<sup>nd</sup> Ave. North  
Lake Worth, FL 33461

**RE: Canal Substation 6001, 6003 and 6004 Reliability Improvement**

Mr. Gill,

Hooper Corporation is in receipt of Request for pricing Sheet Removal & Hardening – 6001, 6003 & 6004 rev.1 and Canal Sub Circuit Maps 6001, 6003 & 6004. The latest revision was received on 2/1/2021.

I have attached the completed pricing sheet, Clarification & Exceptions and copy of Canal Substation Circuit map for your review.

Hooper realizes there are many items in the scope that may need to be addressed in the field during the construction process with the assistance and coordination of the CLWB.

Our plan includes providing documentation of each individual pole prior to and after work is finished.

As I stated in our conference call on February 1, 2021, our Number 1 goal is Safety, followed by Quality and Productivity.

Our pricing is based on:

- 3 - Four man crews
- 1 - General Foreman.
- 3 – Bucket trucks
- 2 – Digger Derricks
- 2 – Backyard Machines
- 1 – Wire Cart.

These crews would be working 50 – 60 hours a week.

The billing rate for these crews, working a 50 hour week, would be approximately \$75,000.00 per week based on our current contract. If work started no later than the first week of March and a limited number of Saturdays were worked, based on the estimate we provided, our crews could work through August to complete the known repairs scope and any other maintenance items discovered but not yet documented, such as pole or transformed replacements.

Thank you for the opportunity to provide pricing on this project. We look forward to working with you and your team on this project and on future projects. If you have any questions or need further discussion on our proposal, please don't hesitate to call me.

Thanks,

A handwritten signature in cursive script that reads "Gary Shortridge".

Gary Shortridge



## City of Lake Worth Beach, Florida

### Request for Pricing Instructions

#### *Canal Substation 6001, 6003, 6004 Reliability Improvements*

1. Introduction

2. Contracted Parties

- Owner – City of Lake Worth Beach  
1900 2<sup>nd</sup> AVE North  
Lake Worth, FL 33461

Project Manager(s): James Woolley (561-533-7384)  
[jwoolley@lakeworthbeachfl.gov](mailto:jwoolley@lakeworthbeachfl.gov)

Robert Pirson  
[rpilson@lakeworthbeachfl.gov](mailto:rpilson@lakeworthbeachfl.gov)

Distribution Engineer(s): Robert Pirson  
[rpilson@lakeworthbeachfl.gov](mailto:rpilson@lakeworthbeachfl.gov)  
Jean St.Simon (561-586-1699)  
[jssimon@lakeworthbeachfl.gov](mailto:jssimon@lakeworthbeachfl.gov)

Construction Managers: James Woolley (561-533-7384)  
[jwoolley@lakeworthbeachfl.gov](mailto:jwoolley@lakeworthbeachfl.gov)  
Jean St. Simon (561-586-1699)  
[jssimon@lakeworthbeachfl.gov](mailto:jssimon@lakeworthbeachfl.gov)

Vegetation Management: Ed Wamsley (561-225-4027)

Consulting Engineer: Power Engineers

3. Review Project Scope of Work:

- a. CLWB Circuit Maps: 6001, 6003 & 6004
- b. Remove/Replace steel cross-arms with fiberglass cross-arms
- c. Remove/Replace open-wire secondary with 4/0 triplex
- d. Install animal guards:

- i. Middle  $\Phi$  on cross-arms/vertical/Modified-vertical construction
  - ii. Install insulated bird-wire on transformers, fuse switches and LA's
  - iii. Install eel-guard on feeder jumpers/junctions
- e. Replace blown or damaged LA's
- f. Remove/Replace deteriorated wood cross-arms as needed
- g. Remove/Replace deteriorated wood poles; CLWB approval required
- h. Remove/Replace leaking or deteriorated transformers; CLWB approval required
- i. Test all ground rod locations; maximum 25 Ohm's, record per location
- j. Repair/replace missing/damaged pole bonds
- k. Replace broken or missing down-guys
- l. Inform CLWB team areas requiring vegetation management
- m. Contractor to coordinate all planned outages;
  - i. Hang door notices 72 hours in advanced
  - ii. Provide CLWB with outage schedule, address & location
- n. Contractor shall be responsible for all property, landscaping, grassed and sidewalk restoration as needed.
- o. Contractor shall be responsible for all Maintenance of Traffic and required MOT permits as needed.
- p. CLWB to provide all materials
- q. CLWB to provide circuit maps and construction standards for reference

## **Canal Substation 6001, 6003, 6004**

### **Reliability Improvements**

1. Quote Instructions: Shall be in accordance with RFP 18-206 and the Contract Documents.  
Pricing shall be provided for all labor and equipment to be utilized to complete the project.
2. Terms and Conditions: Shall be in accordance with RFP 18-206 and the Contract Documents
3. Time of Completion: Substantial completion in 90 Business Days, Final Completion in 110 Business Days upon issuance of NTP or Purchase Order.
4. Quotes shall be submitted electronically via e-mail to :  
Michael Jenkins: [mjenkins@lakeworthbeachfl.gov](mailto:mjenkins@lakeworthbeachfl.gov) with copy (CC) to Paul Nicholas  
[pnicholas@lakeworthbeachfl.gov](mailto:pnicholas@lakeworthbeachfl.gov)

During the quote process, all questions regarding the Canal Substation 6001, 6003, 6004

Reliability Improvements for pricing shall be sent to Michael Jenkins:

[mjenkins@lakeworthbeachfl.gov](mailto:mjenkins@lakeworthbeachfl.gov) with copy (CC) to Paul Nicholas

[pnicholas@lakeworthbeachfl.gov](mailto:pnicholas@lakeworthbeachfl.gov)

5. **Submission Deadline**

**Day/Date:** Tuesday February 2nd, 2021

**Time:** 3:00 pm

**Location:** Electronic submission to  
[mjenkins@lakeworthbeachfl.gov](mailto:mjenkins@lakeworthbeachfl.gov)  
[pnicholas@lakeworthbeachfl.gov](mailto:pnicholas@lakeworthbeachfl.gov)

6. Submittal shall be clearly noted in email subject line "**Canal Substation 6001, 6002, 6003, 6004 Reliability Improvements**"

7. **Submissions shall be completed utilizing the attached Bid Tab**

## Bid Tab & Schedule of Unit Prices

### Canal Substation 6001, 6003, 6004 Reliability Improvements

Bid of: Hooper Corporation

*(Bidder Name)*

Total Bid Amount: \$ \$2,300,905.72

*(Input Dollar Figure Here)*

Two Million Three Hundred Thousand Nine Hundred Five and ----- 72/100 Dollars

*(Write Dollar Figure Here)*

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Estimated T&M 6001	1	LS	\$123,272.90	\$123,272.90
3	Estimated MOT 6001	1	LS	See Clarifications	
4	Estimated Restoration 6001	1	LS		
5	Estimated T&M 6003	1	LS	\$696,596.92	\$696,596.92
6	Estimated MOT 6003	1	LS	See Clarifications	
7	Estimated Restoration 6003	1	LS		
8	Estimated T&M 6004	1	LS	\$1,481,035.90	\$1,481,035.90
9	Estimated MOT 6004	1	LS	See Clarifications	
10	Estimated Restoration 6004	1	LS		
11	Pole Replacement 50/1 (accessible/pole only)	1	EA	\$1,255.72	\$1,255.72
12	Pole Replacement 45/1 (inaccessible/pole only)	1	EA	\$2,300.75	\$2,300.75
<b>BID TOTAL:</b>					\$2,300,905.72

February 2, 2021

## Clarifications and Exception for work on Circuits 6001, 6003 & 6004

### City of Lake Worth

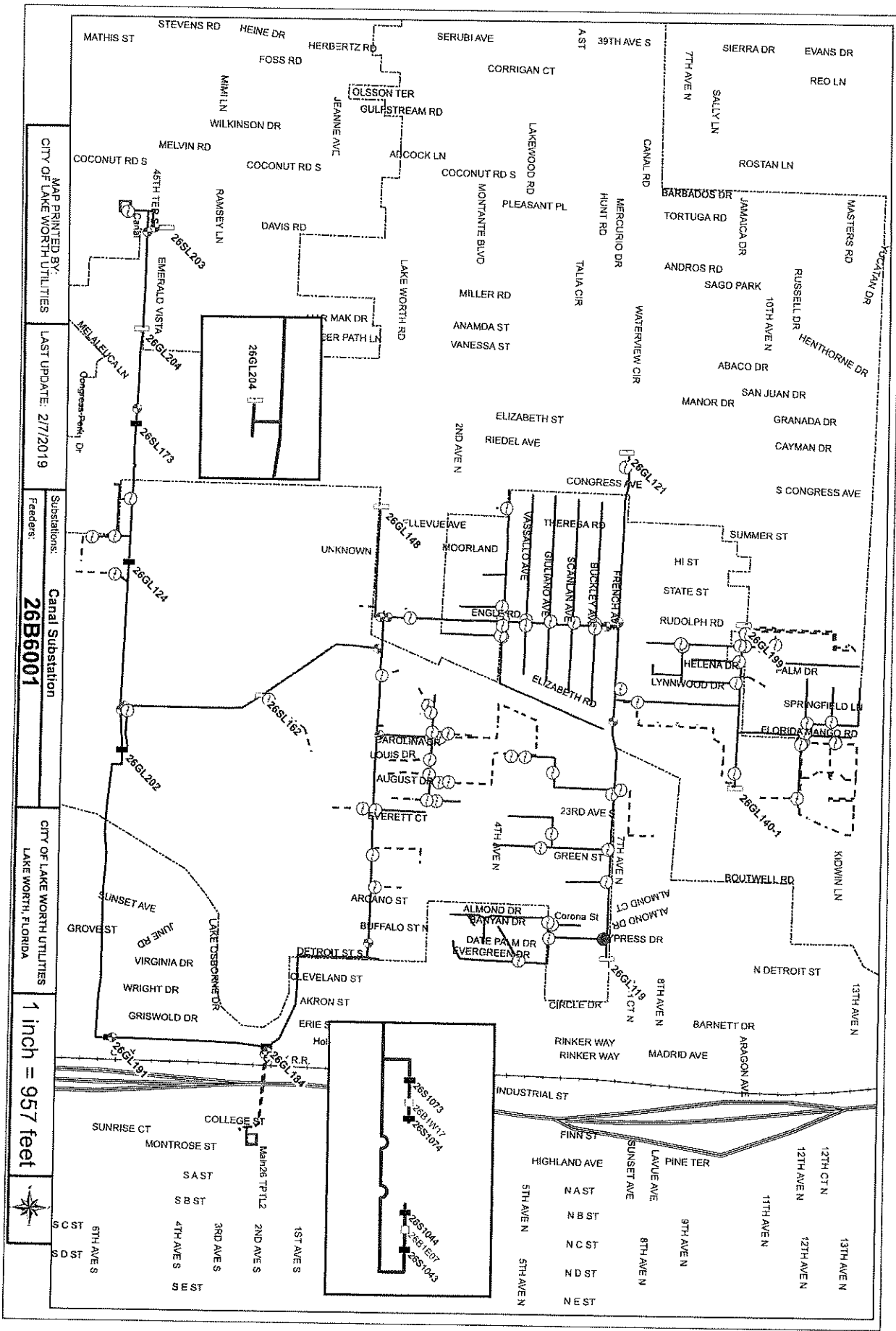
- All work is based on the notes provided by the City. (Notes are attached.)
- Hooper reviewed each circuit with notes and maps provided, the notes addressed:
  - Number of poles in lead.
  - Number of poles with steel.
  - Number of spans of secondary to replace.
- The following items are estimated quantities:
  - Install animal guards:
    - Middle phase on cross-arms/vertical/Modified-vertical
    - Install insulated bird-wire on transformers, fuse switches and LA's
    - Install eel-guard on feeder jumper/junctions
  - Replace blown or damaged LA's
  - Remove/Replace deteriorated wood cross-arms as needed.
  - Remove/Replace deteriorated wood poles; CLWB approval required.
  - Remove/Replace leaking or deteriorated transformer; CLWB approval required
  - Test all ground rod locations; maximum 25 Ohm's, record per location
  - Repair/replace missing/damaged pole bonds.
  - Replace broken or missing down-guys.
- Hooper will provide all labor, equipment and tooling for this project.
- Work is based on a 50 - 60 hour work week.
- Hooper is assuming (3) 4 person crews, with a General Foreman for work on these circuits.
- The following equipment will be required and supplied:

- (3) – 55' Buckets
- (2) – Backyard Buckets
- (2) – Digger Derrick
- (4) – Pickups
- (1) – Wire trailer
- All tree trimming will be performed by City with advanced notice of at least 48 hours.
- Hooper shall notify City 72 hours in advance of any required outages.
- Hooper is not responsible for any permits.
- City of Lake Worth will provide all material for this project.
- City will provide any required training for switching or clearances.
- Hooper will notify the City of any poles that need to be replaced prior to work. Several poles have pole tops in very bad condition.
- Hooper will notify City of any transformer location that may need to be replaced.
- City of Lake Worth will provide a laydown yard (show-up).
- City of Lake Worth will provide access to Right of Way.
- Estimate doesn't include additional traffic control or flaggers that may be required. If additional traffic control is required, Hooper will hire a third party contractor to perform these duties and submit invoice plus 10% to CLWB for re-imburement.



6001

	P	S
① 5th 1 to Wright Dr.	22	22
② Wright Dr to Emerald Vista	41	17
③ 4th to Frances Park 2661 202 to 2651 142	11	8
④ 4522 Congress Habitations Center	8	7

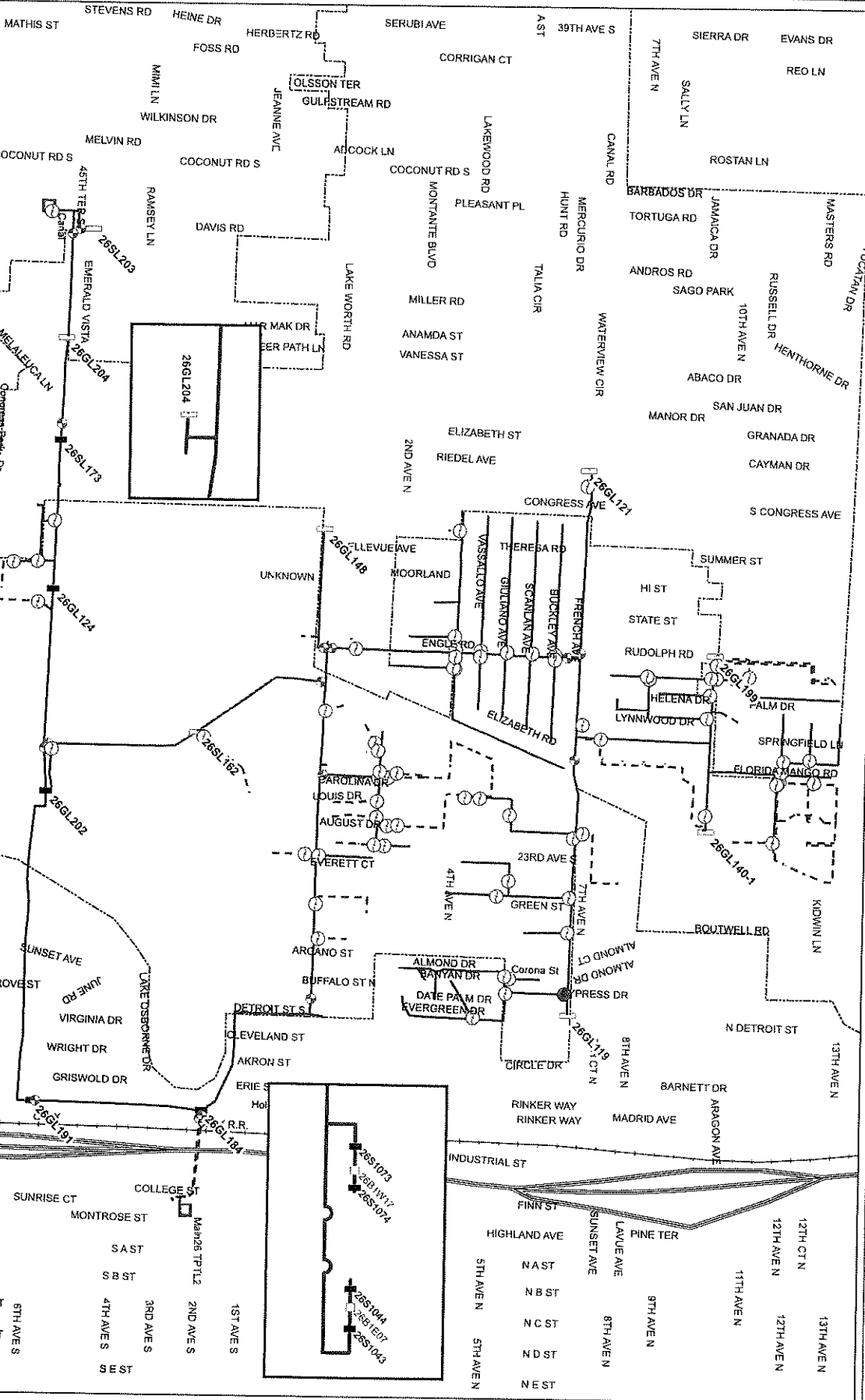


MAP PRINTED BY:  
CITY OF LAKE WORTH UTILITIES  
LAST UPDATE: 2/7/2019

Substations:  
Feeder:  
**Canal Substation**  
**26B6001**

CITY OF LAKE WORTH UTILITIES  
LAKE WORTH, FLORIDA

1 inch = 957 feet

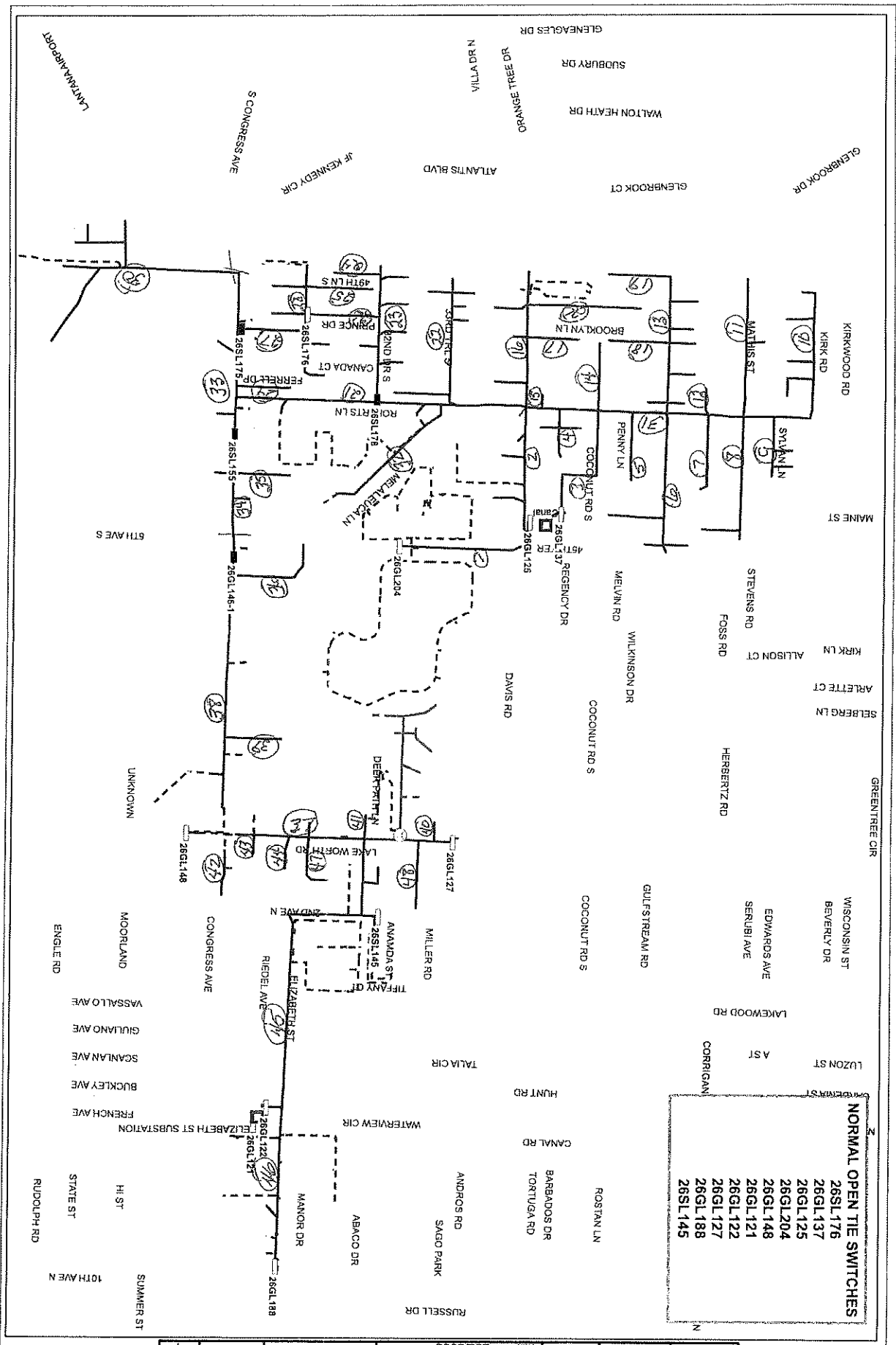


	P	S	Other
① 46 GL 204 to Davis TRANSMISSION PILES	6	0	0
② Canal to Malalauca on Davis	11	2	0
③ Canal Sub to Coconut to Malalauca	10	1	0
④ No NAME	7	3	0
⑤ Perry Ln	5	1	3
⑥ Gulfs Stream NORTH SIDE Malalauca.	15	7	0
⑦ Mulberry NORTH SIDE Malalauca	5	3	5
⑧ Mathis NORTH SIDE Malalauca	10	9	9
⑨ Sylward NORTH SIDE Malalauca	10	9	4
⑩ Kule Rd SOUTH of Malalauca	18	15	2
⑪ Mathis SOUTH SIDE of Malalauca	14	7	10
⑫ Mulberry SOUTH SIDE Malalauca	2	2	2
⑬ Gulfs Stream SOUTH SIDE Malalauca	25	12	0
⑭ Coconut SOUTH SIDE Malalauca	4	4	0
⑮ No NAME	1	1	0
⑯ Davis Rd. SOUTH SIDE Malalauca	20	8	0
⑰ Brook Lynn	4	0	0
⑱ Brook Lynn	5	5	0
⑲ Brook Lynn	5	0	0
⑳ Davis to Congress SOUTH SIDE Roberts.	10	0	5
㉑ Davis to Congress SOUTH SIDE Roberts.	17	2	0
㉒ 33rd TR 5	21	11	0
㉓ 33rd Dr 5	19	11	0
㉔ 49th LN 5 SOUTH SIDE	4	0	0
㉕ 49 LN 5 NORTH SIDE	4	3	0
㉖ PUNCA SOUTH SIDE	7	3	3

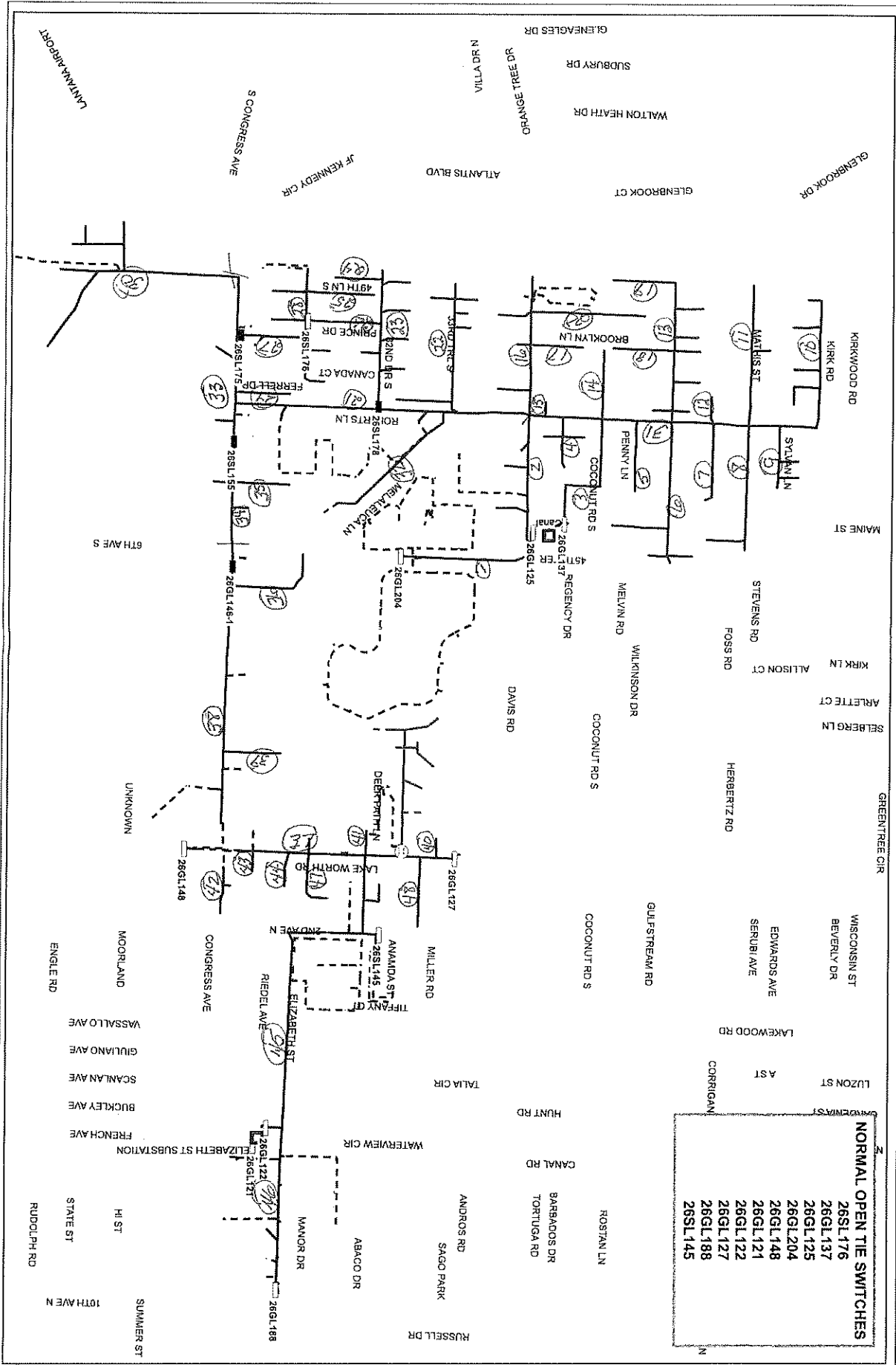
		P	S	Optim LDiv
37	Faince Dr N side	4	1	0
38	49 <sup>th</sup> LN S to Roberts E side Patrol 13	6	6	2
39	Farrell Dr N side	4	4	0
30	Arthur Faince Park Road	16	8	0
31	Kyle Rd to Davis S side Mckenna 19	14	14	0
32	Congress Park S side Mckenna 9	4	4	0
33	6 <sup>th</sup> Ave S to 5051 Congress	19	6	0
34	4111 Congress N side	2	0	0
35	4111 Congress S side	7	0	0
36	Congress go west at Wings Plaza	9	0	0
37	LD Rd Davis to Congress	14	7	0
38	LD Rd to 6 <sup>th</sup> Ave S	18	7	0
39	4143 Congress State Farms	5	5	0
40	No Name	1	1	0
41	3330 LD Rd	3	0	0
42	LD Rd to 2nd Ave N	6	2	0
43	S A gas Station	1	1	0
44	3133 LD Rd	2	1	0
45	LD Rd to Elizabeths Sub	31	2	0
46	Elizabeths Sub to 10 <sup>th</sup> Ave N	19	12	0
47	3155 LD Rd	6	2	0
48	3898 2nd Ave N	7	3	0

		P	S	Open Water
①	466204 to Davis Transmission Poles	6	0	0
②	Canal to Malalena on Davis	11	2	
③	Canal Sals to Cocomet to Malalena	10	1	0
④	No Name	7	3	0
⑤	Perry Ln	5	1	3
⑥	Gulfs Stream North side Malalena.	15	7	0
⑦	Mulberry North side Malalena	5	3	5
⑧	Mathis North side Malalena	10	9	9
⑨	Sylvan North side Malalena	10	9	4
⑩	Kyle Rd south of Malalena	18	15	2
⑪	Mathis south side of Malalena	14	7	10
⑫	Mulberry south side Malalena	2	2	2
⑬	Gulfs Stream south side Malalena	25	12	0
⑭	Cocomet south side Malalena	4	4	0
⑮	No Name	1	1	0
⑯	Davis Rd South side Malalena	20	8	0
⑰	Brook Lynn	4	0	0
⑱	Brook Lynn	5	5	0
⑲	Brook Lynn	5	0	0
⑳	Brook ym	10	0	5
㉑	Davis to Congress South side Roberts.	17	2	0
㉒	33rd Tr 5	21	11	0
㉓	32nd Dr 5	19	11	0
㉔	47th LN 5	4	0	0
㉕	49 LN 5	4	3	0
㉖	Prince South side	7	3	3

	P	S	W	Open Wire
37) Prince Dr N side	4	1	0	0
38) 49 <sup>th</sup> Ln S to Roberts E side Paetzold	13	6	2	0
39) Farrel Dr N side	4	4	0	0
30) Arthur Prince Park Road	16	8	0	0
31) Kirk Rd to Davis S side, McMillan	19	14	0	0
32) Congress Park S side, McLauchlan	9	4	0	0
33) 6 <sup>th</sup> Ave S to 5051 Congress	19	6	0	0
34) 4611 Congress N side	2	0	0	0
35) 4611 Congress S side	7	0	0	0
36) Congress go west at Wings Plus	9	0	0	0
37) 640 Rd Davis to Congress	14	7	0	0
38) 640 Rd to 6 <sup>th</sup> Ave S	18	7	0	0
39) 4143 Congress State Farms	5	5	0	0
40) No Name	1	1	0	0
41) 3230 640 Rd	3	0	0	0
42) 640 Rd to 2nd Ave N	6	2	0	0
43) S A gas Stations	1	1	0	0
44) 3133 640 Rd	2	1	0	0
45) 640 Rd to Elizabeth Sub	31	2	0	0
46) Elizabeth Sub to 10 <sup>th</sup> Ave N	19	12	0	0
47) 3155 640 Rd	6	2	0	0
48) 3898 and Ave N	7	3	0	0



- NORMAL OPEN TIE SWITCHES**
- 26SL176
  - 26GL137
  - 26GL125
  - 26GL204
  - 26GL148
  - 26GL121
  - 26GL122
  - 26GL127
  - 26GL188
  - 26SL145



- NORMAL OPEN THE SWITCHES**
- 26SL 176
  - 26GL 137
  - 26GL 125
  - 26GL 204
  - 26GL 148
  - 26GL 121
  - 26GL 122
  - 26GL 127
  - 26GL 188
  - 26SL 145

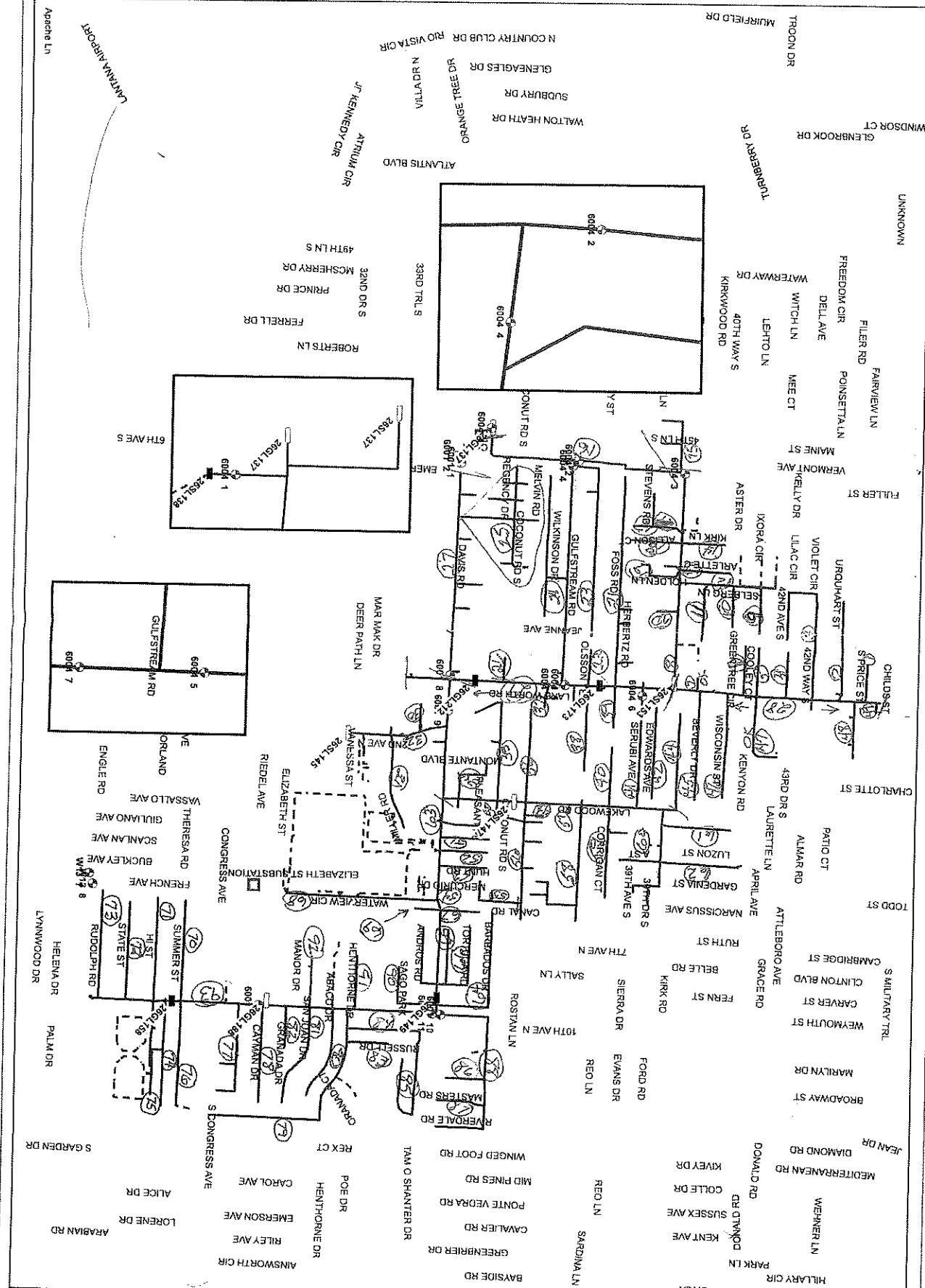


	Location	Steel	Open	No of Piles
①	Price St	2	3	6
②	LeOubout	5	5	14
③	4 <sup>th</sup> Way S	12	6	32
④	No NAME west side	2	4	6
⑤	Coolery East side	OK	OK	5
⑥	Coolery	2	4	6
⑦	No NAME	OK	OK	1
⑧	Kuk Rd	9	0	32
⑨	Randolph	4	0	6
⑩	Shaw CT	4	0	5
⑪	East side Shaw CT	5	0	6
⑫	SERBERG LN	1	0	10
⑬	Quetta	4	0	5
⑭	Kuk LN	OK	OK	5
⑮	single interval including 45IN	4	0	8
⑯	Stewart Rd to side	6	0	20
⑰	Adams South side	5	0	8
⑱	Adams N side	5	0	5
⑲	Hobbs	1	0	8
⑳	No NAME	0	0	1
㉑	Herbert	8	5	29
㉒	CLISSON	1	0	4
㉓	E side Foss	4	18	31
㉔	Gull stream	10	8	31
㉕	Co cut	3	7	19
㉖	No NAME	0	0	4
㉗	Davis Rd	12	0	38

	Stall	open	drive	Poles
38	Military to Kirk	11	0	19
39	Kirk to 4th Ave N of Davis	13	0	20
30	No NAME	0	0	2
31	Mullen Rd	9	0	11
32	Danessa to Davis	3	0	8
33	W to Lakewood	3	0	12
34	No NAME	6	0	7
35	4th Ave N to Lakewood on Coonut JI	6	0	15
36	W to Lakewood on Gulfstream	6	0	7
37	No NAME	1	0	3
38	Cerritos	9	9	11
39	Scrubby to W Rd	1	2	4
40	Scrubby to Lakewood	6	6	6
41	Edwards	8	6	12
42	Edwards W side	1	8	11
43	Kirk to Davis on Lakewood	9	0	21
44	Kirk Rd	10	10	12
45	Beverly	6	6	10
46	Wiscorn St N	6	4	9
47	Horns Dept	0	0	10
48	El Bodragon	0	0	6
49	Parless	1	0	1
50	Coconut E side	1		1
51	No NAME	3	4	5
52	Hunt Rd S side	4	4	5
53	Hunt Rd N side	5	5	5
54	Misc curio	1	0	2

	Stall	Open	Wires	Poles
55	Canal	5	0	6
56	Coconut W side	6	0	19
57	Nr NAMES	0	0	1
58	CORRIAN	13	11	19
59	CORRIAN W side	6	5	7
60	Kule E side	11	0	20
61	Stuyou S side	5	0	8
62	Stuyou N side	8	0	10
63	Davis <del>located to 10th</del> 4	4	0	16
64	Jamaica + Barbados	10	5	14
65	Jortuga East	6	5	8
66	Jortuga West	2	6	6
67	Morgan Way	0	4	4
68	Waterways	4	0	11
69	No NAME	1	0	2
70	West side Summer	1	0	13
71	East side Summer	10	0	11
72	East side HI	8	0	13
73	East side STATE	11	0	12
74	NORTH OF 10 AVEN EAST side Summer	10	0	13
75	3889 10 <sup>th</sup> AOE N	<del>10</del> 8	0	<del>10</del> 8
76	2925 10 AVEN N	0	0	11
77	Cayman E side	<del>2</del> 3	0	<del>14</del> 16
78	Granada E side	1	0	6
79	Henthone	3	0	19
80	Alvaco W side	8	0	10
81	West side Smt Tank	6	0	11

	Pls	STEL	Wires
(82) East Side SAN JUAN	3	3	0
(83) Russell N side	4	3	0
(84) Russell	8	3	0
(85) Queatun	13	10	0
(86) Masters S side	4	1	0
(87) Masters N side	5	4	0
(88) Palm Springs School	19	15	0
(89) Audriog	6	2	4
(90) Sago Park	14	4	14
(91) Mary Thorne W side	8	4	0
(92) Mauer Dr	8	3	7
(93) 10 <sup>th</sup> ADEN Rudolph to Davis	39	10	0



Apache Ln  
LANTANA AIRPORT

WINDSOR CT  
GLENBROOK DR  
UNKNOWN  
FAIRVIEW LN  
FILER RD  
FREEDOM CIR  
DELL AVE  
WITCH LN  
LEHTO LN  
40TH WAY S  
KIRKWOOD RD  
TURBERRY DR  
MURFIELD DR  
TROON DR

ATLANTIS BLVD  
WALTON HEATH DR  
SUBBURY DR  
GLENEAGLES DR  
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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Electric Utility

**TITLE:**

Work Order No. 1 with Hooper Corp. for construction services for electric distribution System Hardening and Reliability Improvements

**SUMMARY:**

Work Order No. 1 authorizes Hooper Corp., to complete construction services for system hardening and reliability improvements on the Canal Substation 6001, 6003 & 6004 Circuits in the amount not to exceed \$2,300,906.

**BACKGROUND AND JUSTIFICATION:**

The City issued a Request for Proposal (RFP 18-206) seeking proposals from qualified Electric Utility Contractors to build and construct numerous hardening and reliability improvements on the City's electrical transmission and distribution systems. A total of six Electric Utility Contractors were selected by the evaluation committee to complete these services.

The Canal Substation 6001, 6003 & 6004 Circuits provide power to the western portion of the City's electrical distribution service area. The area serviced is bound by Congress Avenue on the east, Military Trail on the west, the L-10 canal on the north and the L-14 Canal on the south and includes areas of The Village of Palm Springs and un-incorporated Palm Beach County.

The scope of work under the work order includes but not limited to; replacement of deteriorated wood poles, replacement of steel cross-arms, removal of open-wire secondary & installation of insulated tri-plex secondary service wire, installation of animal-guards, replacement of damaged lightning arrestors, testing and remediation of system bonding and grounding conductors. The proposed improvements on these circuits will benefit approximately 5,900 customers.

The Electric Utility is requesting the services of Hooper Corp. to complete construction services for system hardening and reliability improvements on the Canal Substation 6001, 6003 & 6004 Circuits. The work is anticipated to be completed in 100 work days in the amount not exceed \$2,300,906

**MOTION:**

Move to approve/disapprove Work Order No. 1 with Hooper Corp. for construction services for electric distribution System Hardening and Reliability Improvements at a cost not to exceed \$2,300,906.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order No. 1

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$2,300,906	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$2,300,906</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH2130**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2130	\$2,500,000	\$2,500,000	\$2,300,906	\$199,094

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** February 16, 2021

**DEPARTMENT:** Electric Utility

**TITLE:**

Ratification of Capital Project and Emergency Purchase Order(s) for the replacement of the Power Plant Unit GT2/S5 138kV underground cable

**SUMMARY:**

Ratification of Capital Project and Emergency Purchase Order(s) for the replacement of the GT2/S5 138kV underground cable in the amount not to exceed \$400,000

**BACKGROUND AND JUSTIFICATION:**

On December 23, 2020 the City experienced a momentary fault on the electrical transmission system. The City's electrical utility staff in conjunction with NuCAT Corporation immediately began system testing and conducted fault analysis to determine the cause and location of the fault. Further testing and investigation determined the cause of the fault to be isolated to a section of direct buried underground 138kV cable between the GT2/S5 step-up transformer and the Main-Yard Substation that is believed to date back to the mid-1970s when the unit was constructed. Due to the faulted cable the GT2/S5 unit is currently on a forced outage and unavailable to operate. The GT2/S5 unit is therefore unavailable for use in meeting the electric utility's capacity obligations and incurring incremental capacity charges, nor is the unit available to support the electric utility in the event of a transmission tie line outage.

The electric utility team immediately began working with contractors, material vendors and engineering firms to replace the faulted 138kV cable. The scope of work for this project consists of the following; engineering review and installation in concrete of (3) new underground conduits from the GT2/S5 step-up transformer to the main-yard substation, procurement and installation of approximately 2,100 LF of 138kV rated cable plus a dedicated ground wire, installation of cable terminations and reconnection to the GT2/S5 step-up transformer and breaker. Conduit for fiber optic cable will be installed along the cable route during to take advantage of the open excavation.

Currently work is approximately 60% complete; contractors have completed installation of underground conduits, new cable & cable terminations procured and scheduled to ship-end of February and engineering team has completed design of cable support & termination brackets. Cable installation and terminations are scheduled to begin the first week of March with testing, commissioning and in-service expected to be completed by second week of March.

**MOTION:**

Move to ratify/not ratify Capital Project and Emergency Purchase Order(s) for the replacement of the GT2/S5 138kV underground cable in the amount not to exceed \$400,000.



**ATTACHMENT(S):**

Fiscal Impact Analysis  
Summary of Costs for 138kV GT2 S5 Cable Replacement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$400,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2106	\$400,000	\$400,000	-\$400,000	\$ 0

**City of Lake Worth Beach**  
**138KV Cable Replacement for GT2/ST5**

Project Line Item	Project Number	Account Number	Contractor	Est. Project Line Cost	Status	Notes
138KV AL Conductor	SH2106	421-6034-531-63.15	KERITE	\$ 73,935	Ordered	Shipping on 2/19
Terminators	SH2106	421-6034-531-63.15	G&W Electric	\$ 41,100	Ordered	Delivery estimated on 2/22
Terminator (SPARE)	SH2106	421-6034-531-63.15	G&W Electric	\$ 6,850	Ordered	Delivery estimated on 2/23
Termination Tool Kit	SH2106	421-6034-531-63.15	G&W Electric	\$ 450	Ordered	Delivery estimated on 2/24
Cutting/Removing Disposal of Asphalt	SH2106	421-6034-531-63.15	Restore It all	\$ 9,680	Completed	
2" Fiber conduit installation	SH2106	421-6034-531-63.15	Restore It all	\$ 7,920	Completed	
Duct Bank Installation	SH2106	421-6034-531-63.15	Restore It all	\$ 16,320	Completed	
Asphalt Restoration	SH2106	421-6034-531-63.15	Restore It all	\$ 27,346	In progress	
Concrete / Conduit	SH2106	421-6034-531-63.15	Restore It all	\$ 23,650	In progress	
Design arrester stanchion connected to existing structure	SH2106	421-6034-531-63.15	Power Engineers	\$ 3,320	In Progress	Expected no later than 2/8
Sheath Bonding Design	SH2106	421-6034-531-63.15	Power Engineers	\$ 2,900	In Progress	Expected no later than 2/8
Engineering Support During Construction (if needed)	SH2106	421-6034-531-63.15	Power Engineers	\$ 13,600	In Progress	Expected no later than 2/8
Project Supervision	SH2106	421-6034-531-63.15	Power Engineers	\$ 2,754	In Progress	Expected no later than 2/8
Ampacity analysis	SH2106	421-6034-531-63.15	Power Engineers	\$ 5,155	In Progress	Expected no later than 2/8
Termination baseplate design	SH2106	421-6034-531-63.15	Power Engineers	\$ 8,030	In Progress	Expected no later than 2/8
Final Report	SH2106	421-6034-531-63.15	Power Engineers	\$ 310	In Progress	Expected no later than 2/8
Pull ~2100' of cable in three conduits - terminate both ends	SH2106	421-6034-531-63.15	Wilco	\$ 30,000	Not Started	Estimated to begin on 2/23
GT2 Relay Upgrades	SH2106	421-6034-531-63.15	BHI	\$ 10,470	Not Started	
GT1 Relay Upgrades	SH2106	421-6034-531-63.15	BHI	\$ 10,470	Not Started	
GSU Transformer Rust repairs/repaint	SH2106	421-6034-531-63.15	TBD	\$ 10,000	Not Started	
138 KV cable HiPot Testing	SH2106	421-6034-531-63.15	Nucat	\$ 15,896	Completed	Actual cost - awaiting invoice
LA testing	SH2106	421-6034-531-63.15	Nucat	\$ -	Completed	Actual cost - awaiting invoice
GT2 GSU Testing	SH2106	421-6034-531-63.15	Nucat	\$ -	Completed	Actual cost - awaiting invoice
Estimated LWB Management Costs	SH2106	421-6034-531-63.15	LWB	\$ 14,423	In Progress	Estimated costs
Contingency Costs	SH2106	421-6034-531-63.15	TBD	\$ 36,802	In Progress	Estimated costs
<b>Total Project Costs</b>				<b>\$ 371,381</b>		