



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, November 07, 2023 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN
BLVD., HIGHLAND BEACH, FL

Town Commission

Natasha Moore
David Stern
Evalyn David
Donald Peters
Judith M. Goldberg

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Glen J. Torcivia

Town Manager
Town Clerk
Town Attorney

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **APPROVAL OF THE AGENDA**
 5. **PRESENTATIONS / PROCLAMATIONS**

[A.](#) Veterans Day Proclamation

6. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

7. ANNOUNCEMENTS**Board Vacancies**

Board of Adjustment and Appeals	Two (2) vacancies, for a three year-terms and One (1) vacancy for an unexpired term ending September 21, 2024
Code Enforcement Board	One (1) vacancy for an unexpired term ending September 21, 2024

Meetings and Events

November 09, 2023	9:30 A.M.	Planning Board Regular Meeting
November 10, 2023		Town Hall closed in observance of Memorial Day
November 14, 2023	1:00 P.M.	Code Enforcement Board Regular Meeting
November 21, 2023	1:30 P.M.	Town Commission Meeting

Board Action Report

1. Planning Board Recommendations on the proposed amendment concepts pertaining to the Accessory Marine Facility (AMF) and seawall regulations of the Town Code.

8. ORDINANCES (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)A. Ordinance No. 2023-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the code of ordinances, at Chapter 33 "Acquisition of Goods and Services, "Section 33-2 "Methods of Acquisition"; Amending Section 33-3 "Town Commission Approval"; and for other purposes; providing for the repeal of all ordinances in conflict, codification, severability, and an effective date (First Reading was October 03, 2023).

B. Ordinance No. 2023-004 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Funding Limitation of \$350,000, set forth in Section 2.01(30) of the Town of Highland Beach Charter, shall be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st (beginning In 2025) in accordance with the Regional Consumer Price Index (MSA); providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).

C. Ordinance No. 2023-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town Of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Town of Highland Beach shall amend its Charter at Article I, Section 1.06(7) to provide the Town Commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's Canvassing Board during the Uniform Municipal Elections; providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).

D. Ordinance No. 2023-006 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was October 17, 2023).

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

October 17, 2023 Town Commission Meeting Minutes

10. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- A. Fire Rescue Implementation Update
- B. Florida Department of Transportation (FDOT) RRR Project Update
- C. Building Department Recertification Program Update
- D. Continued discussion of Milani Park.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- A. Approve and authorize the Town Manager to execute a Construction Services Agreement with Baxter & Woodman, Inc. in the amount of \$89,935.22 for Lift Station No. 3 Rehabilitation Project.
- B. Approve and authorize Town staff to purchase an annual supply of sulfuric acid, sodium hydroxide and corrosion inhibitor chemicals from multiple vendors in an amount of \$173,008.40 for the Town's Water Treatment Plant operations.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT

14. TOWN MANAGER'S REPORT

15. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

File Attachments for Item:

A. Veterans Day Proclamation



Town of Highland Beach, Florida

Proclamation

Commemorating Veterans Day November 11, 2023

WHEREAS, November 11 is Veterans Day, a federal holiday that is meant to honor all veterans of the uniformed services who served or are still serving during times of peace as well as war; and

WHEREAS, Veterans Day has its origins at the end of World War I when at the 11th hour of the 11th day of the 11th month of 1918, the fighting ended with the signing of an armistice; and

WHEREAS, on November 11th, 1919, President Woodrow Wilson formally declared the day as Armistice Day in order to reflect on and honor the sacrifices made by service members during World War I; and,

WHEREAS, the name was changed to Veterans' Day by an Act of Congress on May 24, 1954. In October of that year, President Eisenhower called on all citizens to observe the day by remembering the sacrifices of all those who fought so gallantly and through rededication to the task of promoting an enduring peace. The President referred to the change of name to Veterans' Day in honor of the servicemen of all America's wars; and

WHEREAS, we recognize all active duty veterans serving around the world today.

NOW, THEREFORE, I NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of the Town Commission do hereby proclaim November 11, 2023, as

Veterans Day

in Highland Beach and call upon the residents to recognize and thank our veterans for their courage, honor, and dedication to the United States Armed Forces.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 7th day of November 2023.

**NATASHA MOORE
MAYOR**

File Attachments for Item:

1. Planning Board Recommendations on the proposed amendment concepts pertaining to the Accessory Marine Facility (AMF) and seawall regulations of the Town Code.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE: November 7, 2023

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Planning Board Recommendations on the proposed amendment concepts pertaining to the Accessory Marine Facility (AMF) and seawall regulations of the Town Code

SUMMARY:

At the February 7, 2023 Town Commission meeting, the Commission considered a discussion item pertaining to the December 2022 Accessory Marine-related Public Input Meetings including a summary of the public input received and next steps. Consensus from the Commission was to have the Planning Board review the proposed amendment concepts and provide their recommendations to the Commission (see table below). The Commission emphasized that the Board’s review should not be rushed. Accordingly, between March 2023 and October 2023, the proposed amendment concepts have been a continuing item of discussion on the Board’s meeting agendas.

At the September 21, 2023 and October 12, 2023 Board meetings, the Planning Board made the below recommendations on the proposed amendment concepts. *For Amendment Concept No. 1, motion carried 5-2 (October 12, 2023), and for Amendment Concepts 2-7 motion carried 6-0 (September 21, 2023).*

PROPOSED AMENDMENT CONCEPT	BOARD RECOMMENDATION
1. Maximum height for AMFs: Base Flood Elevation (BFE) plus 7 feet.	Maximum height for AMFs: BFE plus 8 feet.
2. Exempt personal watercraft (PWC) lifts from the requirement that “in no case shall the lift be higher than the superstructure of the boat when lifted” OR remove requirement.	Exempt personal watercraft (PWC) lifts from the requirement that “in no case shall the lift be higher than the superstructure of the boat when lifted.”
3. Maximum seawall cap width = 3 feet; maximum seawall cap plus dock width = 8 feet.	Maximum seawall cap plus dock width at eight (8) feet.
4. Encroachment into water at 25 feet or 25% of waterway width, whichever is	Encroachment into water for AMFs at 25 feet or 25 percent of the waterway

<i>less (measured from the shortest distance adjacent to property line).</i>	(excludes AMFs along the Intracoastal Waterway) to be measured from <i>wetface of seawall or bulkhead.</i>
<i>5. 10 foot side setback for all zoning districts. For lots < 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.</i>	No side setback for docks Townwide. A minimum 10-foot side setback for all other AMFs Town wide (For lots less than 100 feet in width, setback is 10% of width, setback cannot be less than 5 feet). Such recommendation does not apply to floating vessel platforms which are regulated by Florida Statute.
<i>6. Require a ladder for every 50 feet of dock.</i>	Provide one (1) ladder for each 100 feet abutting waterway, canal or lake, for properties less than 100 feet, provide one ladder. The ladder shall be either adjustable or fixed and shall extend into the water at mean low tide. Ladder requirement would be triggered as part of a special exception request.
<i>7. Maximum seawall height</i>	Maximum seawall height: BFE plus one (1) foot.

A brief history on hearings held and other related matters pertaining to the proposed amendment concepts are provided below:

November 17, 2020 - Town Commission authorized Vice-Mayor Greg Babij to sponsor the review and propose any amendment(s) to the accessory marine structure ordinance provisions (motion carried 5-0).

March 15, 2022 – Town Commission considers introduction to proposed amendment concepts regarding the AMF provisions of the Town Code. Commission consensus was to establish a process for review of such amendment concepts to include public participation and review by the Planning Board.

April 19, 2022 – Town Commission provides direction in establishing a process for review of amendment concepts as follows:

1. Requests that the Planning Board watch the April 19, 2022 Town Commission discussion on such item (Number 10D).
2. Requests that the Planning Board physically observe the various canal/lot widths and existing AMFs including boat lifts located within the Town.
3. Create maps of the various waterway widths (including canal and lakes).
4. Once Board site observations are complete, staff is to send out notices to all waterfront property owners (west of State Road A1A) prior to the Planning Board meeting where the Board will discuss proposed amendment concepts as provided to the Town Commission on March 15, 2022.

May 12, 2022 – Planning Board considers the April 19, 2022 direction provided by the Town Commission regarding Board review process for proposed amendments to the AMF regulations of the Town Code.

May 23-27, 2022 – Planning Board participates in individual site observations of the Town waterways via the Police Department’s Marine Patrol Unit (for those Board members who do not have access to a boat). Note five (5) of the seven (7) Board members conducted their observations on the Marine Patrol Unit vessel.

June 21, 2022 – Town Commission considers a discussion on a “review timeline” for proposed amendment concepts. Consensus from the Commission was to hold neighborhood meetings at the Town library in an effort to engage input from residents on the proposed changes, and that such meetings commence in October or November upon return of seasonal residents.

August 16, 2022 - Town Commission considers a discussion on a “review timeline” for proposed amendment concepts. Consensus from the Commission is to hold three (3) evening meetings in early November 2022.

December 5, 7, 13, 2022 – Public Input Meetings regarding proposed changes (“amendment concepts”) to the AMF and seawall regulations of the Town Code of Ordinances were held at the Town Library.

February 7, 2023 – Town Commission discussion on December 2022 Public Input Meetings to include summary and next steps.

February 23, 2023 - At the request of the Bel Lido HOA president, staff presented the proposed amendment concepts at the Bel Lido HOA meeting.

June 6, 2023 – At the request of the Town Commission, an update on the Planning Board’s ongoing discussion of the amendments concepts was provided to the Commission.

June – July 2023 - At the request of the Planning Board, an additional round of individual Board member site observations of the Town waterways was conducted via the Police Department’s Marine Patrol Unit. Note five (5) of the seven (7) Board members participated.

ATTACHMENTS:

- March 15, 2022 Town Commission memorandum with Attachments 1-5 regarding introduction to proposed changes to AMF regulations.
- February 7, 2023 Town Commission memorandum with Public Input Meeting sign-in sheets and comment sheets Attachments.
- Maps: Canal, lake and lots widths.
- Additional Public Comment.

RECOMMENDATION:

At the discretion of the Town Commission.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE: March 15, 2022

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Introduction to a proposed amendment to the Town Code of Ordinances regarding Accessory Marine Facilities.

SUMMARY:

Former Vice-Mayor, Greg Babij, is sponsoring an amendment to the Accessory Marine Facilities regulations found in Section 30-68(g) and (h) of the Town Code. This proposed amendment is further detailed in Mr. Babij’s attached draft report (Attachment No. 1). Staff has prepared the following table which compares each proposed change with any current Town Code regulation that may apply:

Proposed amendment	Current Town Code regulation
1. Maximum height for accessory marine facilities at Base Flood Elevation (BFE) plus 7 feet.	Town Code is silent on maximum height for accessory marine facilities; however, the definition of “boat lift” requires that in no case shall the lift be higher than the superstructure of the boat when lifted (Sec. 30-131).
2. Exempt personal watercraft (PWC) lifts (as defined in Sec. 30-131) from the requirement that “in no case shall the lift be higher than the superstructure of the boat when lifted” or remove requirement from Town Code. <i>Note that given the low profile of such PWCs, compliance is problematic unless a variance is sought by Applicant.</i>	Boat Lift is defined as “the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation. In no case shall the lift be higher than the superstructure of the boat when lifted.” (Sec. 30-131). Personal Watercraft lift (PWL) includes a mechanical/electrical device for lifting jet skis, canoes, kayaks or other small watercraft out of the water. (Sec. 30-131).

Proposed amendment	Current Town Code regulation
3. Maximum seawall cap width of 3 feet and maximum 8 foot width for seawall cap plus dock, as measured from the property line.	In waterways not regulated by the U.S. Army Corps of Engineers, docks and mooring structures shall not extend into any waterway more than five (5) feet. In waterways regulated by the U.S. Army Corps of Engineers, docks and mooring structures may extend to that distance allowed by said agency (Sec. 30-68(g)a. and b.). <i>Note that USACE regulates Intracoastal Waterway, canals and lakes in Town.</i>
4. Encroachment into water is 25 ft or 25% of waterway width (measured from the shortest distance adjacent to property line) whichever is less.	See No. 3 above.
5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 ft.	Single-family zoning districts: 25 foot side setback. For lots with a width of 50 feet or more but less than 70 feet, 15 foot side setback. For lots with less than fifty feet abutting the water, the planning board may grant a special exception for the installation of a seawall mounted davit type lifting device (but not a dock structure) after being satisfied as to the protection of neighboring property and no infringement of standard navigation practices. Multi-family Zoning districts are exempt from side setback (Sec. 30-68(g)(6)d.)
6. Require a ladder for every 50 feet of dock.	Town Code is silent on ladders.

Note that at the September 10, 2020 Planning Board meeting, staff provided, at the request of the Planning Board Chair, a discussion item that included other municipal piling height limits. Given the proposed amendment to the Town Code includes a maximum height for accessory marine facilities, the Commission may find the discussion memorandum helpful in the review and consideration of this introduction item (Attachment No. 2). Staff has also prepared a table that lists recent Town boat lift requests and their corresponding piling height and extension into the waterway (Attachment No. 3). The table also compares the applicable extension requirements for both the Cities of Pompano Beach and Boca Raton.

The proposed amendment was reviewed by Applied Technology & Management, Inc. (ATM), a coastal and marine engineering consultant who has a Professional Services Agreement with the Town. A report was provided by Dr. Michael G. Jenkins, ATM's Coastal Engineering Principal (Attachment No. 4). Dr. Jenkins indicates under item No. 1 of his report, that the Town's requirement that all accessory marine facilities receive Planning Board approval (Sec. 30-68(g)) is not a common requirement and that Board approval is typically reserved for sites with special and unique circumstances. Note that Section 30-46 of the Town Code currently requires special public notice for Planning Board hearings. Although not included in Mr. Babij's

proposed amendment, the Town Commission should be mindful that if Commission consideration is given to reserving Planning Board approval only for those sites with special and unique circumstances, public notice provisions and public comment would only then apply to such special and unique sites. Those accessory marine facility requests that are not special and unique sites would be administratively approved by staff so long as they are consistent with Town Code regulations.

For reference purposes, attached are the current regulations applicable to accessory marine facilities found in Section 30-68 (g) and (h) of the Town Code (Attachment No. 5).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Attachment No. 1 – Draft report from Greg Babij

Attachment No. 2 - Planning Board discussion memorandum – September 10, 2020

Attachment No. 3 - Recent Town boat lift requests table

Attachment No. 4 - ATM report

Attachment No. 5 - Section 30-68 (g) and (h) Town Code of Ordinances

Ordinance Process flowchart

RECOMMENDATION:

At the discretion of the Commission.

ATTACHMENT NO. 1

DRAFT Proposed Revisions to Marine Accessory Ordinances

Abstract:

The existing marine accessory ordinances lack some detail and it is recommended they are enhanced to provide clarity on topics that have been a source of ambiguity and contention. Items like maximum allowable height of marine accessories, ambiguity around jetski lifts vs. boat lifts, and the process of dealing with marine accessories in where there is a discontinuity in the waterway (i.e corner lots, end of canals) have all been points of contention between residents and the Building Department, due to lack of detail.

Additionally, this is an opportune time to consider revising certain other components of the current ordinances to address anticipated future conflicts or in some cases better conform with code used by surrounding towns.

While reviewing the recommended changes, it may be beneficial to envision the concept of a 3-dimensional box that sits on the rear property line of any waterfront lot. Marine accessories must completely fit within the box to be permissible. Otherwise, they would be required to go through the process of obtaining a variance.

Summary of Recommendations

1) Define a Maximum Allowable Height of Marine Accessories: Recommended Maximum Height: Base Flood Elevation plus 7 feet.

There have been multiple debates around what is an acceptable height of boat lifts. The current codes only state that a boat lift shall not be higher than the superstructure of the boat when lifted, but is silent on how high up in the air the combined boat lift and boat can be. This leaves open the potential for installing boatlifts on top of excessively high pilings, as long as the boat lift is fully retracted so the boat will be higher than the lift itself.

It is recommended that the “height” of the 3 dimensional box behind any waterfront property be Base Flood Elevation plus 7 feet. Referencing Base Flood Elevation allows the ordinance to be dynamic with sea level rise, as it is a reference datum that has been occasionally revised higher by the US Government in conjunction with the sea level. Pilings, and also the boat lift components must not be higher than this recommended maximum allowable height.

2) Amend existing language related to Jetski (Personal Watercraft) Lifts

The current codes are excessively onerous for jetski lifts, relative to boat lifts. As Section 30-131 is written, the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation, and in no case shall the lift be higher than the superstructure of the boat when lifted.

Because of the low vertical profile of a jetski (3 feet) relative to the vertical profile of a boat lift (7 feet), a boat lift can be installed to hold a boat, but the very same boat lift would not be permissible if it is used to instead lift a jetski.

It is recommended the current code be amended by either by removing the section that states *in no case shall the lift be higher than the superstructure of the boat when lifted*, or simply exempt jet skis (personal watercraft) from this code.

**3) Define a maximum width of a seawall cap and also a maximum width of a dock out into the water.
Recommended maximum new seawall cap width of 3 feet as measured from the property line
Recommended maximum dock plus seawall cap width of 8 feet as measured from the property line**

As properties are redeveloped and seawalls are replaced, there exists the potential for residents to look to “extend” their effective usable property out into the water by building a new seawall outside of the existing seawall. There is also the potential for properties to get extended by pouring excessively wide seawall caps on top of new seawalls and building excessively wide docks.

By limiting the maximum seawall cap width from the property line, and also the maximum distance the seawall cap plus dock can extend from the property line, the risk of one property owner effectively creating their own peninsula is minimized.

It is recommended that the waterside edge of any new seawall cap be limited to 3 feet from the property line, whether it is on top of a new wall, or is a cap raise on top of an existing wall.

Additionally, it is recommended that any new dock built is limited to a maximum distance of 8 feet out into the water as measured from the property line. This would allow for the outer edge of neighboring docks to all be limited to the same distance from the property line regardless of seawall cap size. For example, if a property has a 2 foot wide seawall cap, then that property would be allowed to have a 6 foot wide dock, and meet the maximum combined width of 8 feet. While if a neighboring property has a 3 foot wide seawall cap, they would be limited to a dock width of 5 feet.

Lastly it is recommended that language be added into the code to limit the installation of no more than 1 new seawall outside of the original property seawall that abuts the property line. This eliminates the risk that new seawalls are repeatedly installed on the waters edge side of existing seawalls, which would effectively create a man-made peninsula.

**4) Define a Maximum Distance that Marine Accessories can Extend into the Water
Recommended Maximum Distance: The lesser of 25 feet from the property line or 25% of the waterway width.**

This recommendation can be thought of as the perpendicular edge of the 3 dimensional box, as measured from the property line straight out into the water.

The town codes [Sec. 30-68(g)(6)a and b] simply defer to the Army Core of Engineers for approval of distance into water. It is recommended that the maximum distance be limited to the lesser of 25 feet or

25% of the width of the canal or waterway. Additionally, this distance will be measured from the shortest distance between the two properties in question.

This maximum distance of 25 feet is not an arbitrary value. It was chosen to allow residents to mix and match combinations of seawall cap widths, dock widths and boat lift widths of reasonable size without having to obtain a variance.

The chart below shows the various widths of boatlifts ranging from small boats to very large boats. For illustration, a typical 40 ft powerboat may weigh 30,000 to 40,000 lbs., and that lift is 16 ft wide (center to center) which is 17 ft wide when measured to the outsides of all pilings.

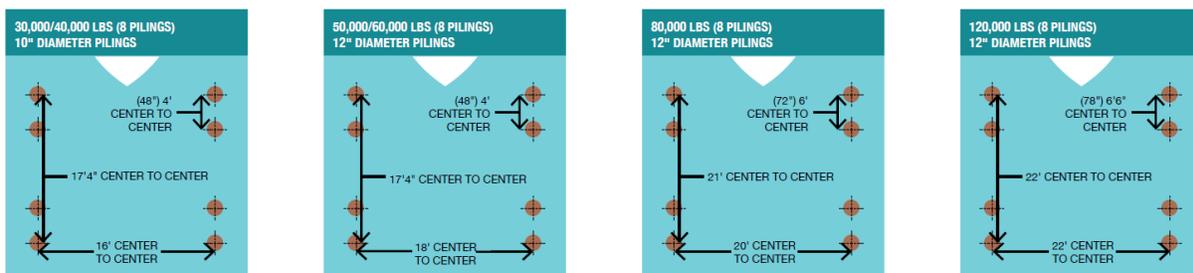
This very standard lift size could be installed at any home that has also conformed to the recommended seawall cap and dock widths, and stay at the 25 ft maximum distance:
3 ft seawall cap + 5 foot dock + 17 foot boatlift = 25 ft.

On the larger end of the spectrum, a 120,000 lb boatlift could hold about the largest size boat an owner would probably want to be able to lift behind a residential property. That boatlift is 22 ft wide center to center, which would be 23 feet wide to the outsides of the pilings. This “mega lift” could still fit in a back yard, but it would have to be right up against a seawall cap, as there is no room for a dock. Early seawall caps were 2 feet wide, and newer caps are 2.5 feet to 3 feet wide. Also note this lift could be installed at a property that has a 3 foot new cap, by notching out 1 foot where the inside pilings are installed. And again this is an extreme outlier example.

A much more typical boat lift for very large boats would be a 50,000 or 60,000 or even possibly an 80,000 lb. lift and the widths there easily stay within the maximum 25 foot threshold with a 3 foot wide seawall cap.

I am not sure Highland Beach has ever had a request to install an 80,000 or 120,000 lb. boatlift, as those are a very rare size.

Piling Setting Dimensions for Yacht Lifts



5) Amend Side setbacks to utilize a smoothed definition instead of the complicated step function definition. Additionally apply the new definition to all property types.

The current town codes utilize a step function where the side setbacks jump at discrete intervals. For example, if a single family zoned property is 71 feet wide, the side setbacks are 25 feet on each side. Comparatively, if a single family zoned property is 69 feet wide, the side setbacks are 15 feet on each

side. Additionally, there exists a different set of side setbacks for single family zoning vs multi-family zoning. Multi-family zoning has a zero foot setback.

It is recommended that the side setbacks be a smoothed function and are less for smaller properties so as to enhance the ability to utilize the water frontage. It is also recommended that the same set of rules apply to all properties equally, regardless of zoning.

Recommendations for Side setbacks:

-For properties with waterline length of 100 feet or more: 10 foot side setback on either side. This setback matches surrounding towns such as Boca Raton, Hillsboro Beach, and Ocean Ridge.

-For properties with waterline length of less than 100 feet: the side setbacks are proposed to be 10% of property waterline length on either side, with a minimum setback of 5 feet, on either side.

Utilizing this framework, a 71 foot wide property would have side setbacks of 7.1 feet, and a 69 foot property would have side setbacks of 6.9 feet.

Lastly, it is recommended that the current code clarify that with measurements will be made based on the assumption that a lot line is extended beyond said property line on a line perpendicular to the seawall or bulkhead. This clarification will provide clarity when measurements are being made with properties that have lot lines that are not perpendicular to the seawall, such as pie shaped lots.

6) Require a Ladder for every 50 feet of dock.

This is simply a requirement in most surrounding towns and our code is silent.

7) Strengthen existing language on the approval process of marine accessories in areas where there is a discontinuity in the waterway by acknowledging that they are a “special case” and external expertise will be utilized.

The majority of conflicts are associated with areas where there is a discontinuity in the waterway such as an abrupt restriction in the waterway width, end of canals, or corner lots or lots that extend into a waterway. The current code is a bit nebulous around these more complicated properties, and in some cases boatlifts have previously been installed in locations where one property owner is inadvertently restricting or blocking an adjacent property owner of the ability to also install a boatlift.

This situation was discussed extensively with the Marine Consultant, and in his expert opinion, no code can be written to address every possible potential scenario within the town. His recommend course of action is to treat any property that has a small water frontage (perhaps less than 50 feet) or that has a discontinuity in the waterway as “a special case.” In these special cases, the standard procedure will be to consult with a marine expert who will make recommendations to the planning board on locations and maximum permissible sizes of marine accessories, with the intention of making sure all surrounding property owners are not having their ability to also utilize the waterway restricted. The code already allows for outside experts for review of development approval requests via Sec. 30-12. The recommended code change is simply to clarify to all parties that a consultation with a marine consultant along with a consultant recommendation to the planning board will be part of the approval process in these special cases.

The planning board can then decide what will be permitted. If a resident disagrees with the planning board's approval, and feels that their access is being restricted as a result of a marine accessory installation, they can seek remedy through the court system.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Virtual Planning Board Meeting

MEETING DATE 9/10/2020

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Discussion on piling height limits and Town Code deficiencies pertaining to accessory marine facilities.

BACKGROUND:

On August 15, 2020, Planning Board Chairperson, David Axelrod, made the following two inquiries to Town staff:

1. Whether other local municipal codes provide height limits on pilings; and
2. Whether there are any other deficiencies in the Town Code as it pertains to accessory marine facilities.

Staff was directed by Town Manager, Marshall Labadie, to proceed with preliminary research on these inquiries.

SUMMARY:

Height limits on pilings:

The Town of Highland Beach's Code of Ordinances does not provide height limits for boat lift pilings. Upon staff review of the municipal codes for Boca Raton, Delray Beach, Manalapan, North Palm Beach and Ocean Ridge, no provisions for lift piling height were found. The municipal codes of Sanibel and Cape Coral both provide height provisions for mooring pilings as provided in Table 1 below (Note that Cape Coral also provides a maximum elevation provision for "pilings"). Jupiter Island's municipal code states for pilings supporting a dock or used in conjunction therewith shall not be higher than eight feet above mean high water. Moreover, Jupiter Island provides hoisting and daviting provisions for boats as follows:

Section 3.07F.(b) No boat shall be hoisted or davited to such a height that the top of the main superstructure, but not including masts, antennas, outriggers or other attachments to said boat, shall be more than eight feet above mean high water, and no boat exceeding 31 feet in overall length shall be hoisted or davited from the water and supported by a dock, unless approved by the impact review committee using the standards set forth in article X, division II, section 2.04 (see Attachment No. 1)

The municipal code for Lighthouse Point contains provisions for the number of individual pilings which may be installed adjacent to any property as provided in Table 2 below.

TABLE 1

MUNICIPALITY	PILING HEIGHT PROVISION	NOTES
Sanibel	Height of mooring pilings, maximum ten feet above mean high water (Sec. 126-886).	“Mooring Piling” is not defined in Sanibel’s Municipal Code.
Cape Coral	Mooring Pilings shall not be higher than eight feet above mean high water (Section 5.4.5.).	“Mooring Piling” is not defined in Cape Coral’s Municipal Code.
	The elevation of pilings shall not exceed 10 feet above the seawall cap or, if no seawall exists, 13 feet above mean water level (Section 5.4.2.).	
Jupiter Island	Pilings supporting a dock or used in conjunction therewith shall not be higher than eight feet above mean high water (Section 3.07C1.b.)	

TABLE 2

LIGHTHOUSE POINT: Section 42-380(d)(1) The number of individual pilings which may be installed adjacent to any property shall be as follows:

Properties With Eight (8) Foot Side Setbacks		Properties With Seven and One-Half (7½) Foot Side Setbacks	
Linear Feet of Frontage Along Water	Maximum # of Pilings Allowed	Linear Feet of Frontage Along Water	Maximum # of Pilings Allowed
0—60	0	0—60	0
Over 60—136	2	Over 60—135	2
Over 136—176	3	Over 135—175	3
Over 176 +	4	Over 175 +	4

Deficiencies:

Section 30-68 (g)(6)d.2. of the Town Code provides for a contradictory provision regarding the side yard setback requirement for accessory marine facilities in multifamily zoning districts. This section currently reads as follows:

Multifamily zoning districts: Five (5) feet, measured from the perimeter property lines. In multifamily residential zoning districts, marine facilities shall be exempt from side yard setback requirements for all interior lot lines.

Initially, the provision states that a five (5) foot setback is applicable; however, the second sentence exempts multifamily residential zoning districts from the side yard setback requirement. While this conflicting text could be addressed independently from the other accessory marine facility regulations, staff suggests that a marine consultant be retained to holistically assess the current Town Code regulations pertaining to accessory marine facilities and determine deficiencies. Marine consultant considerations could include whether provisions for lift piling height or hoisting of boats, along with corresponding definitions, should be incorporated into the Town Code.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Attachment No. 1 – Jupiter Island standards for impact review.

RECOMMENDATION:

Board discussion.

Sec. 2.04. - Standards for impact review of hoisted boats in excess of 31 feet in length or in excess of eight feet in height above mean high water.

The decision-maker shall approve an application for a hoisted boat that exceeds the maximum length and/or height if the applicant demonstrates that:

- A. The proposed hoisted boat will not adversely affect the public interest; and
- B. The proposed hoisted boat is consistent with the surrounding neighborhood character; and
- C. The visibility of the proposed hoisted boat from public rights-of-way and adjacent properties is minimized in a manner that is consistent with the surrounding neighborhood character; and
- D. The landscape buffer along the side property lines minimizes the visibility of the proposed hoisted boat; and
- E. The proposed hoisted boat will not cause substantial injury to the value of any other property in the neighborhood where it is to be located; and
- F. The proposed hoisted boat will be compatible with adjoining properties and the intended purpose of the district in which it is to be located; and
- G. The proposed hoisted boat will not result in an obvious departure from the aesthetic character of the neighborhood; and
- H. The proposed hoisted boat is situated in a manner that does not materially obstruct the waterfront views from neighboring property; and
- I. The proposed hoisted boat will be associated with a dock which is conforming to all town regulations; and
- J. The proposed hoisted boat does not exceed 41 feet in length or contain more than two levels.

(Ord. No. 342, § 2, 9-17-13)

ATTACHMENT NO. 3

BOAT LIFTS REQUESTS

ADDRESS	# OF PILINGS	HEIGHT OF PILING/TOP OF LIFT BEAM ¹	LIFT EXTENDS INTO WATERWAY (FROM PL)	POMPANO BCH REGULATIONS FOR EXTENDING INTO WATERWAY (FT) ²	BOCA RATON REGULATIONS FOR EXTENDING INTO WATERWAY (FT) ³	NOTES
2021						
4205 Intracoastal Dr <i>APPROVED</i>	8	5'/6'6"	25'	20 (Approx. 145 ft width of waterway)	20	
4408 Intracoastal Dr <i>APPROVED</i>	0	0/6'6"	18'	18.6 (Approx. 93 ft width of waterway)	20	
4206 Intracoastal Dr <i>APPROVED</i>	4	5'/6'6"	18.5'	20 (Approx. 100 ft width of waterway)	20	
1118 Bel Air Dr <i>APPROVED</i>	0	0/7'8"	16	20(Approx. 155 ft width of waterway)	20	
2020						
1006 Grand Ct <i>DENIED</i>	10	7'/8'6"	18'6"	20 (Approx. 150 ft width of waterway)	20	
4318 S Ocean Blvd <i>APPROVED</i>	0	0/7'3"	20'	20 (Approx. 100 ft width of waterway)	20	
2019						
2727 S. Ocean Blvd (slip 5A and 5B) <i>APPROVED</i>	4	Not provided on plans	33'9" (SEE NOTES)	20 (Approx. 316 ft width across ICW)	20	Extension into waterway was measured from seawall. Note that property line is west of seawall, in the water.
4014 S. Ocean Blvd <i>APPROVED</i>	4	Not provided on plans	21'6" (SEE NOTES)	20 (Approx. 337 ft width across ICW to dock)	20	Extension into waterway was measured from dock. Note that property line is west of dock, in the water.

¹Measured from the dock.

²Pompano Beach allows lift to extend to a distance **20%** of the width of the waterway or 20 feet, whichever is less.

³Boca Raton allows lift to extend to a distance **25%** of the width of the waterway or 20 feet, whichever is less. For portions of a boat lift constructed beyond 20 percent of the width of the canal, only wood pilings may be utilized and no part of a boat lift structure shall extend beyond the face of the wood pilings nearest the canal center.

PL – Property Line

FT – Feet

Note: Neither Pompano Beach nor Boca Raton code regulations provide for _____ m piling height.

ATTACHMENT NO. 4



A Geosyntec Company

2/11/22

Ingrid Allen
Town Planner
Town of Highland Beach
3614 S. Ocean Boulevard
Highland Beach, FL 33487

**Re: Accessory Marine Facility Code Amendments Relative to Boat Lifts
Town of Highland Beach**

Ms. Allen,

This correspondence is provided as additional discussion and opinion regarding changes to Town of Highland Beach code relative to 'Accessory Marine Structures' and specifically boat lifts as defined within sec. 30-68 of municipal code. Items are discussed relative to potential changes to specific requirements of the current code.

1. Requirement for Accessory Marine Facilities to receive Planning Board approval

The requirement that all accessory marine facilities receive planning board approval (ref. Sec. 30-68 Supplemental district regulations (g)(3)) is not a common requirement within coastal communities. Boat lifts are generally allowed with restrictions without planning board approval. Board approval is typically reserved for sites with special and unique circumstance (see item 6. below) or for variance requests from the standard provisions defined in code. The requirements for lift installation are generally defined by code in terms of limitations to the location (setback) and overall size of the structure. These limitations meet the intent to minimize impacts to adjacent properties, allow for safe navigation and minimize impacts to view.

2. Requirement of setbacks for all zoning districts

Requirements for minimum setbacks for all zoning districts are a standard practice and are a key provision to meet the intent to minimize impacts to adjacent properties, allow for safe navigation and minimize visual impacts. The zero-foot setback for multi-family zoning within the Town's current code is anomalous and does not provide a sufficient setback to meet the intent. Required minimum setbacks for boatlifts and docks vary considerably by jurisdiction. The nominal width of lots within a municipality are generally relevant to this provision. Areas with larger lots tend to have larger setback requirements, while areas with smaller lots have lesser setback requirements to allow for reasonable use.

3. Limits to waterway encroachment

Limitations to the distance structures can encroach into a waterway are a standard practice and meet the intent to allow for safe navigation and minimize impacts to adjacent properties and views. Encroachment maximum distances on the order of 25 feet (relative to the waterway edge) are fairly common, though additional restrictions for narrow waterways are also common practice. In general, a fifty-foot effective fairway width is a common design standard for residential canals.

4. Limitations to pile maximum height

Limitations to maximum pile height is not a common practice but does meet the intent to minimize impacts to view. This approach also addresses a related issue relative to overall vessel size. Limitations to pile height restrict the ability to lift vessels beyond a certain size which addressed both issues of view and waterway navigability. In terms of maximum height, it should be defined relative to a fixed vertical datum. Pile heights generally on the order of 12 feet (NAVD 88) (which equates to something on the order of 8 feet above dock height) meet the lifting requirements for most vessels.

5. Limits to seawall cap and dock width

Limitations to Seawall cap and dock total width meets the intent to limit impacts to adjacent properties, waterway navigability and view. A total width of 8 feet (inclusive of the seawall cap and dock) is consistent with general practice.

6. Special and unique circumstances - Sewall discontinuities and corner lots

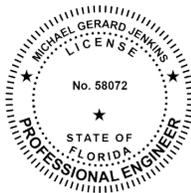
Regulation of boat lifts through minimum setbacks, size and height limitations are generally sufficient to meet the intent to minimize impacts to adjacent properties, allow for safe navigation and minimize impacts to view for waterways that are generally uniform in dimension adjacent to the regulated property. The majority of conflicts are associated with areas where there is a discontinuity in the waterway such as an abrupt restriction in the waterway width, corner lots or lots that extend into a waterway. Application of uniform code provisions to address these areas are problematic as each circumstance is unique and requires consideration of the specific current and intended use and access to the waterway. These issues are further complicated by the range of boat types, sizes and performance characteristics which may be germane to both the use and potential for impact to adjacent properties. Such instances likely warrant further consideration by the Planning Board.

Sincerely,

Applied Technology & Management, Inc.



Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Principal



**Michael
G Jenkins**

Digitally signed by
Michael G Jenkins
Date: 2022.02.24
09:00:36 -05'00'

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ATTACHMENT NO. 5

→ Sec. 30-68. - Supplemental district regulations.

(g) *Accessory marine facilities:*

- (1) *Accessory use.* Accessory marine facilities, including docks, piers, launching facilities, boat basins, freestanding pilings and lifting and mooring devices, are permitted as accessory uses in all residential zoning districts. Accessory marine facilities shall be reviewed as special exceptions by the planning board which shall be the final authority on all applications unless the accessory marine facility is part of a site plan submittal or other application requiring town commission approval as provided for in section 30-36.
 - a. Accessory marine facilities shall not be used for commercial purposes.
 - b. Accessory marine facilities shall be used only by residents or their guests, and shall not be rented or leased to nonresidents or any other person other than owners or residents of the principal dwelling or dwellings. For the purpose of this section, the term guest shall mean a person or persons residing in a dwelling unit for a limited period of time, not to exceed a period of sixty (60) days within one calendar year, at the invitation of the owner or resident of the dwelling.
 - c. Accessory marine facilities shall not be a hazard to navigation.
- (2) *Boat basins.* Boat basins are allowed in all zoning districts and reviewed by a special exception, subject to the additional standards listed below:
 - a. The edge of any improvements associated with a boat basin shall be located at least twenty-five (25) feet from side property lines.
 - b. The total length of improvements associated with a boat basin shall not exceed one-third (33.3%) of the length of the property line in which the basin is located.
 - c. Not more than twenty-five (25) percent of any boat moored in a boat basin may extend waterward of property line in which the basin is located.
 - d. The town, at the expense of the applicant, may utilize appropriate marine, engineering, construction, and related professionals to review all aspects of such application. Such professionals shall be utilized to ensure compliance with the requirements herein, to ensure a proposed basin will not be a hazard to navigation, and to ensure a proposed boat basin will not pose a potential hazard, via erosion or other action, to the stability of neighboring properties.
- (3) *Lifting devices.* The installation of lifting devices or other means of securing boats (but not a boat dock) is allowed in all zoning districts. In addition to the requirements for a special exception, the planning board must also find that the lifting device will provide adequate protection of neighboring property and that there is no infringement of standard navigational practices.
- (4) *Boats and setbacks.* When moored, any portion of a boat shall not extend beyond any property line, as extended waterward.
- (5) *Enclosures.* Accessory marine facilities shall not be enclosed with walls, roofs, or any other structures or improvements.
- (6) *Installation.* Accessory marine facilities shall comply with the installation standards listed below:
 - a. In waterways not regulated by the U.S. Army Corps of Engineers, docks and mooring structures shall not extend into any waterway more than five (5) feet.
 - b. In waterways regulated by the U.S. Army Corps of Engineers, docks and mooring structures may extend to that distance allowed by said agency.

- c. Measurement of the width or length of a dock, as applicable, shall be made from the property line.
 - d. Marine facilities shall comply with the side yard setbacks listed below.
 - 1. *Single-family zoning districts:* Twenty-five (25) feet; provided, however, the side yard setback shall be fifteen (15) feet for any single-family lot with a lot width of fifty (50) feet or more but less than seventy (70) feet. For those lots with less than fifty (50) feet abutting the water, the planning board may grant a special exception for the installation of a seawall mounted davit type lifting device (but not a dock structure) after being satisfied as to the protection of neighboring property and no infringement of standard navigation practices.
 - 2. *Multifamily zoning districts:* Five (5) feet, measured from the perimeter property lines. In multifamily residential zoning districts, marine facilities shall be exempt from side yard setback requirements for all interior lot lines.
- (7) *Perpendicular docking.* Unless otherwise provided herein, boats shall not be moored or docked perpendicular to the property at which they are located.
- a. A boat moored at the landward end of a canal constructed for boat docking purposes may be moored perpendicular to the property line, provided such mooring does not impede the navigation of adjacent property owners.
 - b. A boat moored in the Intracoastal Waterway may be moored perpendicular to the property line, subject to approval by the U.S. Army Corps of Engineers.
 - c. A request for perpendicular docking of a boat in a canal shall be considered as a special exception by the planning board. Applications for development order approval of perpendicular docking of boats shall be subject to all standards applicable to a special exception request, and the additional criteria contained herein:
 - 1. Location of docks, docked boats, and relation to side setbacks shall be established by the waterward extension of property lines.
 - 2. Perpendicular docking of boats shall not interfere with navigation of other boats within the affected canal, and will not be a hazard to navigation.
 - 3. Perpendicular docking of boats shall comply with all setbacks required for accessory marine facilities.
 - 4. Docks or accessory mooring facilities approved by the planning board for perpendicular docking of boats may exceed the maximum extension into a waterway allowed for accessory marine facilities.
 - 5. The building official or planning board may request evidence, prepared by a recognized marine expert, demonstrating the following:
 - i. Proposed perpendicular docking and related accessory marine facilities will not reasonably deny or otherwise limit the ability of abutting or adjacent property owners to construct accessory marine facilities;
 - ii. Proposed perpendicular docking and related accessory marine facilities will not reasonably deny or otherwise limit the normal ability of abutting or adjacent property owners to moor, maneuver, use or otherwise move a boat; and
 - iii. Proposed perpendicular docking and related accessory marine facilities will not deny reasonable visual access of abutting property owners to public waterways.

- (h) *Dolphins, freestanding pilings, boat lifts, docks, and moorings:*
- (1) *Installation.* In order to be installed, dolphins, freestanding pilings, boat lifts, docks, and moorings (collectively "mooring facilities") shall comply with all standards listed below:
 - a. The installation shall be subject to special exception approval by the planning board at an advertised public hearing.
 - b. The mooring facilities will be located in a canal or waterway at least eighty (80) feet in width.
 - c. The mooring facilities will not create a hazardous interference with navigation, endanger life or property, or deny the public reasonable visual access to public waterways.
 - d. Construction of all mooring facilities shall require a building permit.
 - (2) *Public notice.* In addition to the requirements of section 30-46, written notice must be provided by first class mail to owners of property abutting the canal and located within five hundred (500) feet, as measured from both property lines along the canal bank, of the property in question.
 - (3) *Documentation.* The building official or planning board may request evidence, prepared by a recognized marine expert, demonstrating the proposed mooring facilities will not be a hazard to navigation and will not deny reasonable visual access to public waterways.
 - (4) *Adjacent property.* Installation of the mooring facilities shall not cause a hazardous interference with navigation, endanger life or property, or deny the adjacent property owners or public reasonable visual access to the public waterway.
 - (5) *Navigation.* Installation of such mooring facilities shall not infringe upon standard navigational practices that are or may be used by abutting property owners.
 - (6) *Floating docks.* Floating docks are permitted, subject to conformance with all zoning code requirements herein and compliance with all applicable building codes.

→ Sec. 30-131. - Definitions of terms.

Boat lifts means the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation. In no case shall the lift be higher than the superstructure of the boat when lifted.

Note that Section 30-131 has several accessory marine facility-related definitions including "dock, residential," "dolphin pilings," etc.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE: February 7, 2023

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Discussion of Accessory Marine-related Public Input Meetings to include summary and next steps.

SUMMARY:

On December 5th, 7th, and 13th, 2022, the Town held Public Input Meetings regarding proposed changes (“amendment concepts”) to the Accessory Marine Facility and seawall regulations of the Town Code of Ordinances. An identical PowerPoint presentation was presented at each meeting which identified each amendment concept, any corresponding Town Code regulation that may apply to the concept, and a “no action” option. Staff prepared a comment sheet which was available at all three (3) meetings as well as on the Town’s website. Attached are the comment sheets received. In addition to the comment sheets, staff took notes of comments and concerns raised by residents in attendance at each meeting. These meeting comments are provided below by meeting date. The following meeting comment (*in italics*) required some additional research by staff which is provided in the table below:

Look at other municipalities with direct Intracoastal Waterway (ICW), how do they handle encroachment (Comment from December 5th meeting)? **Staff response:** The following table provides regulations applicable to other municipalities:

City	Dock Encroachment	Boat Lift Encroachment
Boca Raton	6 ft for canals and waterways less than 100 ft in width or 8 ft for canals and waterways 100 ft or more in width (exclusive of pilings), measured from the property line, seawall or bulkhead, whichever is nearest to the waterway.	25% of width of canal or waterway or 20 ft , whichever is less. For portions of a boat lift constructed beyond 20 percent of the width of a canal , only wood pilings may be utilized and no part of a boat lift structure shall extend beyond the face of the wood pilings nearest the canal center.

Pompano Beach	5 ft for canals and waterways 50 ft in width or less for canals and waterways more than 50 ft in width, 8 ft (or 10% of width of canal and waterway, whichever is less), as measured from the property line or measurement reference line.	20% of width of canal or waterway or 20 feet, whichever is less, as measured from the property line or measurement reference line.
Delray Beach	5 ft into waterway, if no existing seawall, measured from water's edge at mean low tide; 5 ft if existing or proposed seawall without batter piles, measured from face of seawall; 7 ft if existing or proposed seawall with or without a seawall cap with batter piles, measured from the face of seawall.	20 ft into waterway from the property line or seawall or bulkhead, whichever is nearer to the waterway.

ft = feet

December 5, 2022 (12 residents in attendance, does not include Town Commission or Planning Board members):

1. Look into FEMA preliminary maps, boat lift height should go up not down.
2. Consider seawall height range to accommodate existing (older) structures. For example, Fort Lauderdale has a range from 4 feet to 6 feet.
3. Consider measuring encroachment into the water from existing bulkhead line given some property lines are in the water.
4. Need clear process based on Army Corps of Engineers approval.
5. Support for 10 foot dock setback.
6. Look into provisions for in kind replacement of lifts.
7. Seawall verses property line, consider the one that leaves greater canal space to traverse.
8. Identify properties that may be disadvantaged when measuring encroachment into waterway from property line verses seawall.
9. Datum increase of 1.5 feet, maybe height should be increased by 1.5 feet.
10. Consideration for homes built before change to North American Vertical Datum (NAVD).
11. Support for personal watercraft (PWC) exemption.
12. Support for 10 foot setbacks
13. Byrd Beach property owners reject 25 foot setback.
14. Ladder requirement:
 - should be homeowner's choice.
 - one (1) ladder per waterfront property.

December 7, 2022 (2 residents in attendance, does not include Town Commission or Planning Board members):

1. Facilities located within property line should be allowed.
2. Ladder requirement equals safety.

December 13, 2022 (15 residents in attendance, does not include Town Commission or Planning Board members):

1. Floating docks create conflicts and should be addressed in amendment concepts.
2. Boat lift pilings to have 10-15 feet (30 feet maximum) setback, different than docks and davets.
3. No special exception approval by Planning Board if compliant with proposed concepts.
4. Provide setback for moored boats like Pompano Beach.
5. Proposed amendments to apply to structure as well as boat.
6. Allow accessory marine facilities within the property line, when property line is in the water.
7. Proposed Base Flood Elevation threshold should not apply to nonconforming structures.
8. Have no special exception requirements if proposed thresholds are met.
9. Grandfather existing accessory marine facilities to replace in kind (regardless of setback so long as structure was previously permitted and is not a safety hazard).
10. Reduce speed in Intracoastal Waterway. Speed causing wake issue.
11. Increase in seawall height should be mandated given sea level rise.
12. If accessory marine facility is located within property line and property line is in waterway, it should not need to comply with any proposed encroachment threshold.
13. Make the setback same for single-family and multi-family, not based on lot width.
14. Consider for those developments that wish to replace a continuous dock, that the proposed 10 foot setback would not prevent a continuous dock from being reinstalled.

Note that Staff received a request to present the proposed amendment concepts at the Bel Lido HOA meeting scheduled for February 23, 2023. Therefore, there may be additional public input as a result of this HOA meeting.

Staff is requesting direction from the Commission on whether to provide the proposed changes, in “concept” form, to the Planning Board for review and recommendation or to move forward with this initiative in some other way as prescribed by the Commission.

For reference purposes, a brief history on hearings held (and other related matters) relating to proposed accessory marine facility amendments to the Town Code are provided below:

November 17, 2020 - Town Commission authorized Vice-Mayor Greg Babij to sponsor the review and propose any amendment(s) to the accessory marine structure ordinance provisions (motion carried 5-0).

March 15, 2022 – Town Commission considers introduction to proposed amendment concepts regarding the accessory marine facility provisions of the Town Code. Commission consensus was to establish a process for review of such amendment concepts to include public participation and review by the Planning Board.

April 19, 2022 – Town Commission provides direction in establishing a process for review of amendment concepts as follows:

1. Requests that the Planning Board watch the April 19, 2022 Town Commission discussion on such item (Number 10D).
2. Requests that the Planning Board physically observe the various canal/lot widths and existing accessory marine facilities including boat lifts located within the Town.

3. Create maps of the various waterway widths (including canal and lakes).
4. Once Board site observations are complete, staff is to send out notices to all waterfront property owners (west of State Road A1A) prior to the Planning Board meeting where the Board will discuss proposed amendment concepts as provided to the Town Commission on March 15, 2022.

May 12, 2022 – Planning Board considers the April 19, 2022 direction provided by the Town Commission regarding Board review process for proposed amendments to the Accessory Marine Facility regulations of the Town Code.

May 23-27, 2022 – Individual Board site observations, as noted above, are conducted via the Police Department’s Marine Patrol Unit (for those Board members who do not have access to a boat). Note five (5) of the seven (7) Board members conducted their observations on the Marine Patrol Unit vessel.

June 21, 2022 – Town Commission considers a discussion on a “review timeline” for proposed amendment concepts. Consensus from the Commission was to hold neighborhood meetings at the Town library in an effort to engage input from residents on the proposed changes, and that such meetings commence in October or November upon return of seasonal residents

August 16, 2022 - Town Commission considers a discussion on a “review timeline” for proposed amendment concepts. Consensus from the Commission is to hold three (3) evening meetings in early November 2022.

Note that initial Public Input Meetings were scheduled for November 9th and 10th, and December 7th. Due to Hurricane Nicole, the November 9th and 10th meeting dates were rescheduled to December 5th and 13th.

ATTACHMENTS:

- List of Proposed Amendment Concepts.
- Comment sheets received.
- Sign-in sheets from Public Input Meetings.

RECOMMENDATION:

At the discretion of the Commission.

PROPOSED AMENDMENT CONCEPTS

- Maximum height for AMFs = BFE plus 7 feet.
- Exempt personal watercraft (PWC) lifts from the requirement that “in no case shall the lift be higher than the superstructure of the boat when lifted” OR remove requirement.
- Maximum seawall cap width = 3 feet; maximum seawall cap plus dock width = 8 feet.
- Encroachment into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).
- 10-foot side setback for all zoning districts. For lots < 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.
- Require a ladder for every 50 feet of dock.

ADDITIONAL CONCEPT:

- Maximum seawall height.

COMMENT SHEETS RECEIVED

From: thomas.stevens
To: Ingrid.Allen
Subject: AMF Comment sheet submittal
Date: Wednesday, December 14, 2022 2:59:50 PM

AMF Comment Sheet

NAME: Thomas Stevens ADDRESS: 2358 South Ocean Blvd. Highland Beach, Florida EMAIL: Thomasjstevens@hotmail.com

1) Maximum height for Accessory Marine Facilities (AMF) at Base Flood Elevation (BFE) plus 7 feet.

I have no objection to this change.

2) Exempt personal watercraft (PWC) lifts from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" or remove requirement.

No action required. Leave the code as is.

3) Maximum seawall cap width of 3 feet; maximum 8-foot width for seawall cap plus dock.

I have no objection to this change.

4) Encroachment of AMF's and seawalls into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line)

I respectfully object to any rule allowing a property owner to build any pier, seawall or structure beyond the 8 feet allowed for the seawall cap plus dock. As a waterfront property owner I am well aware the sides of the intercoastal waterway are used by Manatees as a throughfare during their migration north and south. They travel close to the seawalls to avoid being struck by boats. Any encroachment of man made structures will force the manatees to travel further out into the intercoastal where they will be in danger of serious injury or death from boat strikes. The manatees are struggling from a loss of critical habitat caused by human encroachment. I hope our town leaders would prioritize the needs of a struggling species over the whims and desires of some waterfront property owners to build needless structures out into our waterways.

5) 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.

I am against any change shortening the side setbacks from 25 feet. The setbacks as they are now ensure privacy, maintain unimpeded views, and maintain a quality of life that waterfront property owners want.

6) Require a ladder for every 50 feet of dock.

I respectfully object to the addition to the code requiring a ladder every 50 feet for waterfront properties for the following reasons;

Reason 1: this rule will not grant or convey any waterfront property owner a right to install a ladder on their property that they don't already have. Any property owner who wants or feels they need a ladder can have one. There is no rule stopping them from installing a ladder.

Reason 2) It will take away a property owners right to determine if they want a ladder or not. The Town has left the decision up to the waterfront property owner for decades, I see no reason to change it.

Reason 3) The ladder requirement would be a solution to a problem that does not exist. I don't see an epidemic of deaths from falls off docks where the death was directly attributed to the lack of a ladder present.

Reason 4) Other local municipalities of similar size and demographics (ie. Gulfstream and Manalapan) do not require a seawall ladder.

Reason 5) The presence of a ladder will increase a property owners risk of being burglarized by criminals using a boat. The ladder will facilitate easier access to the property via a ladder. My home owners insurance company does not require me to have a ladder, but does require me to have a security alarm system. Why is this? It's because my insurance company knows there is a high probability of my home being burglarized and a very very low probability of someone dying from a fall into the water.

For these reasons I urge the Town of Highland Beach to drop any addition to the code mandating a ladder be required on waterfront properties. Although a well meaning proposal the facts do not support the town mandating this requirement. Allow the waterfront property owners to continue to decide for themselves as they have throughout the towns existence.

7) Maximum seawall height.

Maximum seawall height should be the height of Base Flood Elevation.

The question in regards to giving property owners the ability to replace there seawall by building 3 feet in front of the existing wall should be allowed. It should only be allowed to be done once. A one time exemption only. This should prevent someone gaming the system and repeatedly replacing there seawall so they build further and further out into the water.

Additional Comments:

I regards to the question of where should the town determine seawall placement? Where the existing seawall is located now should be the determinate of all future seawall location placement. If you give Property owners the right to extend out to there underwater property lines you will end up with chaotic, and uneven seawalls projecting out haphazardly throughout the Town.



COMMENT SHEET

NAME Paul Gregory Babji

ADDRESS 1092 Bel Lido Drive
Highland Beach, FL 33487

EMAIL ADDRESS gregbabji@comcast.net

1. Maximum height for Accessory Marine Facilities (AMF) at Base Flood Elevation (BFE) plus 7 feet.

I support the proposed change. Open to revisions as well, up to even 9 feet. The goal is to stop boats lifted to extreme elevations

2. Exempt personal watercraft (PWC) lifts from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" OR remove requirement.

I support the proposed change

3. Maximum seawall cap width of 3 feet; maximum 8-foot width for seawall cap plus dock.

I support the proposed change

4. Encroachment of AMFs and seawalls into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).

I support the proposed change

5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.

I support the proposed change

6. Require a ladder for every 50 feet of dock.

I support the proposed change, 1 ladder every 100 feet is ok as well

7. Maximum seawall height.

Defer to Jenkins (Maine Dept), Base Flood Elevation or even BFE + 3 feet.

Additional Comments:

If you prefer, you can email your comment sheet to iallen@highlandbeach.us
THANK YOU FOR YOUR INPUT...



COMMENT SHEET

David Willens

NAME

2362 South Ocean Blvd

ADDRESS

dwillens65@gmail.com

EMAIL ADDRESS

1. Maximum height for Accessory Marine Facilities (AMF) at Base Flood Elevation (BFE) plus 7 feet.

I support the proposed change.

2. Exempt personal watercraft (PWC) lifts from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" OR remove requirement.

I support the proposed change.

3. Maximum seawall cap width of 3 feet; maximum 8-foot width for seawall cap plus dock.

I support the proposed change.

4. Encroachment of AMFs and seawalls into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).

I support the proposed change, except that for properties located directly on the Intracoastal waterway, such encroachment distance should be allowed to a greater extent if and as approved and permitted by the Federal Army Corps of Engineers.

5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.

I emphatically support the proposed change. The foremost reason residents buy navigable waterfront properties is marine access/usage, including boating at their home. The current SFR code 25' setback is grossly inconsistent with and much more restrictive than every other local town: ex. Deerfield Beach-5 ft; Gulfstream-5 ft; Boca Raton and Delray-10ft. The code makes absolutely no sense when a SFR with 70' frontage can have a 40' dock vs a SFR with 80' only permits a 30' dock?

6. Require a ladder for every 50 feet of dock.

I think one ladder for every 100 feet of water frontage is sufficient and makes better sense conceptually and from a safety perspective to measure by water frontage rather than dock length.

7. Maximum seawall height.

I would propose to allow seawalls up to a maximum height equal to the then current base flood elevation.

Additional Comments:

~~The dock set back issue is the big issue in my opinion. I live directly on the intracoastal and my property frontage is 80 ft. limiting me to a 30 ft dock. The IC is extremely busy and there are no wake restrictions. Accordingly, without a longer dock and associated "T" dock incorporating a water break design, it is impracticable to dock a boat at my home or even board or access a boat at most times due to boat traffic. A longer dock and water break (as the code amendment is proposed I would be entitled to a 64' dock) would allow a reasonable size vessel to dock within the protected area including to utilize a lift during busy IC use benefitting from reduced wave action at the lift. In fact, I have already obtained Army Corps of Engineers and DEP approval for same but the town Code prohibits my construction permit. This grossly unreasonably restrictive code therefore deprives me of the right to use my property for boating that any reasonable person would expect and materially reduces the value of my property.~~

If you prefer, you can email your comment sheet to iallen@highlandbeach.us

THANK YOU FOR YOUR INPUT...



COMMENT SHEET

Marthin De Beer

4307 Intracoastal Dr, Highland Beach

mfdebeer@mac.com

NAME

ADDRESS

EMAIL ADDRESS

1. Maximum height for Accessory Marine Facilities (AMF) at Base Flood Elevation (BFE) plus 7 feet.

I support this revision. Based on storm surge on the west coast, you may want to consider raising this further to 9 or 10 feet

2. Exempt personal watercraft (PWC) lifts from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" OR remove requirement.

I support this revision.

3. Maximum seawall cap width of 3 feet; maximum 8-foot width for seawall cap plus dock.

I support this revision.

4. Encroachment of AMFs and seawalls into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).

I support this revision

5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.

I support this as long as this revision ONLY apply to AMFs and dock extending out from the seawall. As long as this setback does NOT apply to docked vessels, I am supportive. Please ensure this does not modify the current case where vessels can extend to the property line.

6. Require a ladder for every 50 feet of dock.

I support this

7. Maximum seawall height.

Additional Comments:

If you prefer, you can email your comment sheet to iallen@highlandbeach.us
THANK YOU FOR YOUR INPUT...

From: [Richard Greenwald](#)
To: [Ingrid Allen](#)
Cc: [Jeff Remas](#); [Marshall Labadie](#)
Subject: Marine structures
Date: Thursday, December 15, 2022 12:57:54 PM

Some first thoughts (subject to profound evolution) after public meeting Tuesday. Information presented changed some of my ideas held going in to the meeting. I think the Town was wise to elicit comments and discussion prior to enacting policy.

Easy ones:

1. Each dock, irrespective of length, should have a ladder. This is a life safety requirement.
2. Sea walls must meet new code, heights when reconstructed.
3. New, permanent lifts need to be high enough to get boats out of the water whether that is 7 or 7 1/2 feet.
4. The 25 foot or 25% (whichever is less) measured from the bulkhead (preferred over seawall?) is reasonable. The 8 foot total combined seawall and dock is reasonable. Continuing to artificially enlarge property by extending seawalls over the water is not reasonable.
5. Personal water craft such as jet skis, seadoos or even canoes, kayaks, paddle boards can have (should be encouraged to have) much lower profile lifts.

Harder ones:

1. The fact that “non-permanent” structures such as floating docks, floating lifts can not be regulated by the Town creates a big problem regarding establishing reasonable set backs. With improving technology, lower cost and lack of regulation the use of these items is likely to continue to increase. They have the potential to become increasing hazards and eyesores.

This knowledge has changed my thinking and I am feeling more restrictive regarding permanent structures. I now believe permitting for lifts will need to be configured to individual lots and in regard to neighbors lots. Otherwise conflict can be created.

Note: I find it hard to believe that the Town is powerless and has zero regulatory authority over these often large, imposing but “nonpermanent” structures. Can’t codes be approved based on “safety” or “impingement to forms of navigation e.g. neighbor’s ability to dock”? Would a legal opinion be helpful?

2. Some hypotheticals that occurred to me during the discussions:

A. An owner with 70 feet on the water requests a 50 foot dock. With 25 foot setbacks he could have a 20 foot dock. With 10 foot setbacks 50 feet is ok. At 10% it could be 56 feet long. Anyway, he applies for a 40 foot boat lift for his 45 foot boat. His neighbors on each side (worst case scenario and, I recognize, unlikely to occur) legally have plastic floating docks or lifts extending 15 feet into the water at their property lines. One has 2 jet skis, the other a kayak. No permits were required—maybe fill out a form. Can our boat owner access his permitted lift? Show me how.

B. A new owner buys that house that now comes with a 40 foot, 8 post lift. The new owner doesn’t have or want a boat. However his southern neighbor wants to install a similar lift for his new 45 foot boat. If granted, neither one may be able to access their lifts. How will that permit process work?

3. The longer setbacks may need to be maintained. PERHAPS LIFT SIZES CAN ONLY BE APPROVED IF THE LIFT CAN BE ACCESSED FROM WATER BEHIND THAT OWNER'S PROPERTY, NOT VIA THEIR NEIGHBORS AREA. But, that is quite restrictive for owners with limited frontage.

Play with the math for different lot sizes, setbacks, lifts and boats and see what you think.

4. I liked the "fit in the box" idea but it is seriously compromised by the use of unregulated impermanent structures. The 25 feet out also compromises neighbors' views if setbacks are reduced from the current standard for single family homes.

5. There needs to be setbacks. One wants owners to enjoy their property but not intrude on others. I like the current 25 foot setbacks and would vote for that while understanding a desire to decrease them. I could possibly be talked into 15 feet. If setbacks are decreased I would favor a "stepped" box to provide less obstructive views for neighbors. I am a big fan of setbacks and protecting neighbor's views but, in fairness, why does a home with more waterfront require bigger setbacks than a smaller lot? What is the rationale for that?

6. I think moored boats should have a setback (3-5 feet?) and not extend to the property line as is allowed currently. Theoretically, neighboring boats can now be "touching". This is a navigational safety issue. Even with whips and spring lines boats can shift position. Even with side thrusters and joy sticks many boaters are less than expert dockers, particularly on windy days.

7. For the Planning Board—they need better definitions of hardship. To me, "I need a variance so I can get a bigger boat" is not a hardship.

First thoughts. Very complicated. Need to think on it some more.

Happy Holidays.

Best to all,

Rick Greenwald
Tranquility Drive (east side of south lake)

Sent from my iPad



COMMENT SHEET

Jeffrey Kleiman

4321 Intracoastal Drive
1084 Bel Lido Drive

Jeffreyfl@gmail.com

NAME

ADDRESS

EMAIL ADDRESS

1. Maximum height for Accessory Marine Facilities (AMF) at Base Flood Elevation (BFE) plus 7 feet.

I support this

2. Exempt personal watercraft (PWC) lifts from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" OR remove requirement.

I support this

3. Maximum seawall cap width of 3 feet; maximum 8-foot width for seawall cap plus dock.

I support this

4. Encroachment of AMFs and seawalls into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).

I support this

5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.

I support this

6. Require a ladder for every 50 feet of dock.

I support this

7. Maximum seawall height.

I would think that the seawall should be allowed to be as high as a new house ground floor is allowed to be.

Additional Comments:

If you prefer, you can email your comment sheet to iallen@highlandbeach.us
THANK YOU FOR YOUR INPUT...



COMMENT SHEET

robert spahr

NAME

4225 Tranquility

ADDRESS

rspah50@gmail.com

EMAIL ADDRESS

1. Maximum height for Accessory Marine Facilities (AMF) at Base Flood Elevation (BFE) plus 7 feet.

suggest 8 ft

2. Exempt personal watercraft (PWC) lifts from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" OR remove requirement.

yes

3. Maximum seawall cap width of 3 feet; maximum 8-foot width for seawall cap plus dock.

yes

4. Encroachment of AMFs and seawalls into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).

needs some work on wording

5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 feet.

Yes

6. Require a ladder for every 50 feet of dock.

One ladder per lot/dock

7. Maximum seawall height.

i dont know

Additional Comments:

If you prefer, you can email your comment sheet to iallen@highlandbeach.us
THANK YOU FOR YOUR INPUT...



SIGN-IN SHEET

AMF Public Input Meeting 12-5-22

NAME	ADDRESS	EMAIL	PHONE #
ERIC GOLDBERG	3912 S. DEAN BLVD #1102 Highway 754211	goldberge@gmail	610-24220 613-24220
DAVID STEAN	2901 S OCEAN BLVD #804 #9	dstean1043@aol.com	561 202-3205
Athene Woff Jenny Woff	1005 Russell Dr 4	woff@att.net@aol.com	561 444-4988
Jordan Gulutz	402. S. Ocean Blvd 3912 Highlan Beach	midasy@aol.com	201 704 0344
ADICK KENNEDY	3914 So Ocean Blvd HB V Por 469	deschner133@Sprint.com	848 661 3642
EUGENE GARRETT	1070 Red Lick Dr HB	trunoy@aol.com	561 274.8769
Joseph Loeffler	4318 S DEAN BL	JAY.SEA@verizon.net	431 921 8522
Maui Dutter	7316 S. Dean Blvd.	MOUTER1569@bman.com	Per 713-205-3894
Thomas Stevens	2358 S Ocean Blvd	ThomasStevens@att.net	Per 561 563 4975



SIGN-IN SHEET

AMF Public Input Meeting 12-5-22

NAME	ADDRESS	EMAIL	PHONE #
KARL ERIC JOHNSON	2358 S. Ocean Blvd	kjetmdpe@hotmail.com	561 563 4458
Robert Spahr	4225 Tarzaville Dr	RSPAH50@gmail.com	561 350 3028
Ted I. Allman	3912 S. Ocean Blvd	ted.allman@gmail.com	919-264-8607
KYLE MARTINEZ	2860 N.E. 1651	KMF@AMERICANBAND.COM	561 809 8701



SIGN-IN SHEET

AMF Public Input Meeting 12-5-22

NAME	ADDRESS	EMAIL	PHONE #
Greg Babil	1092 Bel Air Dr	gregbabil@earthlink.net	
David Wilkins	2362 S. Ocean Blvd	d.wilkins65@gmail	
Mike Jenkins	11814 9th St WFB FL	mjenkins@cpw1.net	561-377-8213
Maggie Chapplear	1015 Bel Air Dr #1	contactmaggiechapplear@gmail.com	571-438 2099



SIGN-IN SHEET

AMF Public Input Meeting **12-7-22**

NAME	ADDRESS	EMAIL	PHONE #
FORNBERG	REGENCY HIGHLAND		610-613-2420
① STEVENSON	3420 So OCEAN		617-775-2305
Tom Lohkrogg	4740 S. OCEAN BLVD 206 BRAEMAR		561-236-9194
Lyle Mendelson	3700 S Ocean BLVD #121D	msirm1@gmail.com	561 2514965
MARIA CORTES	4311 S. Ocean Blvd.		713-705-3894



SIGN-IN SHEET

AMF Public Input Meeting **12-13-22**

NAME	ADDRESS	EMAIL	PHONE #
Lindsay Trivento	1103 + 1105 Russell Dr.	Lindsay.Trivento@gmail	954 8997889
Marea P Anderson	4201 Tranquility	7	561-901-7684
Jose Andrea	4201 TRAND. DR.		
Lynn & Lee Foeking	1041 Boca Cove Ln	l.foeking@comcast.net	815-791-5532
Robert Evans	3420 So. M Ocean Blvd.	ROBERTAYRELL@ME.COM	917-658-2380
Silvio Blaskovic	118A Highland Beach Dr.	Sailorpa@gmail.com	561-573-4137
Boban Bida	1120 Highland Beach Dr.	C.M.BIDA@comcast.net	561-573-4139
Milena Bida	1120 Highland Beach Dr.	Milena.bida@comcast.net	561-573-4140
Sara Fogner	1083 Bel Lido Dr.	saraeric@yahoo.com	954 3282737



SIGN-IN SHEET

AMF Public Input Meeting **12-13-22**

NAME	ADDRESS	EMAIL	PHONE #
Glenn Parsons	3912 S. Ocean Pk6 Highland Beach	gpinwyd@ gmail.com	307-690- 3558
Tom Ruotolo	3400		
KICKERMAN	PERRY KICKMAN LITTY DR.	kagreenwald@ earthlink.net	
DEB & MARK SMITH	3720 S Ocean 9X HB		



CANAL, LAKE AND LOT WIDTHS¹

MAP 1 – SOUTH GRAND CT.

MAP 2 – NORTH GRAND CT.

MAP 3 – IN BETWEEN RUSSELL DR. AND BOCA COVE LN.

MAP 4 – IN BETWEEN BEL AIR DR. AND RUSSELL DR.

MAP 5 – SOUTH OF BEL LIDO DR.

MAP 6 – NORTH OF BEL LIDO DR.

MAP 7 – LOT WIDTHS 2540-2700 S. OCEAN BLVD. (RESIDENTIAL SINGLE FAMILY ZONING DISTRICT)

MAP 8 – LOT WIDTHS 2500-2366 S. OCEAN BLVD. (RESIDENTIAL SINGLE FAMILY ZONING DISTRICT)

MAP 9 – LOT WIDTHS 2362-2332 S. OCEAN BLVD. (RESIDENTIAL SINGLE FAMILY ZONING DISTRICT)

¹Canal, Lake and Rear lot widths (LW) provided are an approximate.

MAP 1 Canal widths – South of Grand Court



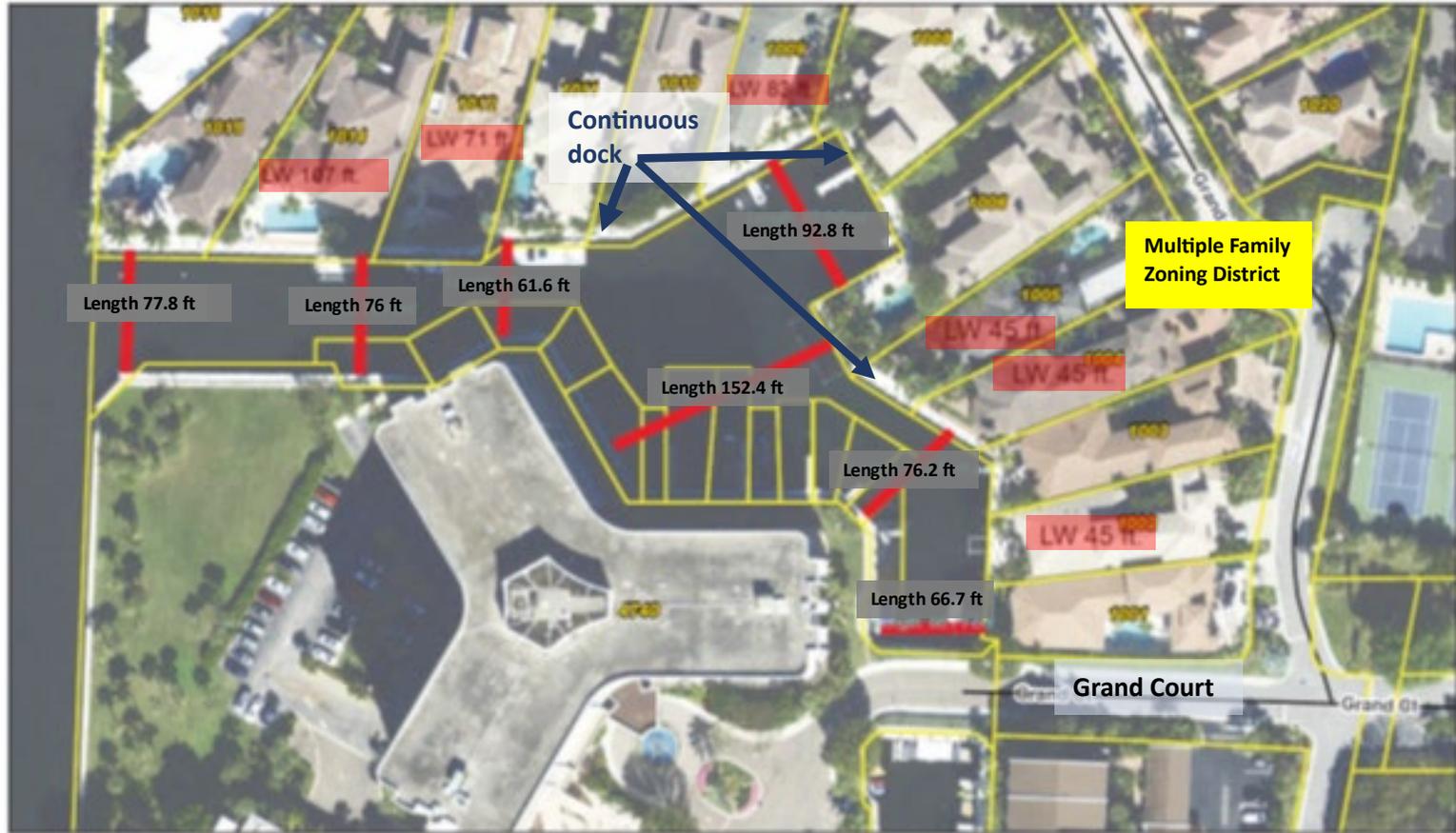
5/2/2022, 9:47:56 AM

- █ Highland Beach Boundary
- █ Highland Beach Parcels
- Highland Beach Address Points
- Streets Centerline



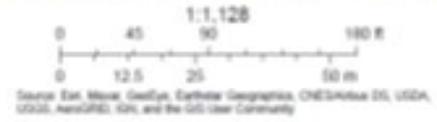
Team of Highland Beach
J. Allen

MAP 2 Canal widths – North of Grand Court



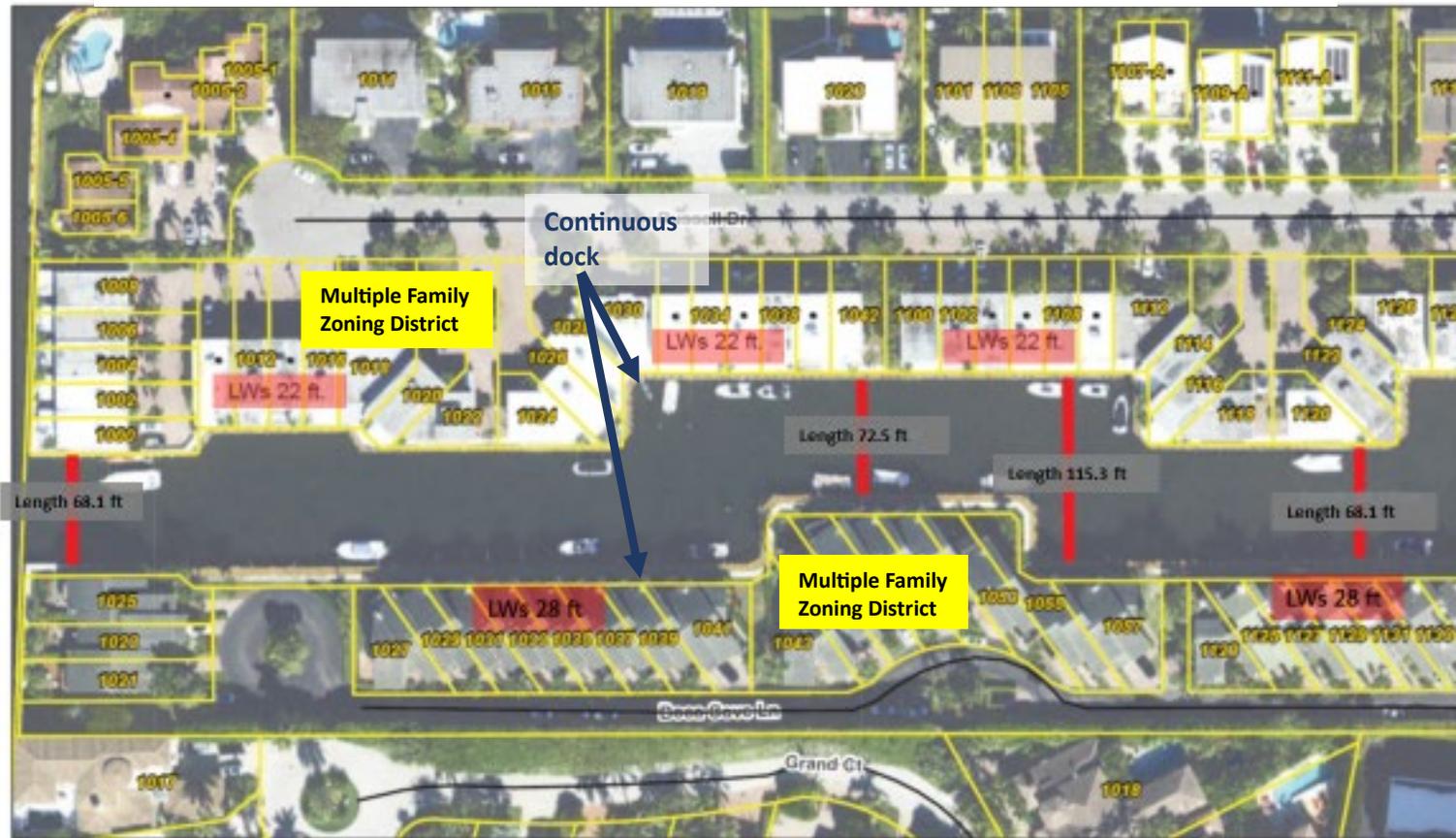
5/2/2022, 3:37:59 PM

- Highland Beach Boundary
- Highland Beach Parcels
- Highland Beach Address Points
- Streets Centerline



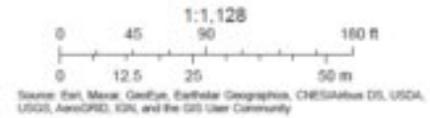
Town of Highland Beach
1 of 10

MAP 3 Canal widths: In between Russell Drive and Boca Cove Lane



5/2/2022, 3:48:25 PM

- Highland Beach Boundary
- Highland Beach Parcels
- Highland Beach Address Points
- Streets Centerline



Town of Highland Beach
J. Allen

MAP 4 Canal widths: In between Bel Air Drive and Russell Drive



MAP 5 Canal widths: South of Bel Lido Drive



MAP 6 Canal widths: North of Bel Lido Drive



5/2/2022, 4:22:30 PM

- Highland Beach Boundary
- Highland Beach Parcels
- Streets Centerline
- Highland Beach Address Points



Town of Highland Beach
1:2,257

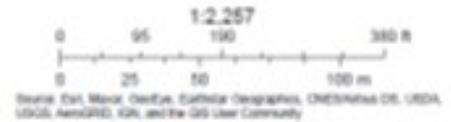
MAP 7

Lot widths: 2540-2700 South Ocean Blvd.



5/3/2022, 9:17:36 AM

- Highland Beach Boundary
- Highland Beach Parcels
- Highland Beach Address Points
- Streets Centerline



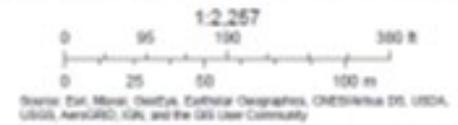
Town of Highland Beach
J. Allen

MAP 8 Canal widths: 2366-2500 South Ocean Blvd.



5/2/2022, 4:35:31 PM

- Highland Beach Boundary
- Highland Beach Parcels
- Highland Beach Address Points
- Streets Centerline



Town of Highland Beach
J. Allen

MAP 9 Lot widths: 2332-2362 South Ocean Blvd.



5/3/2022, 10:12:17 AM

- Highland Beach Boundary
- Highland Beach Parcels
- Highland Beach Address Points
- Streets Centerline

1:1,128
0 45 90 180 ft
0 12.5 25 50 m
Source: Esri, Microsoft, GeoEye, Earthstar Geographics, CNR/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Town of Highland Beach
1/23/2022

PUBLIC COMMENTS RECEIVED

PUBLIC COMMENTS RECEIVED

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

April 8, 2022

Mayor Douglas Hillman and Commissioners of Highland Beach:

Enclosed are letters, signed and dated, from 14 of the 17 (82.35%) single-family waterfront (Intracoastal) homeowners located on Byrd Beach Plat, who strongly oppose the proposed change of the 25 foot side yard setback for accessory marine facilities.

Hand Delivered by Karl-Eric Johanson, MD

Please acknowledge receipt to kejmdpc@hotmail.com

Thank you

RECEIVED

APR 08 2022

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

Town of Highland Beach, FL
Town Clerk's Office

Dear Mayor Douglas Hillman and Commissioners of
Highland Beach:

Please be advised that as a single-family waterfront
(Intracoastal) homeowner (Byrd Beach), I strongly
oppose changing the Town of Highland Beach Code of
Ordinances Section 30-68 (g)(6)d1.

More specifically, I oppose reducing the existing 25 foot
side yard setback to 10 feet as proposed in Amendment #5
(10 foot side setback for all zoning) for accessory marine
facilities for single-family waterfront residences, presented
at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently
exists for Byrd Beach residential single-family properties,
in order to preserve the quality of life and the character of
the neighborhood.

Sincerely,



Name Myrta Gonzalez
Andrew Tuorto

Address 2332 South Ocean Blvd
Highland Beach, FL 33487

Dated April 6, 2022

RECEIVED

APR 08 2022

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

Town of Highland Beach, FL
Town Clerk's Office

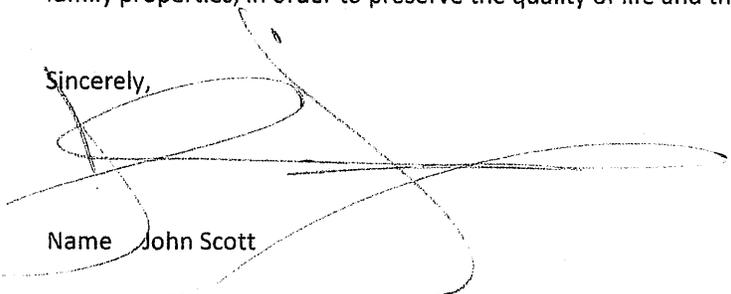
Dear Mayor Douglas Hillman and Commissioners of Highland Beach:

Please be advised that as a single-family waterfront (Intracoastal) homeowner (Byrd Beach), I strongly oppose changing the Town of Highland Beach Code of Ordinances Section 30-68 (g)(6)d1.

More specifically, I oppose reducing the existing 25 foot side yard setback to 10 feet as proposed in Amendment #5 (10 foot side setback for all zoning) for accessory marine facilities for single-family waterfront residences, presented at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name John Scott

Address 2342 South Ocean Blvd
Highland Beach, FL 33487

Dated April 04, 2022

RECEIVED

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

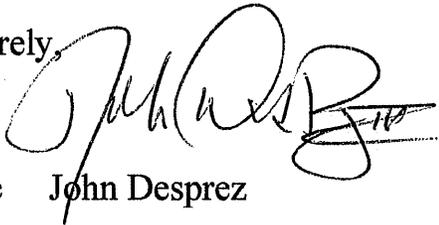
Dear Mayor Douglas Hillman and Commissioners of
Highland Beach:

Please be advised that as a single-family waterfront
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More specifically, I oppose reducing the existing 25 foot
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facilities for single-family waterfront residences, presented
at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently
exists for Byrd Beach residential single-family properties,
in order to preserve the quality of life and the character of
the neighborhood.

Sincerely,



Name John Desprez

Address 2348 South Ocean Blvd
Highland Beach, FL 33487

Dated April 4, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

Dear Mayor Douglas Hillman and Commissioners of Highland Beach:

Please be advised that as a single-family waterfront (Intracoastal) homeowner (Byrd Beach), I strongly oppose changing the Town of Highland Beach Code of Ordinances Section 30-68 (g)(6)d1.

More specifically, I oppose reducing the existing 25 foot side yard setback to 10 feet as proposed in Amendment #5 (10 foot side setback for all zoning) for accessory marine facilities for single-family waterfront residences, presented at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name Stuart Olsten

Address 2352 South Ocean Blvd
Highland Beach, FL 33487

Dated April 2, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

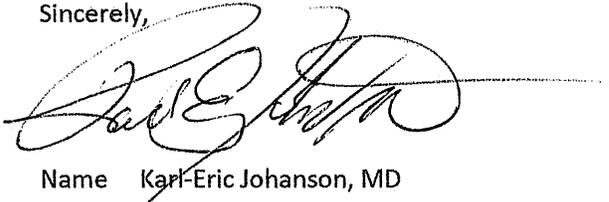
Dear Mayor Douglas Hillman and Commissioners of Highland Beach:

Please be advised that as a single-family waterfront (Intracoastal) homeowner (Byrd Beach), I strongly oppose changing the Town of Highland Beach Code of Ordinances Section 30-68 (g)(6)d1.

More specifically, I oppose reducing the existing 25 foot side yard setback to 10 feet as proposed in Amendment #5 (10 foot side setback for all zoning) for accessory marine facilities for single-family waterfront residences, presented at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name Karl-Eric Johanson, MD

Address 2358 South Ocean Blvd
Highland Beach, FL 33487

Dated April 1ST 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

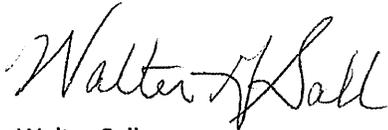
Dear Mayor Douglas Hillman and Commissioners of Highland Beach:

Please be advised that as a single-family waterfront (Intracoastal) homeowner (Byrd Beach), I strongly oppose changing the Town of Highland Beach Code of Ordinances Section 30-68 (g)(6)d1.

More specifically, I oppose reducing the existing 25 foot side yard setback to 10 feet as proposed in Amendment #5 (10 foot side setback for all zoning) for accessory marine facilities for single-family waterfront residences, presented at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name Walter Sall

Address 2366 South Ocean Blvd
Highland Beach, FL 33487

Dated April 3, 2022



TRELLUS MANAGEMENT COMPANY, LLC

430 Park Ave.
Suite 201
New York, NY 10022

646-561-2626
ausdan@trellus.com

Adam Usdan
Portfolio Manager

RECEIVED

April 4, 2022

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

Dear Mayor Douglas Hillman and Commissioners of Highland Beach:

Please be advised that as a single-family waterfront (Intracoastal) homeowner (Byrd Beach), I strongly oppose changing the Town of Highland Beach Code of Ordinances Section 30-68 (g)(6)d1.

More specifically, I oppose reducing the existing 25 foot side yard setback to 10 feet as proposed in Amendment #5 (10 foot side setback for all zoning) for accessory marine facilities for single-family waterfront residences, presented at the Town Commission meeting on March 15, 2022.

I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,

Adam Usdan

Address: 2388 South Ocean Blvd
Highland Beach, FL 33487

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

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I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name George Bach

Address 2434 South Ocean Blvd
Highland Beach, FL 33487

Dated April 2, 2022

RECEIVED

APR 08 2022

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

Town of Highland Beach, FL
Town Clerk's Office

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at the Town Commission meeting on March 15, 2022.

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exists for Byrd Beach residential single-family properties,
in order to preserve the quality of life and the character of
the neighborhood.

Sincerely,



Name Charles Warden

Address 2444 South Ocean Blvd
Highland Beach, FL 33487

Dated April 12, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

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the neighborhood.

Sincerely,



Name Beverly DeRosa

Address 2454 South Ocean Blvd
Highland Beach, FL 33487

Dated April 1, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

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Sincerely,



Name Stephen Garchik

Address 2474 South Ocean Blvd
Highland Beach, FL 33487

Dated April 1, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

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I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name Lindsay Hays
Hamed Saraj

Address 2540 South Ocean Blvd
Highland Beach, FL 33487

Dated April 5, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

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I request leaving Section 30-68 (g)(6)d1 as it presently exists for Byrd Beach residential single-family properties, in order to preserve the quality of life and the character of the neighborhood.

Sincerely,



Name Mikhail Vesselov

Address 2564 South Ocean Blvd
Highland Beach, FL 33487

Dated April 5, 2022

RECEIVED

APR 08 2022

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach
3614 South Ocean Blvd
Highland Beach, FL 33487

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in order to preserve the quality of life and the character of
the neighborhood.

Sincerely,



Name Christopher Kokinakos

Address 2700 South Ocean Blvd
Highland Beach, FL 33487

Dated April 07, 2022

From: Marshall Labadie
To: Craig Hartmann; Ingrid Allen; Jeff Remas
Subject: FW: Marine ladders.
Date: Thursday, April 28, 2022 8:16:44 AM

FYI....

Sincerely,

Marshall Labadie
Town Manager

Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487
(561) 278-4548 Office
(561) 265-3582 Fax
www.highlandbeach.us

-----Original Message-----

From: Jeffrey <jeffreyfl@gmail.com>
Sent: Wednesday, April 27, 2022 11:26 PM
To: Doug hillman <dchillman@aol.com>
Cc: Marshall Labadie <mlabadie@highlandbeach.us>; Evalyn David <edavid@highlandbeach.us>; Peggy Gossett-Seidman <pseidman@highlandbeach.us>; John Shoemaker <jshoemaker@highlandbeach.us>; Natasha Moore <nmoore@highlandbeach.us>; Terisha Cuebas <tcuebas@highlandbeach.us>
Subject: Marine ladders.

Mayor, Thank you for bringing up my concern that the marine ladder ordinance should include seawalls in addition to docks.

It's not often that I recommend a new ordinance. In fact, it's never happened before. This ordinance, together with its enforcement utilizing our police boat, has the potential to save a child's life.

Commissioner David suggested that we find a way to get ladders on properties sooner than later.

I'd like to suggest that there is no reason to wait until we adopt an ordinance. Let's immediately recommend to waterfront property owners that they install a ladder.

During regular rounds, our police boat crew could make a list of properties that are missing ladders. Our town staff could then mail out a recommendation letter to the individual property owners.

I would like to believe that once a property owner is made aware that their property does not have a life- saving ladder, most will comply.

Thank you,
Jeffrey Kleiman
3907 South Ocean Blvd.

From: [Jeff Remas](#)
To: [Ingrid Allen](#)
Subject: FW: Re:
Date: Friday, April 1, 2022 2:47:17 PM
Attachments: [image001.png](#)

FYI the bottom email



Respectfully,
Jeff Remas, CBO
Building Code Official
Floodplain Administrator

Town of Highland Beach
3616 S. Ocean Boulevard
Highland Beach, FL 33487
(561) 278-4540 Office
(561) 278-2606 Fax
www.highlandbeach.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Highland Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Highland Beach.

From: julietteidi@aol.com <julietteidi@aol.com>

Sent: Wednesday, March 30, 2022 10:57 AM

To: julietteidi@aol.com; Douglas Hillman <dhillman@highlandbeach.us>; Natasha Moore <nmoore@highlandbeach.us>; Pgossett-seidman@highlandbeach.us; Evalyn David <edavid@highlandbeach.us>; John Shoemaker <jshoemaker@highlandbeach.us>; Marshall Labadie <mlabadie@highlandbeach.us>; Terisha Cuebas <tcuebas@highlandbeach.us>; Jeff Remas <bco@highlandbeach.us>

Cc: rdbrown1@aol.com

Subject: Re:

To the entire commission and building department:

I would like to add some additional comments as well. If the 25% Greg was referring to is 25% of the total distance of each waterway, I suggest all of you come and take a look at my backyard waterway and seawall. There is nothing more "honest and real" than looking with your own eyes. Allowing 25ft or 25% on both sides of waterway's will be awfully tight for other vessels to navigate. Also keep in mind the ongoing new future construction (especially in Bel Lido) is taking down existing homes, building new large scale residences with new seawalls (incredibly too high) and projections out into our waterways.

I invite the entire commission and building department to venture into my backyard and look at what we our wedged between two large high end upscale residences with seawalls that are 6ft to 8ft higher than ours. In no way can we "match" their new height and raise our seawall as high as theirs. Why? because if we did the new raised seawall height would be higher than our existing finish first floor height. Water of course would drain towards the house, not away from it.

I was told, (and correct me if I have this wrong), the Florida department of protection services has implemented a required new seawall height for all new construction BUT..... with NO height restrictions. Really? a minium is required but no height restrictions? Doesn't that sound insane? NO height restrictions?

Please feel free to drive down to our house and see with your own eyes what has occurred. here. I do NOT believe a retaining wall that both new houses has between the property lines will keep the water out of our yard or cul de sac. By the way, I have a 7ft hedge and when both homes are completed ABOVE my hedge I will see there fence and when I stand at my seawall facing theirs I will be looking at the feet at my head height. Think about what I just described. I assume none of you would appreciate this. And it actually believe it could under-value our property now.

It's unbelievable to me that existing homes in Bel Lido have absolutely no say or any rights regarding what has happened.

I am happy to invite all of you to take a look right in my backyard. You can reach my on my cell (954-614-0454) if anyone is interested what is happening construction wise in your town that you run and control!

Thank you all again!

Juliette Battisti

4201 Intracoastal Drive
Highland Beach, FL 33487
CELL: 954-614-0454
EMAIL: JulietteDI@aol.com

In a message dated 3/30/2022 8:53:10 AM Eastern Standard Time, julietteidi@aol.com writes:

My apologies. I sent the email below to the wrong emails. I beleive I have the correct emails this notice should go to? I hope I did it right!

From: julietteidi@aol.com
To: peggygossettpr@gmail.com
Cc: drhcorso@gmail.com, bco@highlandbeach.us
Sent: 3/30/2022 8:44:20 AM Eastern Standard Time
Subject:

FYI Robert just used his laser golf finder to determine the measurement at our seawall in the back to the other seawall on the other side. It was 31 yds which is a total of 93 feet. Greg's idea is too generic. It only works if the waterway is large enough to accommodate both sides of his newly proposed 25ft of seawall/dock and boat lift combined to project out into our waterway's.

Greg and Ingrid **Assumed** all the waterways are at least 100 feet. They are not. So you can not write a code that allows a 25ft total seawall or dock for every single resident. The town has to know the width of EACH waterway prior to allowing that to happen..... Now Greg's other calculation of 25% I didn't understand. 25% of what?

Again, barges and larger boats will be an issue to navigate the waterway's especially when they need to turn the vessel around. I saw it happen with the overly large long barge front end hit the neighbors fence that was along their seawall.. The Bethie Re the large luxury boat enters our waterway from the Intracoastal backwards because he cannot turn the boat around where he docks it on the North end of Tranquility. And, that is an area where nothing new has changed. All the old original seawalls remain without any of these new proposed revisions.

Please, someone take a good look at this closely. And remember, we do not have boats any

longer at our house so it doesn't effect us in a negative way. It does however, effect my fellow neighbors if you permit this.

Thank you

Juliette Battisti

4201 Intracoastal Drive

Highland Beach, FL 33487

CELL: 954-614-0454

EMAIL: JulietteIDI@aol.com

File Attachments for Item:

A. Ordinance No. 2023-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the code of ordinances, at Chapter 33 "Acquisition of Goods and Services, "Section 33-2 "Methods of Acquisition"; Amending Section 33-3 "Town Commission Approval"; and for other purposes; providing for the repeal of all ordinances in conflict, codification, severability, and an effective date (First Reading was October 03, 2023).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *November 07, 2023*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: Ordinance No. 2023-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the code of ordinances, at Chapter 33 "Acquisition of Goods and Services, "Section 33-2 "Methods of Acquisition"; Amending Section 33-3 "Town Commission Approval"; and for other purposes; providing for the repeal of all ordinances in conflict, codification, severability, and an effective date (First Reding was October 03, 2023).

SUMMARY:

On October 3, 2023, the Town Commission discussed and approved the Proposed Ordinance amending the code of ordinances, at Chapter 33 "Acquisition of Goods and Services, "Section 33-2 "Methods of Acquisition", amending Section 33-3 "Town Commission Approval" on first reading.

Ordinance No. 2023-003 was advertised in accordance with Florida Statutes on October 28, 2023. Therefore Ordinance No. 2023-003 is before Town Commission for adoption on second/final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2023-003 and Legal Advertisement Affidavit
October 3rd Memorandum and Proposed Ordinance

RECOMMENDATION:

Adopt Ordinance No. 2023-003 on second/final reading.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO. 2023-003**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, AT CHAPTER 33 “ACQUISITION OF GOODS AND SERVICES,” SECTION 33-2 “METHODS OF ACQUISITION”; AMENDING SECTION 33-3 “TOWN COMMISSION APPROVAL”; AND FOR OTHER PURPOSES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida (the “Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission wishes to update Chapter 33 “Acquisition of Goods and Services” to be consistent with updates made to the Town’s Purchasing Policy and Procedures; and

WHEREAS, it has been determined that this ordinance serves a public purpose and is in the best interest of the public health, safety, and welfare of the Town of Highland Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. The Town of Highland Beach Code of Ordinances, is hereby amended at Chapter 33, “Acquisition of Goods and Services,” to read as follows:

Chapter 33 – ACQUISITION OF GOODS AND SERVICES

* * *

Sec. 33-2. – Methods of acquisition.

(a) *Sealed competitive method.* Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to a sealed competitive method, unless the town utilizes one of the methods that

is exempt from the sealed competitive method or from obtaining quotes, as provided in subsection 33-2(c).

(1) *Competitive bids.* Sealed competitive bids are utilized where price, responsiveness, and responsibility are the sole determining factors.

(2) *Requests for proposals, requests for qualifications, requests for letters of interest.* Requests for proposals, requests for qualifications, and requests for letters of interest are utilized where price, responsiveness, and responsibility are not the sole determining factors. The town manager may appoint a selection committee to review the submissions received by the town in response to requests for proposals, requests for qualifications, and requests for letters of interest and make a recommendation to the town commission. The selection committee shall terminate upon the award of the contract, or such other time as determined by the town commission.

(3) *Submissions.* It shall be the sole responsibility of the bidder, proposer or responder to have the bid, proposal or response delivered before the specified closing date and time. Bids, proposals or responses received after the closing date and time shall not be considered and shall be returned unopened. The clock in the town clerk's office shall govern. All bids, proposals and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the notice to bidders, proposers or responders, or as may be amended by addendum.

(4) *Town's reservation of rights.* The town may utilize a sealed competitive method for any acquisition that the town deems appropriate regardless of the estimated cost of the acquisition. Until final award of contract, the town reserves the right to waive any informality or irregularity and to reject all bids, proposals and responses, with or without cause.

(b) *Purchasing policy.* Acquisitions equal to or less than fifty thousand dollars (\$50,000.00)~~under twenty five thousand dollars (\$25,000.00)~~ shall be governed by the town's purchasing policy.

(c) *Exemptions from purchasing by the sealed competitive method or by obtaining a written quote.*

(1) *Professional services.* Except as otherwise provided for in Florida law, contracts for professional services (which include but is not limited to services provided by architects, engineers, surveyors, attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of professional services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

(2) *Specialty goods and services.* Acquisitions of or contracts for specialty goods and services (including but not limited to performing artists, artwork, special events, entertainment, and food and beverage) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of specialty goods and services, where the expenditure by the town is estimated to be ~~twenty five thousand dollars (\$25,000)~~ or greater than fifty thousand dollars (\$50,000.00), shall be subject to approval by the town commission.

(3) *Emergency acquisitions.* The town manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency without utilizing a sealed competitive method or obtaining written quotes regardless of the amount. Emergency acquisitions of non-real property, goods or services where the expenditure by the town is estimated to be ~~twenty five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to ratification by the town commission as soon as practicable.

(4) *Sole source and town standard.*

a. *Sole source.* The town may acquire or contract for non-real property, goods or services that are available to the town from only one source without utilizing the sealed competitive method or obtaining written quotes. Sole source acquisitions where the expenditure by the town

(including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

b. *Town standard.* Where the town has determined that a particular style, brand, make, or model is the only type that meets the town's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the town, the town may acquire or contract for such goods without utilizing a sealed competitive method or obtaining written quotes. Town standard acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

(5) *Utilization of other governmental entities' contracts.*

a. The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the desired goods or services are the subject of a contract with the state, its political subdivisions or other local governmental entities in the state, with associations in Florida affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs' Association and the Florida Fire Chiefs' Association) or with the United States government or national cooperatives, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the town attorney. Acquisitions utilizing other governmental entities' contracts where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty-five thousand dollars (\$25,000.00)~~ or greater than

fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

b. Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract or for one year from the date the other governmental entity awards the bid, whichever is longer.

c. If the town desires to utilize another governmental entity's contract, the town shall require the vendor to certify that the price or rate represents the lowest price or rate for the non-real property, goods or services of any contract between the vendor and any other governmental entity within the state.

(6) *Cooperative acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the town participates in joint procurement of non-real property, goods or services with other public entities within the state, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with F.S. Ch. 163. Cooperative acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty five thousand dollars (\$25,000.00) or greater~~ than fifty thousand dollars (\$50,000.00) shall be subject to approval by the town commission.

(7) *Utilities.* Water, sewer, gas, electrical, and other utility services may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town commission approval.

(8) *Resale.* Food, beverages and merchandise purchased for resale, may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town commission approval.

(9) *Employee benefits and health services.* Employee benefits and health related services may be procured/renewed directly through a negotiating process

conducted by town staff and/or an expert in the field, or to maintain continuity of employee-health records, and is not subject to competitive procurement methods.

(10) *Property, casualty, workers compensation, liability, automobile insurance.* Insurance may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of insurance records, and is not subject to competitive procurement methods.

(11) *Best interest acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the town commission declares by at least a four-fifths ($\frac{4}{5}$) affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the town. The town commission shall make specific factual findings that support its determination, and such contracts shall be placed on the regular town commission agenda. This provision may not be used when the purchasing or procurement method is prescribed by state law, such as F.S. § 287.055 or 255.20, as amended.

Sec. 33-3. – Town commission approval.

(a) *Acquisitions of ~~twenty five thousand dollars (\$25,000.00) or greater than fifty thousand dollars (\$50,000.00).~~ Except as otherwise set forth in the Code, Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be ~~twenty five thousand dollars (\$25,000.00) or greater than fifty thousand dollars (\$50,000.00)~~ shall be subject to prior approval by the town commission; ~~except for emergency acquisitions, which are subject to subsequent ratification by the town commission pursuant to subsection 33-2(c)(3).~~*

(b) *Multiple acquisitions from a vendor exceeding ~~twenty five~~ fifty thousand dollars (~~\$25~~50,000.00) in any fiscal year. Acquisitions of or contracts for non-real property, goods or services from the same vendor exceeding the aggregate sum of ~~twenty five~~ fifty thousand dollars (~~\$25~~50,000.00), per project, shall not be permitted from the same vendor*

during the course of any fiscal year, unless the acquisition is first approved by the town commission. This subsection shall not apply to utility acquisitions.

* * *

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. Section 2 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by Commissioner Evalyn David, seconded by Commissioner Judith Goldberg and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Evalyn David	X	
Commissioner Donald Peters	X	
Commissioner Judith M. Goldberg	X	

PASSED on first reading at the Regular Commission meeting held on this **3rd** day of **October**, 2023.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2023.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

Sold To:

Town of Highland Beach Florida - CU00661788
3614 S Ocean Blvd
Highland Beach FL 33487,FL 33487-3393

Bill To:

Town of Highland Beach Florida - CU00661788
3614 S Ocean Blvd
Highland Beach FL 33487,FL 33487-3393

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper’s website, if authorized on Oct 28, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.



Signature of Affiant

Sworn to and subscribed before me this: October 30, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail
Affidavit Email Address: lgaskins@highlandbeach.us
7513602

**TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, November 7, 2023 at 1:30 PM in the Highland Beach Library Community Room at 3618 South Ocean Boulevard, Highland Beach, Florida to consider the following proposed ordinance:

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, AT CHAPTER 33 "ACQUISITION OF GOODS AND SERVICES," SECTION 33-2 "METHODS OF ACQUISITION"; AMENDING SECTION 33-3 "TOWN COMMISSION APPROVAL"; AND FOR OTHER PURPOSES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

A copy of the ordinance will be available for inspection in the Town Clerk's Office, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://highlandbeach-fl.municodemeetings.com/> no later than Friday, November 3, 2023.

Any person that decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

Lanelda Gaskins, MMC
Town Clerk
10/28/2023 7513602

Order # - 7513602

File Attachments for Item:

B. Ordinance No. 2023-004 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Funding Limitation of \$350,000, set forth in Section 2.01(30) of the Town of Highland Beach Charter, shall be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st (beginning In 2025) in accordance with the Regional Consumer Price Index (MSA); providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE *November 07, 2023*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: Ordinance No. 2023-004 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Funding Limitation of \$350,000, set forth in Section 2.01(30) of the Town of Highland Beach Charter, shall be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st (beginning In 2025) in accordance with the Regional Consumer Price Index (MSA); providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).

SUMMARY:

On October 17, 2023, the Town Commission discussed the Proposed Ordinance calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Funding Limitation of \$350,000, set forth in Section 2.01(30) of the Town of Highland Beach Charter, shall be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st (beginning In 2025) in accordance with the Regional Consumer Price Index (MSA) on first reading.

The Town Commission discussed including an additional whereas clause to read as follows: "Whereas the funding limitation of \$350,000 set forth in the Town's Charter at Section 2.01(30) was established in 1992." Commissioners David and Peters moved to approve the Proposed Ordinance with the additional Whereas clause. The motion passed unanimously 5 to 0.

Please note, the ballot summary of the proposed Charter amendment will be Referendum Question No. 2 on the official ballot, as outlined on Ordinance No. 2023-004.

Ordinance No. 2023-004 was advertised in accordance with Florida Statutes on October 28, 2023. Therefore Ordinance No. 2023-004 is before Town Commission for adoption on second/final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2023-004 and Legal Advertisement Affidavit

RECOMMENDATION:

Adopt Ordinance No. 2023-004 on second/final reading.



TOWN OF HIGHLAND BEACH

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF HIGHLAND BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER THE FUNDING LIMITATION OF \$350,000, SET FORTH IN SECTION 2.01(30) OF THE TOWN OF HIGHLAND BEACH CHARTER, SHALL BE ADJUSTED TO \$900,000 TO ACCOUNT FOR THE PAST 32 YEARS OF INFLATION AND BE ADJUSTED ANNUALLY THEREAFTER ON JUNE 1ST (BEGINNING IN 2025) IN ACCORDANCE WITH THE REGIONAL CONSUMER PRICE INDEX (MSA); PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, a Charter for the Town of Highland Beach, Florida (the “Town”) was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the Town has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to Section 166.021(4), Florida Statutes, the Town Charter may be amended through the Town’s exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, the funding limitation of \$350,000 set forth in the Town’s Charter at Section 2.01(30) was established in 1992; and

WHEREAS, the Town Commission hereby finds that it is in the best interests of the Town and serves the public health, welfare and safety to adjust the funding limitation of \$350,000, set forth in the Town’s Charter at Section 2.01(30), to \$900,000 to account for the past 32 years of inflation and, thereafter, to adjust the limitation annually on June 1st (beginning in 2025) in accordance with the Regional Consumer Price Index (Metropolitan Statistical Area (MSA)); and

WHEREAS, the Town Commission deems it to be in the best interests of the Town and serving a valid public purpose to conduct a referendum on the question of whether the funding limitation of \$350,000, set forth in Section 2.01(30) of the Charter of the Town of Highland Beach, be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st (beginning in 2025) in accordance with the Regional Consumer Price Index (MSA) (the “Referendum”).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this Ordinance.

Section 2. Referendum declared. A Referendum is hereby called for and shall be held in the Town on the 19th day of March, 2024, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the Town Charter, as set forth in this Ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Funding Limitation.**”

Section 4. Conduct of Referendum. The Town shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the Town of Highland Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed Town of Highland Beach, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the Town of Highland Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The Town Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation within the Town. The Town Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the Town Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

REFERENDUM QUESTION NO. 2

SHALL THE FUNDING LIMITATION OF \$350,000, ESTABLISHED IN 1992 AND SET FORTH IN THE TOWN OF HIGHLAND BEACH CHARTER AT SECTION 2.01(30), BE ADJUSTED TO \$900,000 TO ACCOUNT FOR THE PAST 32 YEARS OF INFLATION AND BE ADJUSTED ANNUALLY THEREAFTER ON JUNE 1ST (BEGINNING IN 2025) IN ACCORDANCE WITH THE REGIONAL CONSUMER PRICE INDEX?

_____ **YES (FOR APPROVAL)**

_____ **NO (AGAINST APPROVAL)**

Section 7. Charter amendment. In the event that the majority of electors of the Town voting in the Referendum vote affirmatively to adopt the amendments to Article II, Section 2.01(30) of the Town Charter, then said Section shall be amended to read as follows:

Section 2.01. – Enumeration of Powers

(30) *Funding limitation.* Any single project or cumulation of projects, or extension of Town services requiring an allocation of more than ~~\$900,000.00~~~~350,000.00~~ in any given fiscal year shall not be funded until the purposes and amounts of such allocations shall first have been approved by the majority of votes cast in an election of qualified electors residing within the Town. Exceptions to this would be a natural catastrophe defined as a sudden and extraordinary misfortune, unforeseen mischance bringing with it the destruction of life and/or property, as well as litigation settlement. Such election shall only be held between November 1 of a given year through April 1 of the following year. The amount of the funding limitation shall be automatically adjusted annually on June 1st (beginning in 2025) in accordance with the Regional Consumer Price Index (MSA).

Section 8. Canvassing. The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the Town Commission in the manner prescribed by law.

Section 9. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. Codification. Section 7 of the Ordinance may be made a part of the Town Charter and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

Section 12. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by Commissioner David, seconded by Commissioner Peters and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Evalyn David	X	
Commissioner Donald Peters	X	
Commissioner Judith M. Goldberg	X	

PASSED on first reading at the Regular Commission meeting held on this ____ day of _____, 2023.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this ____ day of _____, 2023.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

Sold To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach,FL 33487

Bill To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach,FL 33487

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper’s website, if authorized on Oct 28, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: October 30, 2023.

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail
Affidavit Email Address: lgaskins@highlandbeach.us
7519796

**TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, November 7, 2023 at 1:30 PM in the Highland Beach Library Community Room at 3618 South Ocean Boulevard, Highland Beach, Florida to consider the following proposed ordinances:

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF HIGHLAND BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER THE FUNDING LIMITATION OF \$350,000, SET FORTH IN SECTION 2.01(30) OF THE TOWN OF HIGHLAND BEACH CHARTER, SHALL BE ADJUSTED TO \$900,000 TO ACCOUNT FOR THE PAST 32 YEARS OF INFLATION AND BE ADJUSTED ANNUALLY THEREAFTER ON JUNE 1ST (BEGINNING IN 2025) IN ACCORDANCE WITH THE REGIONAL CONSUMER PRICE INDEX (MSA); PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF HIGHLAND BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER THE TOWN OF HIGHLAND BEACH SHALL AMEND ITS CHARTER AT ARTICLE I, SECTION 1.06(7) TO PROVIDE THE TOWN COMMISSION THE DISCRETION TO DESIGNATE, BY RESOLUTION, THE PALM BEACH COUNTY CANVASSING BOARD TO SERVE AS HIGHLAND BEACH'S CANVASSING BOARD DURING UNIFORM MUNICIPAL ELECTIONS; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 2023-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE ADMINISTRATIVE AMENDMENTS TO THE 7TH (2020) EDITION OF THE FLORIDA BUILDING CODE TO UPDATE AND AMEND THE REQUIREMENTS FOR REINSPECTION AND RECERTIFICATION OF EXISTING THRESHOLD BUILDINGS AND OTHER BUILDINGS OWNED BY A CONDOMINIUM OR COOPERATIVE ASSOCIATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY

SUN-SENTINEL

AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the ordinances will be available for inspection in the Town Clerk's Office, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://highlandbeach.fl.municodemeetings.com/> no later than Friday, November 3, 2023.

Any person that decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

Lanelda Gaskins, MMC
Town Clerk
10/28/2023 7519796

Order # - 7519796

File Attachments for Item:

C. Ordinance No. 2023-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town Of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Town of Highland Beach shall amend its Charter at Article I, Section 1.06(7) to provide the Town Commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's Canvassing Board during the Uniform Municipal Elections; providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE *November 07, 2023*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: Ordinance No. 2023-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town Of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town Of Highland Beach to be held on March 19, 2024, as to whether the Town Of Highland Beach shall amend its Charter at Article I, Section 1.06(7) to provide the Town Commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's canvassing board during the uniform municipal elections; providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).

SUMMARY:

On October 17, 2023, the Town Commission discussed the Proposed Ordinance calling for a Referendum of the Qualified Electors of the Town Of Highland Beach to be held on March 19, 2024, as to whether the Town Of Highland Beach shall amend its Charter at Article I, Section 1.06(7) to provide the Town Commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's canvassing board during the uniform municipal elections; providing for notice and advertising of the referendum; providing for referendum canvassing on first reading.

The Town Commission discussed amending the sixth whereas clause to include language about the town saving money. The sixth whereas clause will read as follows: "Whereas, the Town Commission hereby finds that it is in the best interests of the Town, saves the town money, and serves the public health, welfare and safety to amend its Charter at Article 1, Section 1.06(7) to allow the town commission to delegate by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's canvassing board during Uniform Municipal Elections." Commissioners David and Goldberg moved to approve Ordinance No. 2023-005 with the additional wording. The motion passed unanimously 5 to 0.

Please note, the ballot summary of the proposed Charter amendment will be Referendum Question No. 3 on the official ballot, as outlined on Ordinance No. 2023-005.

Ordinance No. 2023-005 was advertised in accordance with Florida Statutes on October 28, 2023. Therefore Ordinance No. 2023-005 is before Town Commission for adoption on second/final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2023-005 and Legal Advertisement Affidavit

RECOMMENDATION:

Adopt Ordinance No. 2023-005 on second/final reading.



TOWN OF HIGHLAND BEACH

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF HIGHLAND BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER THE TOWN OF HIGHLAND BEACH SHALL AMEND ITS CHARTER AT ARTICLE I, SECTION 1.06(7) TO PROVIDE THE TOWN COMMISSION THE DISCRETION TO DESIGNATE, BY RESOLUTION, THE PALM BEACH COUNTY CANVASSING BOARD TO SERVE AS HIGHLAND BEACH'S CANVASSING BOARD DURING UNIFORM MUNICIPAL ELECTIONS; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, a Charter for the Town of Highland Beach, Florida (the "Town") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the Town has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to Section 166.021(4), Florida Statutes, the Town Charter may be amended through the Town's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, the Town Commission hereby finds that it is in the best interests of the Town, serves the public health, welfare and safety, and saves the Town money to amend its Charter at Article I, Section 1.06(7), to allow the town commission to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's canvassing board during Uniform Municipal Elections; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town and serving a valid public purpose to conduct a referendum on the question of whether the Town's

Charter at Article I, Section 1.06(7) should be amended to provide the town commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach’s canvassing board during Uniform Municipal Elections (the “Referendum”).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this Ordinance.

Section 2. Referendum declared. A Referendum is hereby called for and shall be held in the Town on the 19th day of March, 2024, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the Town Charter, as shown in this Ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “Option to **Palm Beach County Canvassing Board.**”

Section 4. Conduct of Referendum. The Town shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the Town of Highland Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed Town of Highland Beach, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the Town of Highland Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The Town Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation within the Town. The Town Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the Town Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

REFERENDUM QUESTION NO. 3

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT ARTICLE I, SECTION 1.06(7) TO PROVIDE THE TOWN COMMISSION THE DISCRETION TO DESIGNATE, BY RESOLUTION, THE PALM BEACH

**COUNTY CANVASSING BOARD TO SERVE AS HIGHLAND BEACH'S
CANVASSING BOARD DURING UNIFORM MUNICIPAL ELECTIONS?**

_____ **YES (FOR APPROVAL)**

_____ **NO (AGAINST APPROVAL)**

Section 7. Charter amendment. In the event that the majority of electors of the Town voting in the Referendum vote affirmatively to adopt the amendment to Article I, Section 1.06(7) of the Town Charter, then said sections shall be amended to read as follows:

Section 1.06. – Town Commission Created; Election; Terms; Town Clerk; Qualifications of Electors; General Election Law.

(7) The town clerk or designee of the clerk along with the supervisor of elections or the designee of that office shall canvass and certify returns of all town elections in the manner provided for in sec. 100.3605, Fla. Stat., as amended from time to time. Additionally, the town commission shall appoint one commission member, which may include the mayor, whose seat is not scheduled to be voted upon, who shall serve as the third member of the canvassing board. If any member of the canvassing board is unwilling or unable to serve, the town commission shall appoint another commission member as a replacement. Two members of the canvassing board shall constitute a quorum. In the alternative, when deemed in the best interest of the town, the town commission may designate the Palm Beach County Canvassing Board to serve as town's canvassing board by resolution. The town commission has the sole discretion to determine whether to retain or designate its canvassing duties for the Uniform Municipal election.

Section 8. Canvassing. The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the Town Commission in the manner prescribed by law.

Section 9. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. Codification. Section 7 of the Ordinance may be made a part of the Town Charter and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 12. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by Commissioner David seconded by Commissioner Goldberg and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Evalyn David	X	
Commissioner Donald Peters	X	
Commissioner Judith M. Goldberg	X	

PASSED on first reading at the Regular Commission meeting held on this 17th day of October, 2023.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2023.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

Sold To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach,FL 33487

Bill To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach,FL 33487

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper’s website, if authorized on Oct 28, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

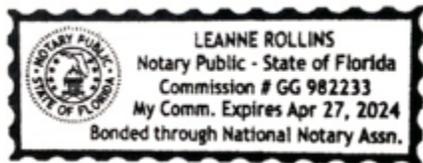


Signature of Affiant

Sworn to and subscribed before me this: October 30, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail
Affidavit Email Address: lgaskins@highlandbeach.us
7519796

**TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, November 7, 2023 at 1:30 PM in the Highland Beach Library Community Room at 3618 South Ocean Boulevard, Highland Beach, Florida to consider the following proposed ordinances:

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF HIGHLAND BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER THE FUNDING LIMITATION OF \$350,000, SET FORTH IN SECTION 2.01(30) OF THE TOWN OF HIGHLAND BEACH CHARTER, SHALL BE ADJUSTED TO \$900,000 TO ACCOUNT FOR THE PAST 32 YEARS OF INFLATION AND BE ADJUSTED ANNUALLY THEREAFTER ON JUNE 1ST (BEGINNING IN 2025) IN ACCORDANCE WITH THE REGIONAL CONSUMER PRICE INDEX (MSA); PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF HIGHLAND BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER THE TOWN OF HIGHLAND BEACH SHALL AMEND ITS CHARTER AT ARTICLE I, SECTION 1.06(7) TO PROVIDE THE TOWN COMMISSION THE DISCRETION TO DESIGNATE, BY RESOLUTION, THE PALM BEACH COUNTY CANVASSING BOARD TO SERVE AS HIGHLAND BEACH'S CANVASSING BOARD DURING UNIFORM MUNICIPAL ELECTIONS; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 2023-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE ADMINISTRATIVE AMENDMENTS TO THE 7TH (2020) EDITION OF THE FLORIDA BUILDING CODE TO UPDATE AND AMEND THE REQUIREMENTS FOR REINSPECTION AND RECERTIFICATION OF EXISTING THRESHOLD BUILDINGS AND OTHER BUILDINGS OWNED BY A CONDOMINIUM OR COOPERATIVE ASSOCIATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY

AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the ordinances will be available for inspection in the Town Clerk's Office, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://highlandbeach.fl.municodemeetings.com/> no later than Friday, November 3, 2023.

Any person that decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

Lanelda Gaskins, MMC
Town Clerk
10/28/2023 7519796

Order # - 7519796

File Attachments for Item:

D. Ordinance No. 2023-006 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was October 17, 2023).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE *November 07, 2023*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: Ordinance No. 2023-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was October 17, 2023).

SUMMARY:

On October 17, 2023, the Town Commission discussed and approved the Proposed Ordinance amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association on first reading.

Ordinance No. 2023-006 was advertised in accordance with Florida Statutes on October 28, 2023. Therefore Ordinance No. 2023-006 is before Town Commission for adoption on second/final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2023-006 and Legal Advertisement Affidavit

RECOMMENDATION:

Adopt Ordinance No. 2023-006 on second/final reading.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO. 2023-006**

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE ADMINISTRATIVE AMENDMENTS TO THE 7TH (2020) EDITION OF THE FLORIDA BUILDING CODE TO UPDATE AND AMEND THE REQUIREMENTS FOR REINSPECTION AND RECERTIFICATION OF EXISTING THRESHOLD BUILDINGS AND OTHER BUILDINGS OWNED BY A CONDOMINIUM OR COOPERATIVE ASSOCIATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida (the “Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, through the adoption of Ordinance No. 2021-011 on November 16, 2021, the Town adopted Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to provide for the periodic reinspection and recertification of certain types of existing buildings to assess structural soundness and require building owners to address unsafe conditions as determined by a professional structural and/or electrical engineer; and

WHEREAS, due the adoption of Chapter 2022-269, Laws of Florida, the Florida Legislature adopted certain inspection requirements for buildings owned by condominium associations and cooperative associations, and through the adoption of Ordinance No. 2022-008 September 6, 2022, the Town amended its Administrative Amendments to the Florida Building Code to conform to the state law requirements; and

WHEREAS, through the enactment of Chapter 2023-203, Laws of Florida, the Florida Legislature adopted certain amendments to its inspection requirements, and the Town wishes to again amend its Administrative Amendments to the Florida Building Code to conform to the state law requirements and clarify existing requirements; and

WHEREAS, the Town Commission determines that this Ordinance serves a public purpose and is in the best interest of the public health, safety, and welfare of the Town of Highland Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. The Town of Highland Beach hereby amends the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code, by amending Subsection 110.0 of Section 110, "Inspections," of Chapter 1 to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

110.9 Recertification of buildings and components:

(1) *In General*

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection (a), except where the context clearly indicates a different meaning:

"*Association building*" means any building that does not fall within the definition of a threshold building and is owned, in whole or in part, by a condominium association or cooperative association, is three stories or more in height and contains at least four dwelling units.

"*Building age*" shall mean the time period since the issuance of the original certificate of occupancy or, where adequate records are not available to determine when the original certificate of occupancy was issued, the building age shall be determined by the Building Official based on the best available evidence.

"*Owner*" shall mean the fee simple title holder of the land on which a building subject to recertification is situated or, in the case of condominium or cooperative type of ownership, shall mean the person or entity responsible for the structure and common systems of a building subject to recertification.

"*Phase one milestone inspection*" shall mean a visual inspection of the habitable and nonhabitable areas of a building, including the major structural components of a building and shall include a the inspector's qualitative assessment of the structural conditions of the building and the

inspector’s determination of whether such assessment indicates substantial structural deterioration necessitating a phase two inspection. A phase one milestone inspection shall also include an inspection by a professional electrical engineer certifying and attesting that such building is electrically safe or identifying any major or critical deficiencies in the electrical system and the repairs or alterations necessary to make the building electrically safe, including a recommended timeframe for such repairs. At a minimum, the following electrical components/equipment, where present, shall be evaluated: electrical service, branch circuits, conduit raceways and emergency lighting.

“*Phase two milestone inspection*” shall mean an inspection involving destructive or non-destructive testing, at the inspector’s discretion, necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and shall include recommendations for fully assessing and repairing distressed and damaged portions of the building.

“Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity.

“*Threshold building*” means any building which is greater than three stories or fifty (50) feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds five thousand square feet in area and an occupant content of greater than five hundred (500) persons as defined in Section 553.71(12), Florida Statutes, as may be amended from time to time.

“*Recertification*” means the completion of a phase one milestone inspection and, where required, the completion of a phase two milestone inspection and all necessary major or critical repairs as determined by the applicable inspector in accordance with the terms of this section.

- (b) Due to local circumstances and the proximity to salt water, Any threshold building or association building that has a building age of twenty-five (25)

years or more shall be subject to recertification as provided in this section. Subsequent recertification shall be required at intervals of ten (10) years from the date the first such recertification was required for threshold buildings with a building age of up to forty (40) years and at intervals of seven (7) years for threshold buildings with a building age of more than forty (40) years.

- (c) Beginning on October 19, 2021, due to the initial backlog of buildings required to be recertified, the Building Official shall establish a completion schedule for recertification, which shall be based upon factors that may include, but shall not be limited to, the age, location, construction materials, occupancy load, and function of a building. This completion schedule shall include a recertification deadline for each building for which recertification is required and may be amended by the Building Official as necessary or advisable. If recertification is required for a building for which a certificate of occupancy was issued on or before July 1, 1997, the phase one milestone inspection must be performed before December 31, 2024.
 - (d) Nothing in this section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this section, including but not limited to, the Building Official's authority pursuant to Section 116 of this chapter regarding Unsafe Structures and Equipment or any other provision in the Town Code of Ordinances. The Building Official retains the authority set forth in Section 116 to declare a structure, building or an electrical, gas, mechanical or plumbing system as unsafe in accordance with the criteria set forth in that section.
- (2) *Procedure.*
- (a) The Building Official shall issue a Notice of Required Inspection, via certified mail, to the Owner of each building required to be recertified pursuant to subsection (1) above, not less than one hundred and eighty (180) days prior to the scheduled deadline for the filing of a phase one milestone inspection report. In the event that the Notice of Required Inspection is

returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this section.

- (b) The Owner or Owners of a building or structure subject to recertification shall submit, or cause to be submitted, to the Building Official, no later than the recertification deadline, a phase one milestone inspection report ("Phase One Report"). If the qualitative assessment set forth in the Phase One Report reveals no signs of substantial structural deterioration to any building components under visual examination, no phase two milestone inspection report shall be required, provided, however, that the Owner must still correct any major or critical deficiencies in the electrical system within the recommended timeframe.
- (c) Inspections of threshold buildings shall be performed by a certified special inspector of threshold buildings (a professional or structural engineer or architect registered in the State of Florida and qualified by training and experience). Inspections of association buildings may be performed by a licensed architect or engineer registered in the State of Florida or a team of professionals with an architect or engineer acting as a registered design profession in responsible charge with all work and reports signed and sealed by the appropriate qualified team member. All reports shall bear the name, business address, State of Florida registration number, and impressed or electronic seal and signature of the certified special inspector, engineer or architect who has performed the inspection. Electronically signed and sealed documents shall meet all applicable statutory and administrative code requirements.
- (d) If any substantial structural deterioration is identified in the Phase One Report, the Owner shall be required to undergo a phase two milestone inspection and file a phase two milestone inspection report ("Phase Two Report"). W~~w~~ithin one hundred and eighty (180) days after submitting the Phase One Report, the architect or engineer performing the Phase Two Report must submit a phase two progress report to the Building Official

with a timeline for completion of the phase two inspection. The Phase Two Report shall note the location address and property control number of the building, describe the type of construction and general characteristics of the building (including but not limited to total floor area, height and number of stories, building footprint and similar characteristics), the existence of drawings and location thereof, history of the building to the extent reasonably known, and describe the type and manner of the inspection, noting areas any issues of concern, and shall include recommendations for repairs required to maintain the structural integrity of the building, and the estimated time of completion of said repairs or modifications. The Phase Two Report must take into account two basic structural considerations: (1) movement of structural components with respect to each other; and (2) deterioration of materials and any effect on the structural integrity of the building. The Phase Two Report shall include the manner in which the inspection occurred of the following structural elements, as applicable: foundation, masonry bearing walls, steel framing system, floor systems, roof systems, concrete framing systems, windows, wood framing, and loading. The Town is not mandating any particular inspection method; however, the Phase Two Report shall discuss the use or non-use of the standard structural inspection methods and the reasoning behind their use or non-use. These methods may include, but not be limited to: the visual examination method; the testing method; and the manual (forensic inspection) method. For major structure elements such as foundations, masonry bearing walls, steel framing systems, roof systems, and concrete framing systems, manual (forensic inspection) methods, such as chipping small areas of concrete and surface finishes for closer examination, are strongly encouraged.

- (e) The use of the manual (forensic inspection) method for certain structural elements as encouraged above shall be documented by photographic or other similar evidence, which shall be included in the Phase Two Report.
- (3) *Building Official Review of Phase Two Report.*

Once the Phase Two Report has been submitted to the Building Official, the Building Official will perform an administrative review of the Report to determine whether it satisfied the requirements of this section. The Building Official will not review or otherwise assess the architect or engineer's technical findings. If the Building Official determines that the Phase Two Report does not satisfy the requirements of this section, the Owner shall make any changes to the Phase Two Report as needed and resubmit it no later than thirty (30) days after the Building Official's determination. The Phase Two Report may be resubmitted in this manner up to two (2) additional times after the initial submission until the Phase Two Report is determined to have satisfied the requirements of this section. If the Building Official determines after a third submittal that the Phase Two Report does not satisfy the requirements of this section, this shall be deemed a failure to submit the required recertification inspection report, and shall subject the Owner to the remedies prescribed in subsection (5) of this section. The Building Official's determination shall be in writing and shall be provided to the Owner via certified and first-class mail.

(4) *Timeframe to Make Repairs or Modifications.*

The Owner shall correct all major or critical structural or electrical deficiencies identified in the Phase Two Report in accordance with the inspector's recommended timeframe. Notwithstanding the foregoing, all repairs shall be completed within a maximum of three hundred and sixty-five (365) days from the date the Building Official accepts a complete Phase Two Report satisfying the requirements of this section. Once the repairs or modifications have been completed, the inspector shall reinspect the areas noted on the original report and shall provide the owner a signed and sealed letter stating that the repairs or modifications have all been completed. The owner shall submit that letter to the Building Official. Depending on the scope of work, the Building Official may grant extensions to either the recommended or maximum timeframes to allow the work to be completed in phases or when justified by the totality of the circumstances. ~~and no~~ I request for extension shall be unreasonably denied. The Building Official's decision regarding an Owner's request for an extension shall be

in writing and provided to the Owner via certified and first-class mail. If, at any time, the Building Official determines that structural and/or electrical deficiencies exist that present an immediate danger to human life or safety, the Building Official may take such actions determined necessary pursuant to Section 116 of this chapter regarding Unsafe Structures and Equipment, regardless of the procedural requirements or timeframes specified in this section.

(5) *Failure to Submit a Recertification Inspection Report or Timely Make Repairs/Modifications.*

In the event the owner fails to submit any required report by the specified deadline, fails to make changes and resubmit the Phase Two Report within the required timeframes upon a determination that the Phase Two Report does not satisfy the requirements of this section, or fails to complete (subject to all required permits) any major or critical repairs or modifications within the required timeframes, the Building Official may seek an order of enforcement through the Town's code enforcement process or any other legal or equitable remedy provided by law. The Building Official may extend the date by which a building's phase one milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstances justify an extension.

(6) *Appeals.*

The Building Official's written determination, after three submittals, that the Phase Two Report submitted pursuant to subsection (3) above did not satisfy the requirements of that section and/or the Building Official's written denial of an extension to the requested timeframe for completion of repairs or modifications pursuant to subsection (4) above shall be final, subject only to the filing of a Petition for Writ of Certiorari in the Circuit Court in and for Palm Beach County, Florida within thirty (30) days of the date of the written determination or written denial.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. Sections 2 of the Ordinance shall be made a part of the Town of Highland Beach Administrative Code, Chapter 1 for the 7th (2020) Edition of the Florida Building Code and may be re-numbered or re-lettered to accomplish such.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by Commissioner David, seconded by Commissioner Goldberg and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Evalyn David	X	
Commissioner Donald Peters	X	
Commissioner Judith M. Goldberg	X	

PASSED on first reading at the Regular Commission meeting held on this 17th day of October 2023.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2023.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

Sold To:

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Published Daily

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Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

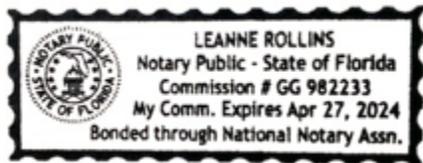
The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper’s website, if authorized on Oct 28, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: October 30, 2023.

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail
Affidavit Email Address: lgaskins@highlandbeach.us
7519796

**TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING**

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AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE ADMINISTRATIVE AMENDMENTS TO THE 7TH (2020) EDITION OF THE FLORIDA BUILDING CODE TO UPDATE AND AMEND THE REQUIREMENTS FOR REINSPECTION AND RECERTIFICATION OF EXISTING THRESHOLD BUILDINGS AND OTHER BUILDINGS OWNED BY A CONDOMINIUM OR COOPERATIVE ASSOCIATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY

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Lanelda Gaskins, MMC
Town Clerk
10/28/2023 7519796

Order # - 7519796

File Attachments for Item:

A. Approval of Meeting Minutes

October 17, 2023 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD.
HIGHLAND BEACH, FL

Date: October 17, 2023
Time: 1:30 P.M.

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Judith Goldberg
Commissioner Donald Peters
Commissioner Evalyn David
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Glen Torcivia
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America, followed by a moment of silence for Israel.

4. APPROVAL OF THE AGENDA

Mayor Moore added Resolution No. 2023-032 to the agenda as Item 5.A., and former Item 5.A., Resolution No. 2023-030, was moved to Item 5.B. under Presentations / Proclamations.

MOTION: David/Stern – Moved to approve the agenda as amended, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2023-032 (Item added to the agenda as Item 5.A.)

A Resolution of the Town Commission of the Town of Highland Beach, Florida, expressing the Town's support of the State of Israel; and providing for an effective date.

Mayor Moore introduced this item.

MOTION: Peters/Goldberg – Moved to approve Resolution No. 2023-032, which passed unanimously 5 to 0.

B. Resolution No. 2023-030 (Formally Item 5.A.)

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2023-030. The two applicants for consideration were Eve Rosen and David Axelrod. The Town Commission interviewed Mr. Axelrod. He voiced his interest in serving on the Planning Board. Ms. Rosen was not present at the meeting.

MOTION: Moore/Stern – Moved to approve Resolution No. 2023-030, appointing David Axelrod to the Planning Board. Upon a roll call: Mayor Moore (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Commissioner David (Yes). The motion passed unanimously 5 to 0.

6. PUBLIC COMMENTS

There were no public comments.

7. ANNOUNCEMENTS

Mayor Moore read the announcements as follows:

Board Vacancies

Board of Adjustment and Appeals Two (2) vacancies for a three-year term and
One (1) vacancy for an unexpired term ending
September 21, 2024

Meetings and Events

November 01, 2023 11:00 A.M. Natural Resources Preservation Advisory
Board Regular Meeting

November 07, 2023 1:30 P.M. Town Commission Meeting

Board Action Report

None.

8. ORDINANCES

A. Resolution No. 2023-031

A Resolution of the Town Commission of the Town of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Town shall be authorized to (A) finance and implement a Sanitary Sewer Lining Rehabilitation Project to repair, replace, and prevent structural damage to the sewer lines for a not to exceed cost of \$3.5 million dollars, and (B) issue its General Obligation Bonds, payable from the full faith and unlimited Ad Valorem Taxing Power of the Town, in an aggregate principal amount not to exceed \$3.5 million dollars to finance the cost thereof; providing for notice and advertising of the referendum; providing for referendum canvassing and for other purposes; providing for severability, conflicts, and an effective date.

Mayor Moore introduced this item. At the October 3rd meeting, the Town Commission made a recommendation to add the word “rehabilitation” before the word “project” in the title of the resolution.

Town Manager Labadie provided comments about the age and condition of the current pipes, the future lining of the existing clay pipes, and what would happen if the referendum question did not go forward in March. Breakage in the sewer system would lead to emergency replacement and could cause significant inconveniences for residents at a much higher cost. He also commented on open excavation, the 2021 competitive solicitation (bids), the gravity sewer system closed circuit videos, a state revolving grant program, and the lobbyist assisting with state appropriations for the project.

Moore opened the item for public comments. Hearing none, she closed the public comments.

MOTION: David/Stern – Moved to approve Resolution No. 2023-031 with a not more than 30-year payout. Upon roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

B. Ordinance No. 2023-004

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Funding Limitation of \$350,000, set forth in Section 2.01(30) of the Town of Highland Beach Charter, shall be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st

(beginning In 2025) in accordance with the Regional Consumer Price Index (MSA); providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date.

Mayor Moore introduced this item.

Finance Director David DiLena commented on the consumer price index.

Mayor Moore suggested adding a new Whereas clause as to when the Town established the \$350,000 funding limitation.

Mayor Moore opened the item for public comments.

Mr. Rick Greenwald provided comments.

Hearing no further comments, Mayor Moore closed the public comments.

There was further discussion about the language for the new Whereas clause. Town Attorney Torcivia suggested the following: "Whereas, the funding limitation of \$350,000 set forth in the Town's Charter at Section 2.01(30) was established in 1992."

MOTION: David/Peters – Moved to approve Ordinance No. 2023-004 on first reading with the addition of a whereas clause specifically stating, "the funding limitation of \$350,000 set forth in the Town's Charter at Section 2.01(30) was established in 1992." The motion passed unanimously 5 to 0.

C. Ordinance No. 2023-005

An Ordinance of the Town Commission of the Town Of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town Of Highland Beach to be held on March 19, 2024, as to whether the Town Of Highland Beach shall amend its Charter at Article I, Section 1.06(7) to provide the Town Commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's canvassing board during the uniform municipal elections; providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date.

Mayor Moore introduced this item. The Town Commission discusses the designation of the canvassing board by resolution annually, the current municipal canvassing board as written in the Town's Charter, and the responsibility of the canvassing board.

Mayor Moore suggested including an additional Whereas clause concerning the Town saving money by using the County Canvassing Board.

Town Attorney Torcivia suggested adding the language to the sixth Whereas clause. The language would read as follows: “Whereas, the Town Commission hereby finds that it is in the best interests of the Town, saves the town money, and serves the public health, welfare, and safety to amend its Charter at Article I, Section 1.06(7) to allow the town commission to delegate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach’s canvassing board during Uniform Municipal Elections.

Mayor Moore opened the public comments. Hearing none, she closed the public comments.

MOTION: David/Goldberg – Moved to approve Ordinance No. 2023-005 with the amended Whereas clause. The motion passed unanimously 5 to 0.

D. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

Building Official Jeffrey Reman explained why the proposed ordinance amends the existing ordinance.

Mayor Moore opened the public comments. Hearing none, she closed the public comments.

MOTION: David/Goldberg – Moved to approve the Proposed Ordinance amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date. The motion passed unanimously 5 to 0.

9. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.)

A. Approval of Meeting Minutes

October 03, 2023 Town Commission Meeting Minutes

MOTION: David/Stern – Moved to approve the Consent Agenda as presented, which passed unanimously 5 to 0.

10. **UNFINISHED BUSINESS**

A. Fire Rescue Implementation Update

Town Manager Labadie provided an update on Fire Rescue Implementation as follows:

Recruiting process: They will be interviewing the firefighter paramedic applicants this week. The fire captain applicants are finishing their pre-employment physicals and background checks. They are beginning phase 2 of the background check for the firefighter drivers applicants.

Construction: The mezzanine and bay roof concrete pour was completed, the second-floor roof concrete will be poured this week, and the first-floor framing will begin next week. The windows, stucco exterior, and doors will be done in about a week.

The City of Riveria Beach will store the Town's fire truck after the painting has been completed.

B. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie provided an update on the project. FDOT has yet to be able to provide a schedule. They plan to bid the project out in December. Once a contractor is selected, they will begin to build a means and method schedule for the project. They are aiming for a post-season start in this budget year.

C. Building Department Recertification Program Update

Building Official Jeffery Remus provided an update on the Building Department Recertification Program. There is 100% compliance with the buildings that are due at this time. Also, there are 15 buildings that are not due yet, and 16 buildings were given extensions that are due in November and December.

D. Continued discussion of Milani Park.

Town Commission discussions ensued regarding Milani Park.

Town Manager Labadie encouraged the stakeholder's involvement, such as a group of residents getting petitions. He suggested that the Town Commission wait until after the February 2024 public meeting to attend a Palm Beach County Commission meeting. He also suggested hiring a legal counsel and an archeologist to manage this matter.

Discussion ensued about other land uses, historical/archaeological preservation, safety, and the costs associated with building the park. There was a discussion about hiring a specialist to assist with this.

Mayor Moore opened the item for public comments.

Mr. Richard Greenwald spoke about several avenues the Town Commission could take concerning Milani Park.

Mayor Moore closed the public comments.

Motion: David/Goldberg - Moved to hire a special project coordinator to bring in all the necessary personnel to determine what is the best use of that property for most people in our county. Upon a roll call: Commissioner David (Yes); Commissioner (Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

11. NEW BUSINESS

- A. Approve and authorize a Right of Way Permit for KMV Fiber Telecom Inc. to bore fiber optic communication cables under State Road A1A starting at the north property line of 4713 South Ocean Boulevard and ending on the west of State Road A1A south property line of 4800 South Ocean Boulevard.**

Mayor Moore read the title of Item 11.A.

Pat Roman, Public Works Director, presented this item.

MOTION: David/Goldberg – Moved to approve and authorize a Right of Way Permit for KMV Fiber Telecom Inc. to bore fiber optic communication cables under State Road A1A starting at the north property line of 4713 South Ocean Boulevard and ending on the west of State Road A1A south property line of 4800 South Ocean Boulevard. The motion passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg thanked the Town Commission and the public.

Commissioner Donald Peters commented on the community prayer vigil held last Thursday. He thanked those who organized the event.

Commissioner Evalyn David thanked Dr. Greenwald for his perspective on the Milani Park property. She also commented on the community prayer vigil event held last Thursday.

Vice Mayor David Stern spoke about the community prayer vigil held last Thursday.

Mayor Natasha Moore provided comments on the community prayer vigil held last Thursday. She acknowledged Jeffrey Remas for participating on the Palm Beach County Construction Industry Licensing Board.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia had nothing to report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie thanked Father Horgan and discussed their partnership and having the Light Up the Holiday event at St. Lucy Catholic Church. He and Terisha will be meeting with Father Horgan about the future event.

He encouraged the Town Commission to attend the Florida League of Cities monthly meeting.

15. ADJOURNMENT

The meeting adjourned at 3:33 P.M.

APPROVED: November 07, 2023, Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Jaclyn DeHart and Lanelda Gaskins

11/07/2023

Date

Lanelda Gaskins, MMC
Town Clerk

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

A. Approve and authorize the Town Manager to execute a Construction Services Agreement with Baxter & Woodman, Inc. in the amount of \$89,935.22 for Lift Station No. 3 Rehabilitation Project.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *November 07, 2023*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Approve Baxter & Woodman Construction Service Agreement Lift Station 3

SUMMARY:

The Florida Department of Environmental Protection, via grant LPA0539, has provided the Town of Highland Beach with funds for the Lift Station No. 3 Rehabilitation project. We are requesting Baxter & Woodman to provide services during construction, part time inspection services, and grant administration assistance.

The Scope of Services consists of the following three (3) tasks:

Task 1 – General Services During Construction

Task 2 – Resident Project Representative (RPR) Services (Part Time)

Task 3 – Grant Administration Assistance

FISCAL IMPACT:

\$89,935; Already Budgeted in Sewer System – Professional Fees

ATTACHMENTS:

Task Order 23 Revised LS# 3 Construction Services Agreement CSA As-Sent 2023-10-18

RECOMMENDATION:

Commission approval.

Town of Highland Beach
Baxter & Woodman, Inc. (B&W)
September 28, 2023, Revised October 17, 2023
(B&W) Project # 0220507.60
Task Order No. 23
Lift Station No. 3 Rehabilitation – Construction Services Agreement

Background

Baxter & Woodman, Inc. (B&W) has completed design of the Lift Station No. 3 Rehabilitation project and has completed all services in Task Order No. 23 dated April 26, 2022. B&W provided our analysis and bid recommendation on August 30th, 2023. The Florida Department of Environmental Protection, via grant LPA0539, has provided the Town of Highland Beach (TOWN) with funds for the Lift Station No. 3 Rehabilitation project. The TOWN has requested B&W to provide services during construction, part time inspection services, and grant administration assistance.

Scope of Services

B&W has previously prepared the Contract Documents for the project and the TOWN now requests B&W to provide a Construction Services Authorization CSA to perform general construction services and grant administration assistance during the construction of the proposed improvements.

The Scope of Services consists of the following three (3) tasks:

- Task 1 – General Services During Construction
- Task 2 – Resident Project Representative (RPR) Services (Part Time)
- Task 3 – Grant Administration Assistance

Task 1: General Services During Construction

1. Pre-Construction Conference

B&W shall prepare an agenda and conduct pre-construction conference with the selected Contractor and TOWN staff. B&W shall also prepare an agenda, conduct the meeting, and issue written minutes of meeting to all attendees. A total of 6 hours is budgeted for this task.

2. General Administration

B&W shall provide general construction administration for the duration of the project. The Contractors construction schedule is 12 months to Final Completion. We anticipate months during the construction schedule in which no work will be performed requiring construction administration therefore, our hourly estimation is based on 8 hours a month for 8 months. A total of 65 hours is budgeted for this task.

3. Submittal Review

B&W and our electrical subconsultant Electrical Design Associates (EDA) shall review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. B&W will submit reviewed shop drawings/submittals to TOWN for their records. A total of 20 hours is budgeted for B&W for this task.

4. Monthly Meetings

B&W shall attend construction progress meetings monthly and provide a written summary of the construction issues discussed. Project meetings will be conducted by the Construction Manager with the Resident Project Representative also in attendance. Meetings shall be held at TOWN facilities. Following the meeting, the Construction Manager will prepare and distribute meeting minutes to the TOWN and other attendees. Nine (9) progress meetings, 4 hours per meeting which includes preparation and meeting minutes. A total of 36 hours is budgeted for this task.

5. Payment Application and Schedule Review

B&W shall review Contractor's monthly payment applications and contractor's construction schedule submitted in a format acceptable to the TOWN. Based on onsite observations as an experienced and qualified professional and on review of Contractor applications for payment and accompanying data and schedules, B&W shall determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. This also includes monitoring the construction schedule monthly and reporting to the TOWN conditions, which may cause delay in completion. A 12-month construction period is assumed.

6. Construction Clarifications

B&W shall respond in writing to Contractor's Request For Information (RFI) regarding the design documents. Ten (10) RFIs is assumed for this task for 2 hours each. A total of 20 hours is budgeted for this task.

7. Periodic Field Inspections/Startup

B&W and EDA representatives will be in attendance for the startup(s) of equipment. Startup(s) are to be scheduled by the contractor. Time associated with station start up is estimated at a maximum of 8 hours. A total of 8 hours is budgeted by B&W for this task.

8. Substantial and Final Inspection

In conjunction with TOWN staff, B&W and EDA representatives shall make preliminary and final inspections and prepare a "punch list" upon Substantial Completion when notified

by the Contractor. Review completion of the identified punch list items to determine that Final Completion of the work has been achieved by the Contractor. B&W shall be involved with the project through Contractor Closeout and advise the TOWN when Final Acceptance of the project has been reached in accordance with the Contract Documents. A total of 8 hours for B&W has been budgeted for this task.

9. Certification of Construction Completion (Grant Requirement)

B&W shall certify to TOWN, Grant Agencies, and Regulatory Authorities based on visible project features, B&W's inspections, and a review of testing reports that the project was constructed in accordance with the Plans and Specifications as submitted in the permit applications. A total of 2 hours has been budgeted for this task.

Task 2: Resident Project Representative Services

B&W shall provide a part-time (average 20 hours/week) RPR during the field-construction (assume 16 weeks of field inspection services) of the project for a total of 320 hours. Activities performed under this task consist of furnishing an RPR to observe the construction to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to

Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

Task 3: Grant Administration Assistance

B&W shall provide grant administration assistance one hour a month for the duration of the project (12 months to Final Completion). Sub-tasks to include meetings with grant agencies, monthly grant update reporting requirements, site visits and any other requirements of LPA0539. Applicable grant reporting documentation shall be provided by B&W to the TOWN for the Town's submittal to the Grant Agency. RPR services will be required in conjunction with grant assistance to provide construction certification of completion services. A total of 12 hours has been budgeted for this task.

LIMITATIONS OF AUTHORITY

Except upon written instructions of B&W, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on B&W's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not authorize Owner to occupy the Project in whole or in part.

ASSUMPTIONS

1. The Town is responsible for all permitting fees
2. The Town will provide coordination for access to the lift station site, will be available and assist in coordination of system shut down of the lift station in anticipation of the work.
3. The Town will provide landscape trimming/clearing as necessary of the existing perimeter landscape material for the contractor's site access.
4. Contractor will be required to secure any building permits.

CONTRACT PERFORMANCE

Proposed fees for completion of the work tasks are summarized below and detailed in *Attachment A*.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expense for engineering services are tabulated below.

Engineering Services	Fees (Lump Sum)
Task 1 – General Services During Construction	\$ 31,530.15
Task 2 – Resident Project Representative	\$ 41,958.40
Task 3 – Grant Assistance	\$ 1,636.44
Sub- Consultant 11,009.30 X 1.1 Multiplier	\$ 12,110.23
Reimbursables (printing, postage, mileage) NTE	\$ 2,700.00
Total Engineering Services	\$ 89,935.22

PROJECT SCHEDULE

The duration of work tasks are summarized below:

Estimated start of Construction: October 2023

Estimated end of Construction: October 2024

Engineering Services	Task Duration	Completion Time (Calendar Days) from Notice to Proceed*
Tasks 1 & 3 – Construction Administration	8 Months	12 Months
Tasks 2 - Resident Project Rep. Services	4 Months	11 Months
Total Project Time Period:		12 Months

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF HIGHLAND BEACH

BAXTER & WOODMAN, INC.

Date: _____

Date: October 17, 2023

Town Manager

Rebecca Travis
Rebecca Travis, P.E., Executive Vice President / Florida Division Manager

Attest: *Julie M. Crayton*

Attest: _____

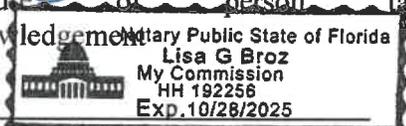
Reviewed by: Town Attorney

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 17th day of OCTOBER, 2023 by Rebecca Travis, Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ and (did/did not) take an oath.

LB
Signature of _____ of _____ person taking Acknowledgement



Signature of Acknowledger Typed, Printed or Stamped

Attachment A
Town of Highland Beach
LIFT STATION NO. 3 REHABILITATION - GENERAL CONSTRUCTION SERVICES
Fee Table 2023 (Updated 10-11-23)

Task No.	Task Description	Labor Classification and Hourly Rates								
		Principal Engineer \$193.02	Sr Engineer II \$170.99	Engineer II \$136.37		Sr Inspector \$131.12	Cadd \$113.29	Clerical \$76.58	Total Labor	Sub-Consultant Services
1	General Services During Construction									EDA
1.1	Pre-Construction Conference		3	3					\$922.08	
1.2	General Administration		65						\$11,114.35	
1.3	Submittal Review			20					\$2,727.40	
1.4	Monthly Meetings		27	9					\$5,844.06	
1.5	Payment Application Review		24	12					\$5,740.20	
1.6	Construction Clarifications (RFI's)			20					\$2,727.40	
1.7	Field Inspections/ Start Up			8					\$1,090.96	
1.8	Substantial & Final Inspections			8					\$1,090.96	
1.9	Certification of Construction Completion			2					\$272.74	
	Subtotal:	0	119	82	0	0	0	0	\$31,530.15	\$11,009.30
2	Resident Project Representative								\$0.00	EDA
	Subtotal:	0	0	0	0	320	0	0	\$41,958.40	
3	Grant Assistance			12					\$1,636.44	
	Subtotal:	0	0	12	0	0	0	0	\$1,636.44	\$0.00
	Labor Subtotal Hours	0	119	94	0	320	0	0		
	Labor Subtotal Costs	\$0.00	\$20,347.81	\$12,818.78	\$0.00	\$41,958.40	\$0.00	\$0.00	\$75,124.99	\$11,009.30
	Labor Total Costs	\$75,124.99								
	Subconsultant Costs Total	\$11,009.30								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$12,110.23								
	Reimbursable Expenses (printing, postage, mileage)	\$2,700.00								
	Project Total (Lump Sum)	\$89,935.22								



October 17, 2023

Mr. Jake Hurley, P.E.
Engineer III
Baxter and Woodman
1601 Forum Place, Suite 400
West Palm Beach, Florida 33401

Re: Lift Station No. 3 Upgrade
Town of Highland Beach, Florida

Dear Mr. Hurley:

We are pleased to submit our revised proposal for electrical engineering services for the above project. The following serves to provide an overview of the engineering services Electrical Design Associates, Inc. (EDA) intends to furnish on the above referenced project to Baxter and Woodman (BW). Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work. Our services shall include general services during construction and shall include the following:

The below services are based on an estimated construction schedule of 12 months to Substantial Completion of the lift station upgrade. The construction phase will start immediately following issuance of Notice to Proceed. Any work requested by BW and/or the Owner beyond the estimated construction schedule will be classified as supplemental services.

Task 1 – Construction Services:

1. **Pre-Construction Activities:** EDA shall attend the pre-construction meeting.
2. **Conformed Documents:** EDA shall prepare Conformed Drawings / As Bid For Construction Documents to reflect the construction set. EDA shall provide one (1) electronic PDF format set of the conformed documents. All additional reproduction to be completed by others.
3. **Shop Drawing Review:** EDA shall review and approve (or take other appropriate action in respect of) additional Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to

means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents. Budget is based on review of sixteen (16) submittals from EDA (including resubmittals, test reports and O&M manuals).

4. Issue Clarifications: EDA shall issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents. Budget is based on review of four (4) RFIs from EDA.
5. Construction Site Visits: EDA shall make up to two (2) visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
6. Startup: EDA shall assist BW, the OWNER and Contractor with start-up support and testing assistance for the project, witnessing field tests, and other startups needed to demonstrate successful operation of the system. It is assumed that the Contractor has performed all of the preliminary testing required to troubleshoot any and all systems prior to the field start-up of equipment, and the installation of the equipment has been reviewed by the Contractor and appropriate equipment manufacturers for conformance with the Contract Documents. The hourly estimate is based on one (1) visit for starting up of electrical equipment.
7. Substantial Completion: EDA shall provide one (1) site visit to assist BW and the OWNER in determining if the electrical work, or portions of the electrical work, have

been substantially completed in general accordance with the construction contract documents and that the definition of substantial completion has been met. EDA will assist BW in preparation of a final punch list as it relates to the electrical system improvements.

- 8. Final Completion: EDA shall perform a final site visit for each station to assist BW and the OWNER in determining if the electrical work has been completed in accordance with the construction contract documents; that the work is complete, including submission of all final documentation required by the Contractor.
- 9. Record Drawings: EDA shall prepare record drawings incorporating changes made during construction based on as-built information furnished by the Contractor; and provide one (1) set of electronic construction record drawings and electronic files of the record drawings in AutoCAD 2019 format.

SUPPLEMENTAL SERVICES - Any work requested by the OWNER that is not included in one of the items listed in any other phase will be classified as supplemental services.

Our scope of work shall be as outlined above and as per the attached estimate of work effort. Our fee for this work shall be \$11,109.30, lump sum, and shall be billed monthly based on the percentage of completion.

Very truly yours,

Dameion Donaldson, P.E.

ACCEPTED _____ DATE _____

**Lift Station No. 3 Upgrade
Town of Highland Beach, Florida
Estimate of Work Effort & Fee**

Date: 10/17/2023

	Principal		Senior Engineer		Engineer		Cadd Technician		Clerical/Admin		Totals	
	Hourly Rate	\$205.20	Hourly Rate	\$171.00	Hourly Rate	\$142.50	Hourly Rate	\$108.30	Hourly Rate	\$79.80		
	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Task 1 - Construction Services												
Precon Meeting	0	\$ -	4	\$ 684.00	0	\$ -	0	\$ -	0	\$ -	4	\$ 684.00
Conformed Documents	0	\$ -	1	\$ 171.00	1	\$ 142.50	2	\$ 216.60	1	\$ 79.80	5	\$ 609.90
Shop Drawing Review	2	\$ 410.40	16	\$ 2,736.00	10	\$ 1,425.00	0	\$ -	6	\$ 478.80	34	\$ 5,050.20
Issue Clarifications	0	\$ -	6	\$ 1,026.00	2	\$ 285.00	0	\$ -	2	\$ 159.60	10	\$ 1,470.60
Site Visits (2 @ 3 hrs each)	0	\$ -	6	\$ 1,026.00	0	\$ -	0	\$ -	0	\$ -	6	\$ 1,026.00
Startup (1 @ 4 hrs)	0	\$ -	4	\$ 684.00	0	\$ -	0	\$ -	0	\$ -	4	\$ 684.00
Substantial Completion (1 @ 3 hrs)	0	\$ -	3	\$ 513.00	0	\$ -	0	\$ -	0	\$ -	3	\$ 513.00
Final Completion (1 @ 3 hrs)	0	\$ -	3	\$ 513.00	0	\$ -	0	\$ -	0	\$ -	3	\$ 513.00
Record drawings	0	\$ -	2	\$ 342.00	0	\$ -	2	\$ 216.60	0	\$ -	4	\$ 558.60
Task 1 -Construction Services Total:	2	\$ 410.40	45	\$ 7,695.00	13	\$ 1,852.50	4	\$ 433.20	9	\$ 718.20	73	\$ 11,109.30
Total:	2	\$ 410.40	45	\$ 7,695.00	13	\$ 1,852.50	4	\$ 433.20	9	\$ 718.20	73	\$ 11,109.30

File Attachments for Item:

B. Approve and authorize Town staff to purchase an annual supply of sulfuric acid, sodium hydroxide and corrosion inhibitor chemicals from multiple vendors in an amount of \$173,008.40 for the Town's Water Treatment Plant operations.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *November 07, 2023*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Approve purchase of chemicals for water plant treatment operations

SUMMARY:

We are seeking approval for the procurement of specific chemicals purchased in bulk that are essential for the operation of the town's water treatment plant. These chemicals play a crucial role in ensuring the safety and efficiency of our water supply. We have researched and identified the enclosed suppliers who offer the best quality and value.

SATCO will provide the sulfuric acid for the budget year 2024. The sulfuric acid lowers the PH of the water to protect the membranes at our reverse osmosis water plant.

Odyssey Manufacturing will provide the sodium hydroxide for the budget year 2024. The sodium hydroxide is used to raise the PH level of the water for the hydrogen sulfite removal process.

Shannon Chemical Corporation will provide the corrosion inhibitor for the budget year of 2024. The corrosion inhibitor is necessary for protecting the distribution system piping from corrosion.

FISCAL IMPACT:

\$173,008.40; Already Budgeted in Water – Operating Supplies - Chemicals

ATTACHMENTS:

Yearly PO for SATCO \$54,855

Yearly PO for Odyssey Manufacturing \$60,800

Yearly PO for Shannon Chemical Corporation \$57,353.40

RECOMMENDATION:

Commission approval.



3710 Corporex Park Dr., Suite 205
Tampa, FL 33619
Telephone (813) 225-2000
Fax (813) 225-1001

August 3, 2023

Town of Highland Beach
3616 S. Ocean Boulevard
Highland Beach FL 33487

RE: Piggyback on Seacoast Utility Authority Bid No: 40-552342-22 Sulfuric Acid

To Whom it May Concern:

Sulphuric Acid Trading Company, Inc. (SATCO) agrees to allow the Town of Highland Beach to piggyback on Seacoast Utility Authority Bid No: 40-552342-22 Sulfuric Acid. Due to the Town needing a smaller volume delivered of approximately 9 to 11 short ton (approx. 1200-1500 gals) we would require a freight differential to make up for the minimum load of 24 short ton.

The price to Seacoast is \$318.00 per short ton. Including the freight differential of \$79.50, the total sales price would be \$397.50 per short ton (3.040875 per gallon) delivered to Town of Highland Beach.

The contract period for this agreement is valid through July 2, 2024, and has a one year renewal option remaining.

If you have any questions, please do not hesitate to contact our office.

We appreciate the Town's continued business.

Gratefully,

Brent Shonka

Brent Shonka
General Manager

SEACOAST UTILITY AUTHORITY

**ADMINISTRATIVE DIVISION
M E M O R A N D U M**

TO: Seacoast Utility Authority Board
FROM: Rim Bishop, Executive Director
DATE: June 14, 2023
RE: **WATER TREATMENT CHEMICAL – SULFURIC ACID**

Sulfuric acid is typically applied at two points in the membrane water treatment processes at Seacoast’s Hood Road Water Treatment Plan.

If needed, it is first applied to all incoming surficial raw water, lowering its pH to minimize potential membrane scaling and plugging. This preserves membrane efficiency and extends membrane life.

The second application point is in the membrane combined permeate stream – that is, treated water that has passed through the membranes on its way to degasification (odor removal). Lowering pH at this point optimizes sulfide removal through air stripping.

Sulfuric acid is delivered in tank trucks, loaded into Seacoast’s bulk storage tanks by the supplier, and dosed by chemical feed pumps controlled and maintained by the plant operations staff.

The board awarded a competitively bid, \$318/ton contract to the low bidder, Sulfuric Acid Trading Company, Inc. in June 2022. The supplier has offered to extend this contract through July 2, 2024 at no change in price. Staff recommends board approval.

RECOMMENDED MOTION

Motion to approve extension of Water Treatment Chemicals – Sulfuric Acid purchase agreement with Sulphuric Acid Trading Company, Inc. (Satco) through July 2, 2024, at a price of \$318 per ton estimated annual cost of \$1,771,578.00, as recommended by staff.

JM.1



3710 Corporex Park Dr., Suite 205
Tampa, FL 33619
Telephone (813) 225-2000
Fax (813) 225-1001

May 15, 2023

Ms. Jessica Decker
Seacoast Utility Authority
jdecker@sua.com

RE: Renewal Option Bid No. 40-552342-22

Dear Ms. Decker:

Sulphuric Acid Trading Company, Inc. (SATCO) is agreeable to the renewal of our existing contract under Bid No. 40-552342-22. The contract renewal for the period of 07/03/2023 through 07/02/2024 under the original terms, conditions, specifications and unit pricing.

We appreciate your continued business.

If you have any questions, please contact us (813)225-2000.

Gratefully,

Brent Shonka

Brent Shonka
General Manager



SEACOAST UTILITY AUTHORITY

SULFURIC ACID

BID NO: 40-552342-22

**BID OPENING: JUNE 3, 2022
2:00 PM**

4200 Hood Road
Palm Beach Gardens, Florida 33410
(561) 627-2900
www.sua.com

SEACOAST UTILITY AUTHORITY
BID NO: 40-552342-22
SULFURIC ACID
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SEACOAST UTILITY AUTHORITY

BID NO: 40-552342-22

SULFURIC ACID

INVITATION TO BID

Sealed bids, in duplicate, will be received by the Seacoast Utility Authority (SUA) in the procurement office located at 4200 Hood Road, Palm Beach Gardens, Florida 33410, for the subject project until 2:00 p.m. on June 3, 2022, then opened publicly at that time and read. All bids shall be in sealed envelopes with the following information plainly marked on the outside of the envelope:

**Bid No.40-552342-22, SULFURIC ACID, Seacoast Utility Authority,
Attn: Senior Procurement Specialist, 4200 Hood Road, Palm Beach Gardens, Florida 33410**

SUA posts its bidding documents on www.demandstar.com. The term "bidding documents" includes the invitation to bid and the contract documents (including all addenda issued prior to bid opening). SUA makes all reasonable efforts to ensure that information posted on DemandStar is accurate and up to date, although it does not warrant the accuracy and completeness of such data. Nevertheless, prospective bidders are advised that, in order to procure and keep abreast of addenda or other information, which may be pertinent or material to the bid, they should regularly consult the DemandStar website www.demandstar.com. DemandStar offers a free single-agency subscription, which includes free document downloads by registering at www.demandstar.com/register.rsp or calling (800) 711-1712.

If a bidder chooses to mail their bid packet, it must be in a second sealed envelope.

Bidders with technical questions concerning the bidding documents should contact Keith Haas at khaas@sua.com in writing.

Questions will be answered via an addendum and will be posted on DemandStar.

No bids may be withdrawn for a period of ninety (90) days after the scheduled closing date for the receipt of bids.

Bidder acknowledges that it will be capable of providing insurance coverages as required in these documents.

SUA reserves the right to reject any or all bids with or without cause, to waive technical errors and informalities, or to accept the bid, which in its judgment, best serves the public interest.

Seacoast Utility Authority
Jessica Moore, Clerk
PUB: Daily Business Review
April 28, 2022

CONDITIONS OF BID

1. Purpose

The purpose of this bid is to establish a contract for the purchase and delivery of sulfuric acid.

2. Bid Information

- a. The bids will be publicly opened in SUA's board room, located at 4200 Hood Road, Palm Beach Gardens, Florida, 33410, in the presence of procurement officials at the stated time and date.
- b. All bidders, or their representatives, are invited to be present.
- c. Any bids received after the specified time and date will not be considered. Any failure on the part of a bidder to comply with the specifications, terms, and conditions of the bid shall be a valid reason for the rejection of the bid.
- d. Any bid may be withdrawn up until the time set for opening of the bids. Any bid, not so withdrawn, shall, upon opening, constitute an irrevocable offer to provide SUA the described services until one or more of the bids has been duly accepted by SUA. Action on bids normally will be taken within 45 days of opening. However, no guarantee or representation is made herein as to the time between the bid opening and subsequent action by SUA.
- e. IF ANY BIDDER VIOLATES OR IS A PARTY TO A VIOLATION OF THE CODE OF ETHICS OF THE STATE OF FLORIDA, WITH RESPECT TO THIS BID, SUCH BIDDER MAY BE DISQUALIFIED FROM FURNISHING THE PRODUCTS FOR WHICH THE BID IS SUBMITTED AND SHALL BE FURTHER DISQUALIFIED FROM BIDDING ON ANY FUTURE BIDS FOR WORK OR PRODUCTS FOR SUA.

3. Competency of Bidders

- a. No proposal will be accepted from, nor will any contract be awarded to, any person or firm which is in default on any obligation to SUA or who has failed to perform faithfully any previous contract with SUA.
- b. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4. Award of Bid

- a. Award shall be made to a responsible bidder based upon the confirmed lowest TOTAL BID price submitted on Page E-1 and deemed by SUA to be in its best interest. Tie bids shall be decided in accordance with SUA's procurement policy. SUA reserves the right to award a bid in whole or in parts, whichever is deemed to be in the best interest of SUA.
- b. Before awarding a contract to a bidder, SUA reserves the right to require such bidder to submit such evidence of firm qualifications as it may deem necessary and may consider any evidence available to it, including financial, technical, and other qualifications and ability of a bidder, including past performance/experience with local utilities.
- c. SUA staff will recommend the award of the bid to the SUA board at a regularly or specially called board meeting (except for November and December, regular meetings of the SUA board normally occur on the fourth Wednesday of every month, at 3:00 p.m. EST). SUA staff may recommend multiple contracts or contingent contracts from submittals received from the proposals (should staff decide it is in the best interest of SUA).

5. Rejection of Irregular Proposals

Bids that contain any alteration, addition, condition, limitation, unauthorized alternates, or that show irregularities of any kind may be rejected by SUA as non-responsive or irregular. SUA reserves the right to waive any irregularities, technicalities, or informalities in any bid and to reject any or all bids.

6. Contract

- a. The submission of a bid will be deemed an offer by the bidder. The contract will be deemed awarded and validly entered into between the bidder and SUA when written notice to proceed has been given by SUA through its authorized agent or a purchase order has been issued to the successful bidder covering the same.
- b. The contract shall comprise the documents listed in the table of contents to the invitation to bid and all attachments to it. These documents shall constitute the entire agreement between the bidder and SUA. The contract will bind SUA and the bidder and their partners, successors, assigns, and legal representatives.
- c. The bidder agrees to comply with its covenants and the specifications for the services or goods, as expressed in the contract.
- d. In case of any default by the bidder, SUA may take such action as it deems appropriate, including, without limitation, an action for damages or specific performance.
- e. The price is firm for the contract period. The bidder acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contract requirements.
- f. The contract term shall be for one (1) year with the option to extend for two equivalent periods by mutual written consent of the vendor and SUA. A contract award is not a guarantee of work to be assigned.

7. Delivery of Goods. The provisions of this paragraph apply to bids for the provision of goods, materials, supplies, equipment, and similar items.
- a. All materials must conform to SUA shop specifications. Specialty items (items not included in the Standards) must be approved by SUA prior to purchase.
 - b. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - c. Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where U.L. has established such for the item(s) offered and furnished.
 - d. Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not SUA's intent to rule out the competition. Accordingly, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than the specified is bid, it is the vendor's responsibility to submit the bid brochures, samples, and/or detailed specifications on the items bid.

SUA shall be the sole judge concerning the merits of bids submitted. Bidders shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items, offered requires complete descriptive technical literature marked to indicate detailed compliance with specifications.
 - e. The items offered must be new (current production model at the time of the bid) and be equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period, the Bidder must repair and/or replace the item without cost to SUA, understanding that all replacements shall carry the same guarantee as to the original equipment. The Bidder shall make any such repairs and/or replacements immediately upon receiving notice from SUA.
 - f. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request be returned at the bidder's expense. Request for the return of samples must be indicated on the bid. Each sample must be labeled with the Bidder's name, bid number, and item number. Failure of a bidder either to deliver required samples or clearly identify samples as indicated may be reason for rejection of the bid.
 - g. When required, SUA may request full demonstrations of any item(s) bid prior to the award of any bid.
 - h. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or an independent laboratory. Bidders shall assume full responsibility for payment of all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidders' disposition of all items delivered in this category must be at no expense to SUA.

8. Insurance

Unless expressly waived by SUA and prior to commencement of work, the bidder shall provide SUA's procurement office with one or more current certificates of insurance demonstrating the required insurance coverage. Coverage must be maintained during the progress of the work. SUA may, at its sole election, require that it be named as an additional insured on such certificates.

9. Bidder's Representations

In submitting the bid, the bidder will be deemed to represent that:

- a. The bidder has examined copies of the invitation to bid and all the documents listed in the table of contents.
- b. The bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the work, and has made such independent investigations as the bidder deems necessary.
- c. The bidder has not divulged, discussed, or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid.

10. Bond

The bidder may be required to obtain a fidelity bond in an amount and issued by a surety company satisfactory to SUA, as may be set forth in the specific requirements.

11. Assignment

The successful bidder may not assign its bid or the contract without the prior written consent of SUA.

12. Disputes

In the event of any dispute concerning the invitation to bid, the bid submittal, the award of the bid, or the scope of the work to be performed pursuant to the bid, the following procedures shall apply:

- a. A bidder (protestor) must file a written protest with SUA within seventy-two (72) hours of the SUA's issuance and posting of a notice of award. The notice of award shall be posted at SUA's place of business, be supplied to all bidders, and shall contain therein an indication of the date and time on which the notice was posted at the SUA's place of business.
- b. The protest must be in writing and must identify the protestor and the bid in question, and shall include a summary of the basis of the protest. Such protest is considered filed when it is received by SUA.
- c. The hearing on the protestor's bid protest shall be conducted before the board of SUA. All hearings shall be open to the public, and a recorded record shall be kept of all hearings. Both the protestor and SUA shall be entitled to present evidence to the board.

- d. At the hearing, the burden of proof shall be upon the protester to show by clear and convincing evidence that the award should be overturned or that the apparent low bidder should be disqualified.
- e. SUA shall notify the protester and the intended awardee via email of the scheduled hearing's time, date, and location.
- f. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing, the board shall decide by majority vote (as calculated according to the interlocal agreement for SUA). Any such determination by SUA's board shall be final and binding. The protester's sole remedy, thereafter, shall be to petition to the Circuit Court of Palm Beach County, by certiorari, to show that the protester was denied fundamental due process.

13. Confidentiality of Information

Certain building plans, blueprints, schematic drawings, or other documents that depict the internal layout as structural elements of a building, water treatment facility, or other structure owned or operated by SUA may be deemed confidential and exempt from public disclosure. The bidder shall maintain all such records in confidence if required by SUA, and if the bidder is the successful bidder, the bidder will maintain that information and any other information relative to a project designated confidential in confidence.

CONDITIONS OF THE WORK AND CONTRACT

1. Work

The "work" is described in Section C – Specific Requirements. All work is to be performed in accordance with good judgment, accepted industry standards, and the bid documents, included in Sections 1-5.

2. Materials

Except as otherwise explicitly provided in the specific requirements, all equipment, materials, and articles incorporated in work covered by the contract are to be new and of the most suitable grade for the purpose intended. Further and unless otherwise specifically provided in the specific requirements, reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

3. Termination/Renewal

- a. SUA may, by written notice to the successful bidder (hereafter "Contractor"), terminate the contract if the Contractor has failed to perform the work in a manner satisfactory to SUA. The date of termination shall be stated in the notice. SUA shall be the sole judge of non-performance. SUA will not thereby be deemed to have waived any other rights or remedies available to it.
- b. If most of the work consists of the provision of services, SUA may cancel the contract upon 30 days' written notice for reasons other than cause.
- c. The term of the contract is outlined in the bid conditions. The contract may be extended for two (2) additional periods by the mutual, written consent of the Contractor and SUA.

4. Insurance

- a. The Contractor shall maintain at its sole expense the following insurance coverages and terms during the term of the contract and while it has personnel performing any work:
 - i. For the Contractor and any subcontractor engaged by it, workers' compensation insurance is in compliance with all laws for all persons performing any work. If any laborer, material man, or other employee is to be engaged in hazardous work under this contract and is not protected under the workers' compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, workers' compensation coverage judged adequate by SUA and meeting state and federal statutory requirements for the protection of such workers.
 - ii. Comprehensive general liability insurance and vehicle liability insurance, together with a broad form of comprehensive general liability endorsement, covering any all claims for injuries to persons performing any of the work, in an amount of not less than \$500,000 for injury to one person in one accident, occurrence or casualty and not less than \$1,000,000 for injuries to more than one person in one accident, event or casualty.

- iii. Property damage insurance in the amount of not less than \$500,000 per occurrence.
 - iv. Umbrella liability insurance of no less than \$1,000,000.
- b. The issuing company may cancel no required insurance without having provided written notice to SUA 30 days prior to cancellation, and this notice requirement shall be set forth in each certificate of insurance.
 - c. All insurance contracts and certificates of insurance shall be either executed or countersigned by a licensed resident agent of the insurance or surety company having a place of business in the state of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.
 - d. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by SUA. During the contract terms, insurance coverage shall be provided by companies qualified to do business in Florida and rated A- or better by AM Best. Should any of the Contractor's insurance carriers fail to maintain these required standards during the contract term, the Contractor shall immediately replace such insurance with insurance issued by a carrier that meets these standards. Failure to do so will be grounds for immediate termination of this contract by SUA. SUA reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5. Indemnification

The Contractor hereby agrees to indemnify and hold harmless SUA (and its directors, employees, agents, and independent contractors) from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, including loss of use, is caused in whole or in part by any intentional or negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by it or them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations irrespective of the negligence of any such party. The Contractor acknowledges that one (1) percent of the contract price represents specific consideration to the Contractor for the indemnifications set forth above and elsewhere in the contract. The monetary limitation of this indemnification obligation is \$1,000,000, which Contractor acknowledges bears a reasonable commercial relationship to the work to be performed or goods to be furnished pursuant to this contract.

6. Copyrights and Patent Rights

The Contractor covenants and warrants that there will be no violation of copyrights or patent rights in manufacturing producing, or selling the goods shipped or ordered because of this contract and further agrees to hold SUA harmless from all liability, loss, or expense occasioned by any such violation.

7. Occupational Health and Safety. Any Contractor delivering any "toxic substance" (as defined in Florida Statute 442.102(21)) shall furnish to SUA a "Safety Data Sheet" (SDS) with its initial shipment. The SDS shall be revised on a timely basis as appropriate and must include the following information:

- a. The chemical name and the common name of the toxic substance.

- b. The hazards or other risks in the use of the toxic substance, including (i) the potential for fire, explosion, corrosivity, and reactivity; (ii) the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and (iii) the primary routes of entry and symptoms of overexposure,
- c. The proper precautions, handling, practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of oral exposure,
- d. The emergency procedure for spills, fire, disposal, and first aid;
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information, and
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. Disputes

In the event of any dispute arising out of this contract, the prevailing party shall be entitled to an award of its attorneys' fees and costs through all levels of appeal.

9. Liability

Where the Contractor is required to enter or go upon SUA property to perform work (including delivering goods, materials, supplies, equipment, and similar items), the Contractor will be liable for any damages or loss to SUA occasioned by negligence or willful misconduct of the Contractor, or its agents, or any person the Contractor has designated in the completion of the work.

10. Law

The documents listed in the table of contents to the invitation to bid, and all documents attached to or incorporated therein, constitute the entire agreement between SUA and the Contractor concerning the work. The contract shall be governed by and interpreted in accordance with the laws of the state of Florida regardless of the location of the execution of the contract and notwithstanding any conflict of law questions to the contrary.

The venue for any action on the contract shall lie only in the Circuit Court of Palm Beach County, Florida. It is and shall be understood and agreed that SUA may act only through the SUA board. The Contractor may not rely on any representations by SUA other than as approved by the official action of SUA's board.

11. Payment

Terms of payment are outlined in the specific requirements.

12. Safety

The Contractor shall comply with all applicable safety regulations (OSHA, etc.) during the performance of the work. The Contractor shall provide necessary safety training for its employees and

verify that all equipment utilized complies with applicable safety regulations.

13. Licenses

The Contractor shall be properly licensed for work performed under this contract. Before commencing the work, the Contractor shall also obtain any other licenses, permits, insurance, etc., required to complete the work, including, without limitation, an occupational license from the municipality or county where the work is being performed.

14. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. Compliance with Public Records Laws

The bidder/Contractor agrees that it will comply with all public record laws, including, but not limited to, Florida Statute Section 119.0701, as amended from time to time. Specifically, and without limitation, and hereby agrees to:

- a. Keep and maintain public records that, ordinarily and necessarily, would be required by the public agency to perform that service.
- b. Provide the public with access to public records on the same terms and conditions that the SUA would provide the records and at a cost that does not exceed the price provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the SUA all public records in possession of the (bidder/seller/contractor) upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

16. E-Verify

According to Florida Statute Section 448.095, the Contractor or subcontractors may not enter into an SUA contract to provide services to a public employer's project unless all parties register with and use the E-Verify system. SUA shall not enter into or renew a contract with the Contractor that is not enrolled in E-Verify. All Contractors/subcontractors are required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. SUA has the right to terminate any non-compliant vendor/contractor/subcontractor.

17. Debarred Firms

The Contractor has not and will not award a subcontract, in connection with any contract award to it because of the submitted bid, to any firm that has been disbarred for non-compliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other federal law.

BID NO: 40-552342-22
SULFURIC ACID

**Certification of compliance with all conditions outlined in Section B,
"Conditions of the Work and Contract."**

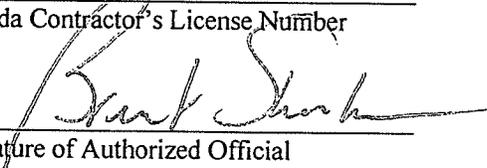
The bidder (Contractor) has or will comply with all conditions in said Section B.

Sulphuric Acid Trading Company, Inc.

Name of Firm Submitting Bid

Federal ID # 59-3424337

Florida Contractor's License Number


Brent Shonka

Signature of Authorized Official

Brent Shonka

Name of Authorized Official

General Manager

Title

Date: June 1, 2022

SPECIFIC REQUIREMENTS

1. **General**

The purpose of this specification document is to provide for the furnishing and delivery of Sulfuric Acid to the Seacoast Utility Authority's (SUA) Water Treatment Plant. The approximate annual requirements = 5,300 Tons.

2. Quantities stated are for Bidder's guidance only, and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for the 12 months. Said estimated amounts may be used for purposes of evaluating the low Bidder meeting the specifications set forth by SUA.
3. SUA requires a firm price for the Contract period. **NO** market adjustments to the product's price during the term of the existing contract will be allowed. All pricing shall be quoted to include the delivery point.
 - a. The only escalation that may be permitted is an increase in the freight rate. If the freight rate charge increases more than 15% from the start of the contract, proof of change and rate must be submitted to SUA for approval prior to making the rate effective.
 - b. Request for an increase in freight charges shall be accompanied by invoices, receipts, or any other documents showing a direct link to freight increase, such as a substantial increase in the price of fuel.
4. Bidder must demonstrate an active safety program from plant facilities to the delivery point, including:
 - a. Driver training in safe handling procedures
 - b. Routine safety inspection of delivery trucks
 - c. Compliance with I.C.C. and Florida D.O.T. Regulations
5. Sulfuric Acid shall be 93% H₂SO₄ in-tank quantities of approximately 3,500 gallons.
 - a. Shipping is by bulk in accord with applicable regulations. Bidder shall assure that each delivery truck is in A-1 mechanical condition conforming to ICC Spec. MC-310 and MC-311 for Sulfuric Acid, a hazardous chemical and will have the following:
 - b. A capable driver trained in the proper handling of sulfuric acid and the use and operation of the equipment and certification of training. Extreme care should be taken when handling sulfuric acid. Workers (drivers) trained in the handling are expected to wear proper protective clothing, goggles, and face shields. Observation of drivers performing this duty with disregard for safety procedures will not be tolerated.
 - c. Upon entering the Hood Road Water Treatment Plant, the driver must observe all safety policies, rules, and approved standard operating procedures. The vehicle's means of identification shall be required, and the net weight of liquid contents shall be with certified scale reading. These shall be provided to the plant operator on duty prior to any attempt to make delivery. The typical quantity of delivery is 3,500 gallons. Compressed air is available at the storage tank site if needed.

- d. The supplier shall supply all necessary connectors and hoses required to offload the sulfuric acid shipment into SUA's bulk storage tanks. Supplier shall coordinate with SUA to confirm compatible connections & fittings.
6. The vendor shall supply a list of no less than three references that can verify the use of the product in a membrane drinking water plant in the State of Florida.
7. The manufacturer or vendor shall furnish an affidavit attesting that the sulfuric acid complies with all applicable specifications referenced within this document.
8. Vendor shall certify sulfuric acid as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals Health Effects. The evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be achieved by a certification organization accredited by the American National Standards Institute. A copy of that certification shall accompany the bid.
9. The manufacturer or vendor shall submit to Seacoast Utility Authority (SUA) a certified analysis of each shipment. The analysis shall include % (by weight) H_2SO_4 content, iron, arsenic, lead, barium, cadmium, chromium, copper, cyanide, magnesium, mercury, selenium, and silver, and zinc contents. The iron content of the material shall not exceed 15 ppm of total iron, and the copper content of the material shall not exceed 2.0 ppm of total copper. If the acid does not meet these specifications, the load will be refused at no expense to SUA.
10. Successful vendor shall provide their Standard Operating Procedures for their drivers to SUA prior to the first delivery. A copy of the current Standard Operating Procedures for SUA shall be provided to the successful bidder prior to the first delivery. All procedures shall be reviewed for acceptance and in compliance with the provisions of OSHA, Subpart H, 1910.119, title "Hazardous Materials."
11. SUA will provide the latest information on the facilities OSHA 1910.120 Hazard Communication Program to the successful bidder. The vendor shall provide a list of approved drivers with their current training records and a copy of their driver's license. The approved drivers' list shall be maintained current.
12. The supplier of this product shall provide the most up-to-date version of the SDS sheet.
13. The supplier of this product shall provide safety training to all water plant personnel on the plant site at least once per year as arranged by SUA.
14. Each shipment shall include product analysis and a sample of not less than 50mL.

QUESTIONNAIRE SHEET

The BIDDER's responses to the following questions/requests will assist the Authority in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the Authority's sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

2. How many years has your organization been in business?

Sulphuric Acid Trading Company, Inc. (SATCO) has been in business since 1989.

3. Have you ever failed to complete work awarded to you; if so, where and why?

No

4. Provide the names, telephone numbers, and addresses of three corporations or individuals for which you have performed work in Palm Beach County of a type similar to the work which is the subject of this Bid. A listing of three such projects is preferred. However, at the Authority's sole discretion, a lesser number may be considered sufficiently responsive.

Palm Beach County System #3, Tom Hagar, 561-638-5086, 20 + years (active contract)

Collier County Regional WTP, Howard Brogeon, 239-252-5252, 24 + years (active contract)

City of Port St. Lucie, Bryan Hirsch, 772-863-6437, 14+ years (active contract)

5. Have your employees or Specialist personally inspected the site plan? Yes

6. The following is given as a summary of the Financial Statements of the undersigned. (List assets and liabilities and use insert sheet if necessary.)

Please see CONFIDENTIAL Financial Statements attached.

a. The correct name of BIDDER is: Sulphuric Acid Trading Company, Inc.

b. The business is a: Corporation

c. The address or principal place of business is:

3710 Corporex Park Drive, Suite 205, Tampa FL 33619

- d. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

Brent Shonka
Name

Title President, Secretary
Title

Toshiya Kitamura
Name

Title Director
Title

Christopher Clark
Name

Title Treasurer
Title

Hidenori Eto
Name

Title Director
Title

BID PROPOSAL
SULFURIC ACID

1. Price Quotation Data:

- a. Price of delivered Sulfuric Acid per ton \$ 318.00
- b. Terms of payment Net 30 days from date of invoice, subject to credit approval and limit.
- c. Will you extend the same prices, terms, and conditions to other governmental agencies within Palm Beach County? Yes x No

2. Delivery Data:

- a. STATE YOUR METHOD OF DELIVERY FROM POINT OF MANUFACTURE TO SEACOAST UTILITY AUTHORITY.

Delivery will be made by primary licensed chemical transportation provider.

- b. STATE YOUR ALTERNATIVE METHOD OF DELIVERY FROM POINT OF MANUFACTURE TO SEACOAST UTILITY AUTHORITY IN THE EVENT OF A TRANSPORTATION CRISIS INVOLVING TRUCK, SHIP OR RAILCAR.

In the event primary provider is unable to deliver, delivery will be made by a secondary

licensed chemical transportation provider.

3. Contact person for regular delivery order:

Name: Katie Bain

Address: 3710 Corporex Park Drive, Suite 205, Tampa FL 33619

Telephone number: (813) 225-2000

4. Contact person for emergency delivery order:

Name: Katie Bain

Address: 3710 Corporex Park Drive, Suite 205, Tampa FL 33619

Telephone number: (813) 225-2000

5. Technical Service Representative:

Name: Brian Despres

Address: 4041 Maritime Blvd., Tampa FL

Telephone number: (813) 247-1005

BID NO: 40-552342-22
SULFURIC ACID

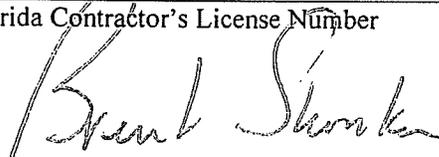
BIDDER REQUIRED FORMS AND SIGNATURE VERIFICATION

The following forms are required to be included along with this signed form in a bidder's submission, in the order noted below:

1. Bidder Required Forms and Signature Verification
2. Bid Proposal
3. Certification of Compliance with Conditions of the Work and Contract (attach page B-6)
4. Questionnaire – (including required attachments)
5. Certificate of Insurance
6. Materials Safety Data Sheet
7. Proof of Corporate Authority to Enter Into Agreements/Contracts
8. Safety Program

Sulphuric Acid Trading Company, Inc.
Name of Firm Submitting Bid

Federal ID # 59-3424337
Florida Contractor's License Number


Signature of Authorized Official

Brent Shonka
Name of Authorized Official

General Manager
Title

Date: June 1, 2022

(Attach Proof of Authorization)

**ACTION OF THE DIRECTORS
OF SULPHURIC ACID TRADING COMPANY, INC.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF ANNUAL MEETING**

The undersigned, constituting all the directors of Sulphuric Acid Trading Company, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the 1st day of DECEMBER, 2020, the following resolutions and the actions specified therein:

DELEGATION OF AUTHORITY TO GENERAL MANAGER

RESOLVED, that, effective 12/11, 2020, Brent Shonka, General Manager, is hereby authorized and directed to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in his capacity as General Manager, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

These Resolutions will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: _____

辻 亨也

Takuya Tsujigaki, Director 12/23/2020

EXECUTED: _____

田中 隆志

Takashi Tanaka, Director

Dec. 22, 2020

SULPHURIC ACID TRADING COMPANY, INC.
(A Wholly Owned Subsidiary of Sumitomo Corporation of Americas)

Financial Statements

March 31, 2021 and 2020
(With Independent Auditors' Report Thereon)



Mayer Hoffman McCann P.C.
13577 Feather Sound Drive, Suite 400 ☎ Clearwater, FL 33762
Main: 727.572.1400 ☎ Fax: 727.571.1933 ☎ www.mhmcpa.com

Independent Auditors' Report

To the Board of Directors
Sulphuric Acid Trading Company, Inc.:

We have audited the accompanying financial statements of Sulphuric Acid Trading Company, Inc. (a wholly-owned subsidiary of Sumitomo Corporation of Americas) ("SATCO") (the "Company"), which comprise the balance sheets as of March 31, 2021 and 2020, and the related statements of operations, shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SATCO as of March 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Mayer Hoffman McCann P.C.

July 23, 2021
Clearwater, Florida

SULPHURIC ACID TRADING COMPANY, INC.
(A Wholly Owned Subsidiary of Sumitomo Corporation of Americas)

Balance Sheets

March 31, 2021 and 2020
(In Thousands)

	2021	2020
Assets		
Current assets:		
Accounts receivable, trade	\$ 5,559	4,143
Sulphuric acid inventory	3,713	4,288
Income tax receivable from parent company	-	876
Due from parent company	8,772	-
Prepaid expenses and other current assets	265	94
Total current assets	18,309	9,401
Property, plant, and equipment:		
Terminal and equipment	37,625	35,761
Furniture, fixtures, and computer equipment	375	372
Automobiles	13	13
Construction in process	166	1,097
Total property, plant, and equipment	38,179	37,243
Less accumulated depreciation	(13,179)	(10,927)
Property, plant, and equipment, net	25,000	26,316
Right-of-use assets:		
Right-of-use assets	20,647	13,330
Less accumulated amortization	(1,776)	(920)
Right-of-use assets, net	18,871	12,410
Deposits and other assets	68	63
Total assets	\$ 62,248	48,190
Liabilities and Shareholder's Equity		
Current liabilities:		
Line of credit, related party	\$ -	21
Accounts payable, trade	757	445
Accounts payable to related parties	3,646	1,142
Lease liabilities	746	704
Income tax payable due to parent company	1,190	-
Unearned revenue	137	134
Accrued liabilities	1,395	1,919
Total current liabilities	7,871	4,365
Lease liabilities - non-current	19,041	12,129
Deferred tax liability	517	1,509
Total liabilities	27,429	18,003
Shareholder's equity	34,819	30,187
Total liabilities and equity	\$ 62,248	48,190

SULPHURIC ACID TRADING COMPANY, INC.
(A Wholly Owned Subsidiary of Sumitomo Corporation of Americas)

Statements of Operations

For the Years Ended March 31, 2021 and 2020
(In Thousands)

	2021	2020
Revenues:		
Sulphuric acid	\$ 40,669	25,994
Terminalling	2,235	1,655
Other	1	220
Total revenues	42,905	27,869
Cost of sales	28,779	21,582
Gross margin	14,126	6,287
Selling, general, and administrative expenses	8,538	6,169
Operating profit	5,588	118
Other income:		
Interest income, net	21	2
Other income, net	20	42
Other income	41	44
Income before income taxes	5,629	162
Provision for income taxes	1,388	79
Net income	\$ 4,241	83



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SULPHURIC ACID TRADING COMPANY, INC.

Filing Information

Document Number	P97000008780
FEI/EIN Number	59-3424337
Date Filed	01/29/1997
Effective Date	01/22/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/14/2010
Event Effective Date	NONE

Principal Address

3710 CORPOREX PARK DR STE 205
TAMPA, FL 33619

Changed: 12/14/2010

Mailing Address

3710 CORPOREX PARK DR STE 205
TAMPA, FL 33619

Changed: 12/14/2010

Registered Agent Name & Address

CF REGISTERED AGENT, INC
100 S. ASHLEY DRIVE
SUITE 400
TAMPA, FL 33602

Name Changed: 03/30/2016

Address Changed: 03/30/2016

Officer/Director Detail

Name & Address

Title President, Secretary

SHONKA, BRENT
 3710 CORPOREX PARK DRIVE
 SUITE 205
 TAMPA, FL 33619

Title Director

Kitamura, Toshiya
 3710 CORPOREX PARK DR STE 205
 TAMPA, FL 33619

Title Treasurer

Clark, Christopher
 3710 CORPOREX PARK DR STE 205
 TAMPA, FL 33619

Title Director

Eto, Hidenori
 3710 CORPOREX PARK DR STE 205
 TAMPA, FL 33619

Annual Reports

Report Year	Filed Date
2021	02/05/2021
2022	01/31/2022
2022	04/19/2022

Document Images

04/19/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
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02/12/2018 -- ANNUAL REPORT	View image in PDF format
07/19/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
06/12/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
06/06/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/14/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
11/08/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
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02/06/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/28/2011 -- ANNUAL REPORT	View image in PDF format
12/14/2010 -- Amendment	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Amendment	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/11/2008 -- ANNUAL REPORT	View image in PDF format
02/14/2007 -- ANNUAL REPORT	View image in PDF format
03/31/2006 -- ANNUAL REPORT	View image in PDF format
02/25/2005 -- ANNUAL REPORT	View image in PDF format
03/31/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
06/25/2002 -- Amendment	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
02/26/2001 -- ANNUAL REPORT	View image in PDF format
10/03/2000 -- Amendment	View image in PDF format
02/04/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
05/28/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- Domestic Profit Articles	View image in PDF format



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, April 12, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive

Suite 205

Tampa, FL 33619

United States

800-633-1358

813-225-2000

Facility : Stockton, CA

Sulfuric Acid

Trade Designation

Sulfuric Acid

Product Function

Corrosion & Scale Control

pH Adjustment

Max Use

50mg/L

Sulphuric Acid

Corrosion & Scale Control

pH Adjustment

50mg/L

Facility : Tampa, FL

Sulfuric Acid

Trade Designation

Product Function

Max Use

Sulfuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

Sulphuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds



Sulphuric Acid Trading Company, Inc.

3710 Corporex Park Drive
Suite 205
Tampa, Florida 33619
Telephone (813) 225-2000

Seacoast Utility Authority
Bid No: 40-552342-22
Sulphuric Acid

Certificate of Compliance

The sulphuric acid represented by this bid complies with all applicable specifications referenced herein and will be sourced from SATCO's Terminal in Tampa, Florida; certified by **ANSI/NSF Standard 60, the NSF Drinking Water Additives Certification Program**. This Certification represents that this product conforms to all applicable requirements of **NSF Standard 60** and all applicable program policies.



Sulphuric Acid Trading Company, Inc.

SAFETY DATA SHEET

This SDS complies with REACH 1907/2006 and 2001/58/EC, GHS REVISION 5, OSHA 29CFR 1910.1200

Issue Date: April 29, 2015

Revision Date: December 29, 2021

Section 1: Chemical Product and Company Identification

PRODUCT NAME: SULPHURIC ACID 93 – 99%
FORMULA: H₂SO₄
PRODUCT USE: Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

CHEMICAL SUPPLIER COMPANY NAME

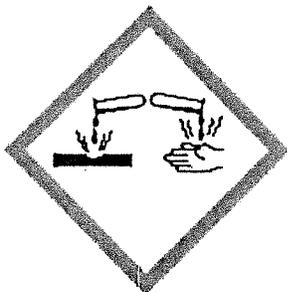
Sulphuric Acid Trading Company, Inc. (SATCO)
 3710 Corporex Park Drive, Suite 205
 Tampa, Florida 33619
 Information 800-633-1358
 Fax: 813-225-1001
 Safety Data Sheet Competent Person: Brian Despres satco@satcoinc.net

EMERGENCY TELEPHONE

Chemtrec U.S.-Canada: 800-424-9300
 Chemtrec International: 703-527-3887
 SATCO Emergency: 800-633-1358

Section 2: Hazards Identification

GHS Hazard Class



Skin Corrosive	Category 1
Eye Corrosive	Category 1
Acute Toxicity Oral	Category 5
Corrosive to Metals	Category 1

Signal word:

Danger

Hazard Statement:

H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H301	May be harmful if swallowed
H290	May be corrosive to metals

Precautionary	Prevention	P260	Do not breathe dusts or mists.
Statements:		P280	Wear protective gloves/protective clothing/eye protection/face protection.
		P264	Wash hands thoroughly after handling.
		P234	Keep only in original packaging.
	Response	P301+P330+P331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
		P303+P361+P353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
		P363 P304+P340	Wash contaminated clothing before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
		P310	Immediately call a POISON CENTER or doctor/physician.
		P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
		P312	Call a Poison Control center or doctor/physician if you feel unwell
		P390	Absorb spillage to prevent material damage
	Storage	P405 P406	Store locked up. Store in corrosion resistant container with a resistant inner liner.
	Disposal	P501	Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.
Hazards not otherwise classified (HNOC) or not covered by GHS: None			

HAZARD CLASSIFICATION:

Classified as hazardous based on IATA, IMDG, and DOT.

FIRE AND EXPLOSION:

Not considered flammable or combustible.

POTENTIAL HEALTH EFFECTS:

<0 % of mixture consists of ingredients of unknown acute toxicity

APPEARANCE:

Clear, colorless to amber (light)

Section 3: Composition, Information on Ingredients

PRODUCT COMPOSITION	APPROX %	CAS NO.	EINECS/ELINCS	CANADA DSL
Sulphuric Acid	>93	7664-93-9	231-639-5	Y
Water	<7	7732-18-5	231-791-2	Y

Some items on this SDS may be designated as trade secrets (TS). Bonafide requests for disclosure of trade secret information to medical personnel must be made in accordance with the provisions contained in 29 CFR 1910.1200 I 1-13.

Section 4: First Aid Measures

Description of First Aid Measures

Inhalation	Move victim to fresh air. If not breathing, provide CPR (cardio pulmonary resuscitation). Do Not use mouth-to-mouth if victim ingested or inhaled with substance: give CPR with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Get immediate medical attention.
Skin Contact	Immediately flush skin with running water for at least 15 minutes. (Pay particular attention to folds, crevices, creases, groin). Start flushing while removing contaminated clothing. While in transport continue applying cold, wet compresses. If medical treatment is delayed, repeat the flushing or immerse the affected area in cold water. Creams and ointments should NOT be applied before or during the washing process. Discard heavily contaminated clothing and shoes, otherwise wash clothing separately before reuse.
Eye Contact	Immediately flush eyes with running water for at least 15 minutes. Hold eyelids open during flushing. Get immediate medical attention.
Ingestion	DO NOT INDUCE VOMITING. Never give anything to an unconscious person. If victim is alert and conscious, rinse mouth with water to dilute material. Spontaneous Vomiting: have victim lean forward with head down to avoid aspiration. Rinse mouth and administer more water. Immediately contact local poison control center. Get immediate medical attention.

Most important symptoms and effects, both acute and delayed

Symptoms/Injuries after Inhalation	Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Symptoms/Injuries after Skin Contact	May be harmful if absorbed through skin. Causes skin burns. Causes skin irritation.
Symptoms/Injuries after Eye Contact	Causes severe eye burns. Causes eye irritation.
Symptoms/Injuries after Ingestion	May be harmful if swallowed.

Indication of any immediate medical attention and special treatment needed

Material is extremely destructive to tissue of the mucous membranes and upper respiratory tract, eyes, and skin., spasm, inflammation and edema of the larynx, spasm, inflammation and edema of the bronchi, pneumonitis, pulmonary edema, burning sensation, Cough, wheezing, laryngitis, Shortness of breath, Headache, Nausea, Vomiting, Pulmonary edema. Effects may be delayed, to the best of our knowledge; the chemical, physical, and toxicological properties have not been thoroughly investigated.

Section 5: Fire-fighting Measures

Suitable extinguishing media

Small Fire

Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

Large Fire

Flood fire area with large quantities of water while knocking down vapors with water fog. If insufficient water supply, knock down vapors only.

Unsuitable extinguishing media

No information available

Special hazards arising from the substance or mixture

Non-combustible
Hazardous combustion products: Releases of sulfur dioxide at extremely high temperatures.

Special remarks on Fire Hazards

Not flammable but highly reactive. Strong dehydrating agent, which may cause ignition of finely divided combustible materials on contact.

Special remarks on Explosion Hazards

Reacts violently with water with the evolution of heat. Reacts with most metals, especially when diluted. Hydrogen gas release (extremely flammable, explosive).

Protective actions fire-fighters

Wear standard protective equipment, self-contained breathing apparatus and full fire-fighting gear. Runoff from fire control may cause pollution. Neutralize run-off with lime or soda ash.

Further information

Use water spray to cool unopened containers.

Section 6: Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures

Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide sufficient ventilation, use respirator if ventilation is not satisfactory. Wear proper personal protective equipment (see Section 8).

Environmental precautions

Prevent further leakage or spillage if safe to do so. Prevent spills or contaminated rinse water from entering sewers or watercourses. Inform the local authorities if the product has caused environmental pollution.

Methods and materials for containment and cleaning up

Small Spills: Absorb with dry materials such as earth or sand. Place in a chemical waste container.

Large spills: Dike the spill with earth or sand if possible. Restrict access to area until completion of clean up. Ensure trained personnel conduct clean up. Use proper personal protection equipment (see Section 8). Prevent liquid from entering waterways or sewers. Collect into plastic containers for disposal. Call emergency services. Comply with Federal, Provincial/State and local regulations on reporting releases. (For disposal reference section 13).

Section 7: Handling and Storage

Precautions for safe handling

- Use only with adequate ventilation.
- Do not inhale vapors.
- Wear proper protective equipment when handling this material.
- Avoid contact with skin, eyes, or clothing.
- Wash hands and face after handling this material.

Conditions for safe storage, including any incompatibilities

- Keep container closed when not in use.
- Utilize chemical segregation.
- Follow all applicable local regulations for handling and storage.

Specific uses

Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

Section 8: Exposure Controls/Personal Protection

Control Parameters

PRODUCT COMPOSITION	ACGIH TLV	OSHA PEL	NIOSH REL
Sulphuric acid	0.2 mg/m ³	1 mg/m ³	1 mg/m ³

Exposure controls

- VENTILATION:** Always provide good general, mechanical room ventilation where this chemical/material is used.
- SPECIAL VENTILATION CONTROLS:** Use this material inside totally enclosed equipment, or use it with local exhaust ventilation at points where vapors can be released into the workspace air.
- RESPIRATORY PROTECTION:** Follow the OSHA respirator regulations found in 29 CFR 1910.134 or the CEN European Standards (EU). Use a NIOSH/MSHA or European Standard (EN) approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.
- PROTECTIVE GLOVES:** Neoprene, butyl, or nitrile rubber gloves are recommended.
- EYE PROTECTION:** Safety glasses or splash goggles with face shield.
- SKIN PROTECTION:** Complete personal protective equipment against chemical. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.
Recommended: Acid resistant rubber apron with long sleeves, boots.
- WORK/HYGIENE PRACTICES:** Avoid breathing vapor. Avoid contact with eyes. Wash hands after handling.
- OTHER EQUIPMENT:** Make safety shower, eyewash stations, and hand washing equipment available in the work area.

Section 9: Physical and Chemical Properties

	PRODUCT CRITERIA
APPEARANCE - COLOR:	Clear, colorless to amber (light)
PHYSICAL STATE:	Liquid (oily liquid, clear to turbid)
ODOR:	Odorless
ODOR THRESHOLD	Not available
PH	<1 (1% solution/water)
MELTING POINT/FREEZING POINT:	-31°F to 52°F (-35°C to 11°C)
INITIAL BOILING POINT AND BOILING RANGE:	379°F to 621°F (193°C to 327°C) at 760 mm Hg
FLASH POINT:	Not Applicable
EVAPORATION RATE:	Not available
FLAMMABILITY (Solid, gas)	Not Available
UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS	Not available
VAPOR PRESSURE	<1 Mm Hg, 77°F
VAPOR DENSITY (AIR = 1)	3.4 [Air = 1]
RELATIVE DENSITY (@25 °C):	1.84
SOLUBILITY(IES)	Yes (water)
OXIDIZING PROPERTIES	Not available
PARTITION COEFFICIENT: n-octanol/water	Not available
AUTO IGNITION TEMPERATURE	Not available
DECOMPOSITION TEMPERATURE	>340°C
VISCOSITY	28 – 36 cP @ 60°F

Section 10: Stability and Reactivity

Reactivity:	Reacts violently with water, organic substances and base solutions with evolutions of heat and hazardous mists.
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use will not occur. Reacts violently with water
Conditions to Avoid:	Heat, sources of ignition
Incompatibility (Materials to Avoid):	Bases, Halides, Organic materials, Carbides, fulminates, Nitrates, picrate's, Cyanides, Chlorates, alkali halides, Zinc salts, permanganates, e.g. potassium permanganate, Hydrogen peroxide, Azides, Perchlorates., Nitromethane, phosphorous, Reacts violently with: cyclopentadiene, cyclopentanone oxime, nitroaryl amines, hexalithium disilicide, phosphorous(III) oxide, Powdered metals
Hazardous Decomposition Products:	Possibility of decomposition if heated and in contact with sources of ignition. Release of toxic gases and vapors (sulfur oxides SO ₂ , SO ₃).

Section 11: Toxicological Information

GHS Required Criteria	Toxicity Criteria	Toxicity Information	Comments	Chemical Constituent
Acute Toxicity	LD50 (Oral/Rat):	2140 mg/kg		Sulphuric acid
	LC50 (Inhalation/Rat):	510 mg/m ³	2 hours	Sulphuric acid
Skin Corrosion/Irritation	Skin - Rabbit - Extremely corrosive and destructive to tissue.			Sulphuric acid
Serious Eye Damage / Eye Irritation	Eyes - Rabbit - Corrosive to eyes			Sulphuric acid
Respiratory or Skin Sensitization		Data not available		
Germ Cell Mutagenicity		Data not available		
Carcinogenicity		Not listed	NTP	
		Not listed	IARC	
		Not listed	OSHA	
Reproductive Toxicity		Data not available		
STOT -- Single Exposure		Data not available		
STOT -- Repeated Exposure		Data not available		
Aspiration Hazard		Data not available		

STOT = Specific Target Organ Toxicity

Section 12: Ecological Information

Toxicity:	Toxicity to fish LC50 - <i>Gambusia affinis</i> (Mosquito fish) - 42 mg/l - 96 h	Sulphuric acid
	EC50 - <i>Daphnia magna</i> (Water flea) - 29 mg/l - 24 h	Sulphuric acid
Persistence and degradability:	No information is available.	
Bioaccumulative potential	No information is available.	
Mobility in soil:	No information is available.	
PBT and vPvB assessment:	No information is available.	
Other adverse effects:	No information is available.	

Section 13: Disposal Considerations

Waste from residues/unused products: Follow the waste disposal requirements of your country, state, or local authorities. Contact a licensed professional, waste disposal service to dispose of this material. Dissolve or mix the material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber. Offer surplus and non-recyclable solutions to a licensed disposal company.

Contaminated packaging: Contaminated packaging material should be disposed of as stated above for residues and unused product.

Rinse: Do not dispose of rinse water containing product in a sanitary sewer system or stormwater drainage system.

Section 14: Transport Information

ROAD TRANSPORT:

ADR = International Carriage of Dangerous Goods by Road

UN NUMBER:	UN 1830
DOT PROPER SHIPPING NAME	Sulfuric Acid
DOT / ADR HAZARD CLASS:	Corrosive
DOT / ADR LABELS:	Class 8
PLACARD:	Corrosive, Class 8



DOT / ADR PACKAGING GROUP:	II
REPORTABLE QUANTITY (RQ)	1000 LBS (454 Kgs)

SEA TRANSPORT: IMDG

PROPER SHIPPING NAME	Sulfuric Acid
UN NUMBER SEA	UN 1830
CLASS:	8
PACKING GROUP:	II
EmS No.:	F-A, S-B
MARINE POLLUTANT:	No
SEA TRANSPORT NOTES:	Category C. For Steel drums Category B.

AIR TRANSPORT: IATA/ICAO

UN NUMBER:	UN 1830
PROPER SHIPPING NAME	Sulfuric Acid
HAZARD CLASS:	8
PACKAGING GROUP:	II

Section 15: Regulatory Information

TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

This product is in compliance with rules, regulations, and orders of TSCA. All components are listed on the TSCA Inventory.

SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) TITLE III SECTION 313 SUPPLIER NOTIFICATION:

This regulation requires submission of annual reports of toxic chemical(s) that appear in section 313 of the Emergency Planning and Community Right To Know Act of 1986 and 40 CFR 372. This information must be included in all SDS's that are copied and distributed for the material.

The Section 313 toxic chemicals contained in this product are: Sulfuric acid

CALIFORNIA PROPOSITION 65:

This regulation requires a warning for California Proposition 65 chemical(s) under the statute.

The California proposition 65 chemical(s) contained in this product are: None

STATE RIGHT-TO-KNOW TOXIC SUBSTANCE OR HAZARDOUS SUBSTANCE LIST:

Florida Toxic Substance(s):	Not listed
Massachusetts's hazardous substance(s):	Sulfuric acid
Pennsylvania hazardous substance code(s):	Sulfuric acid
New Jersey	Sulfuric acid

CANADA:

This SDS contains all of the information required by the Controlled Products Regulations (CPR).

WHMIS-INFORMATION:

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR), SOR/88-66, Current to February 20, 2012. The classes of controlled products listed in the CPR, Section 32, Part IV, have been reviewed and based on Professional Judgment this product has been determined to be WHMIS controlled as a corrosive material.

Sulphuric acid:

D1A - Poisonous and infectious material - Immediate and serious effects - Very toxic

E - Corrosive material

EUROPEAN UNION:

This product has been reviewed for compliance with the following European Community Directives: REACH 1907/2006; Regulation (EC) No 1272/2008 on classification, labeling, and packaging (CLP) of substances and mixtures. None of the chemicals used in this product are on the EU's REACH SVHC (Substances of Very High Concern) chemicals list (as of June 16, 2014).

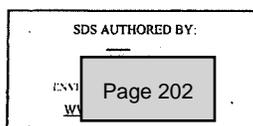
Section 16: Other Information

NFPA Rating:

Component	Health (Blue)	Flammability (Red)	Reactivity (Yellow)	Special (White)
SULPHURIC ACID	3	0	2	W

Initial issue date: April 29, 2015
 Final revision date: April 29, 2015
 Revision Number: 0
 Revision explanation: Initial version
 Information Sources: RTECS, ECHA, REACH, OSHA 29CFR 1910.1200

"Disclaimer: This document is generated to distribute health, safety and environmental data. It is not a specification sheet and none of the displayed data should be construed as a specification. Information on this SDS sheet was obtained from sources which we believe are reliable, and we believe that the information is complete and accurate. However, the information is provided without any warranty, express or implied, regarding its correctness. Some of the information presented and conclusions drawn are from sources other than direct test data of the substance. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may also be beyond our knowledge. It is the user's responsibility to determine the suitability of any material for a specific purpose and to adopt such safety precautions as may be necessary. If the product is used as a component in another product, this SDS information may not be applicable. For these reasons, we do not assume any responsibility and expressly disclaim liability for any loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of this product."



Product Sulphuric Acid

B.D.

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO.
13735
RENEWAL

OCC. CODE

380.003001 WHOLESALE MERCHANT/RETAIL SALES

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS SATCO
 4041 MARITIME BLVD
 TAMPA, FL 33605

2021 - 2022

NAME SATCO
 MAILING 3710 CORPCREX PARK DR STE 205
 ADDRESS TAMPA, FL 33619

Paid 20-626-004844
 07/20/2021 30.00

BUSINESS TAX RECEIPT

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AN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Receipt # 1267737 Control No. 0049215

For Period Commencing JULY 1ST, 2021 and ending September 30, 2022

Total: \$6,846.01 Dated 08/17/2021 Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
087620 087158 993000	INVENTORY CHEMICALS WHSL ADMIN HANDLING FEE	\$6604.49 \$231.52 \$10.00

Business Name and Address
SATCO
3710 CORPOREX PARK DR STE 205
TAMPA, FL 33619-1160

Business Name and Location
SATCO
4041 MARITIME BLVD
TAMPA FL 33605-6849

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sulphuric Acid Trading Company, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3710 Corporex Park Drive, Suite 205	Requester's name and address (optional)
6 City, state, and ZIP code Tampa, FL 33619	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		3	4	2	4	3	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>2/28/20</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding.



Date: 07/21/2021

Dear Sulphuric Acid Trading Co, Inc.,

This letter acknowledges that your employees are under a co-employment relationship with Landrum Professional Employer Services (LandrumHR). As a co-employer for these employees, LandrumHR is the employer of record for payroll processing, payroll tax reporting and for various other administrative purposes.

It is LandrumHR's firm policy that all persons are entitled to equal employment opportunity regardless of race, color, religion, gender, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, LandrumHR advises its clients to make every effort to employ and promote the most qualified individuals without regard to the above factors.

Additionally, as a service to you, LandrumHR has participated in the E-verify Program since June 4, 2004 (which is currently under the Department of Homeland Security). Since that time, any of your employees that were hired through LandrumHR were processed through the E-verify Program for I-9 purposes. LandrumHR's E-verify company ID number is 7547.

As applicable, we can provide the case detail that supports that certain employees of your Company are eligible to work in the United States and have been fully verified by the Department of Homeland Security.

Please direct any questions regarding these matters to my attention at (850) 476-5100.

Sincerely,

Michelle Roberts
Associate HR Director



Company Information

Company Name
Landrum Companies, Inc
DUNS Number
--

Company ID Number
7547

Doing Business As (DBA) Name
--

Physical Location

Address 1
6723 Plantation Road

Address 2
--

City
Pensacola

State
FL

Zip Code
32504

County
ESCAMBIA

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
592827838

Administrator
--

Total Number of Employees
10,000 and over

Parent Organization
--

Organization Designation

Employer Category
--

[View / Edit](#)



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Sulphuric Acid Trading Company Inc. (SATCO) 3710 Corporex Park Drive, Suite 205 Tampa, FL 33619	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy # 45780550

Liberty Mutual Insurance Company
 25% (\$5,000,000)

Policy # NYABZ03R003

Mitsui Sumitomo Insurance Company of America
 25% (\$5,000,000)

Policy # OLM2510005

Certificate holder is included as an Additional Insured as respects to General Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Landrum Human Resource Companies, Inc.
	PHONE (A/C, No, Ext): 850-476-5100 E-MAIL ADDRESS: COI@Landrumhr.com
	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 65825661

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA2-65D-428303-062	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage for Employees leased to but not subcontractors of Sulphuric Acid Trading Company, Inc.
 3710 Corporex Park Drive, Suite 205 Tampa, FL 33619.
 Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER**CANCELLATION**

Seacoast Utility Authority
 4200 Hood Rd
 Palm Beach Gardens FL 33410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chelsea Miller

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Miller

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Training Guide for Handling Sulfuric Acid (Strong Acids)

1. ACCIDENT PREVENTION

- i. While sulfuric acid's reactive properties make it invaluable in numerous industrial processes, its corrosive and reactive properties makes it extremely hazardous when it comes in contact with organic substances, such as the sugars, fats and proteins that make up human tissue.
- ii. Prompt emergency measures can help minimize the effects of an accidental burn, but the goal is prevention by consistently adhering to established safe operating procedures.
- iii. Dilution
 - a. Acid's reactive and corrosive nature and strong affinity for water create a special hazard when acid is being diluted. Although in daily life it comes naturally to add water to dilute a substance, you should never add water to sulfuric acid.
 - b. The first drops of water entering the acid will be attacked so ferociously they will boil, spattering undiluted acid out of the vessel. Instead, when diluting, always add the acid to the water slowly while stirring. The larger volume of water will absorb and dissipate the heat generated by the reaction.
 - c. Reactivity Hazards
 - d. Sulfuric acid by itself is not flammable. However, it will react with most metals, especially when dilute and hydrogen gas (extremely flammable and explosive) may be generated. Strict adherence to no-smoking rules and the use of hydrogen meters, spark-proof tools and inspection lamps is essential, especially if any activity is planned for the tank or piping system that may cause sparking (e.g., welding, hammering or cutting).
 - e. Sulfuric acid has a strong affinity for water and will react violently and generate heat when coming into contact with water or if mixing different strengths of sulfuric acid.
 - f. Sulfuric acid will react violently with alkaline solutions, metal powders, carbides, chlorates, fulminates, nitrates, picrates and strong oxidizing, reducing or combustible organic materials, all with the resulting evolution of heat and possible explosion hazard. Extra care and attention should be paid when acid is in a confined tank/container or vacuum truck to ensure their contents last contained are compatible or the tank has been washed and purged.
 - g. Sulfuric acid mist is a human carcinogen and good ventilation must be provided to keep mist concentrations below the exposure limits (0.2 mg/m³). Avoid breathing sulfuric acid mist and wear approved respiratory protection if adequate ventilation cannot be provided.
 - h. Hazardous gases are evolved if sulfuric acid comes in contact with chemicals such as cyanides, sulfides and carbides.

2. GENERAL PRECAUTIONS

- i. The properties of sulfuric acid dictate the design, fabrication and operation of storage facilities, as well as how sulfuric acid is handled. Its corrosive, reactive nature, strong affinity for water and high specific gravity are three major considerations. Before the construction

Training Guide for Handling Sulfuric Acid (Strong Acids)

- of a storage or handling system, advice must be obtained from a competent engineering department or consultant and codes and regulations must be recognized.
- ii. At each point where sulfuric acid is handled, there must be ready access to safety showers and eye wash stations. There must be a minimum of 15 minutes of warm water at a high enough volume to drench the user. Stations must be equipped with an automatic alarm system designed to summon help from adjacent areas. Safety showers must be supplied with 25 to 33 degree C (78 to 92 degree F) tepid water and have a minimum flow rate of 20 USGPM, be within a 10 second unobstructed walk on the same level as the hazard and be "weatherized" (freeze protected) to meet OSHA standards.
 - iii. The safe handling of sulfuric acid from tank trucks and tank cars by the application of air pressure or by gravity requires careful attention to proper procedures and should be conducted by trained personnel wearing proper protective clothing.
 - iv. Smoking or other sources of ignition should not be permitted near tank cars or trucks, whether full or empty. Tank cars and trucks should be accurately spotted at the unloading line. For safety reasons, it is recommended that at least two persons be present during unloading.
 - v. The hygroscopic nature of sulfuric acid means that any moisture entering a tank will be absorbed and, over time, will create a "weak acid" top layer which will be more corrosive than the concentrated acid resulting in a corrosion problem. If the storage tank content is not turned over frequently, this corrosive layer will result in corrosion rings on the inside of the tank, which will decrease the life of the tank or could actually result in a leak if allowed to continue.
3. Product Identification: Sulphuric acid (sulfuric)
 - i. Synonyms: oil of Vitriol, battery acid
 - ii. Formula: H₂SO₄
 4. Composition:
 - i. Less or more than 30% (UN1831) free sulfur trioxide
 - ii. Not more than 51% (UN2796)
 - iii. More than 51% (UN1830) including 98 & 93%
 - iv. Spent sulfuric acid (UN1832)
 5. Physical Data:
 - i. Appearance and Odor: Clear, colorless, odorless oily liquid
 - ii. Specific Gravity (H₂O=1 (8.334 lbs. per gal.) – 1.84 (15.3 lbs. per gal.)
 - iii. PH, 1% SOLUTION – Approximately 1
 6. Fire and Explosion Hazard Data:
 - i. Does not burn
 - ii. Reacts with many metals to form flammable and explosive hydrogen gas.
 - iii. Contact with water causes evolution of heat, and may cause spattering. (read SDS for more information dealing with emergency response precautions)
 7. Reactivity Data
 - i. Stability: stable under normal conditions.

S:\KC Trucking\TRAINING\training material\SULFURIC ACID

last updated: 7/30/14 (KMS)

THESE NOTES ARE TAKEN FROM AN SDS: (This is a summary and NOT a complete SDS)

Training Guide for Handling Sulfuric Acid (Strong Acids)

- ii. Incompatibility: Reacts with many metals to form flammable and explosive hydrogen gas.
 - iii. Reactive to water, strong alkalis, strong oxidizers, and combustible materials. (read SDS for more precautions)
8. Health Hazard Data:
- i. Ingestion: moderately toxic, Skin: Extremely irritating and corrosive, Eye Extremely irritating and corrosive. Inhalation: Highly toxic
9. First Aid:
- i. Do not induce vomiting
 - ii. Skin contact: Remove from contaminated area and immediately flush with large amounts of water for 20 minutes.
 - iii. Eye contact: Flush immediately with large amounts of water for at least 20 minutes. Hold eyelids away from the eyeball ensure thorough rinsing. Do not wait for symptoms to develop, get immediate help.
 - iv. Inhalation: Remove affected person from source of exposure. If not breathing then CPR. If breathing is difficult, then give oxygen. Keep affected person at rest. Give immediate medical attention.
10. Personal Protective Equipment (PPE)
- i. Do not wear Contact lenses
 - ii. Hardhat with Face shield & Velcro
 - iii. Goggles worn under face shield
 - iv. Splash bib attached with Velcro
 - v. Acid Jacket and Pants
 - 1. Proper maintenance of the suit
 - 2. Cuffs
 - vi. Gloves: PVC or Neoprene
 - vii. Boots, Acid resistant rubber with steel toe
 - viii. Prior to suiting up, the suit and "acid designated" gloves and boots should be checked for holes. Gloves can be checked by immersing them in water. Gloves should be loose enough to be easily removed in case acid enters them. To help prevent this, sleeves should be worn outside the gloves.
 - ix. Trouser cuffs should be worn outside the boots to prevent acid from draining into them.
 - x. For eye and face protection, a full-face shield with safety goggles must be worn. Requirement details vary by facility and work being performed. However, it is essential that eye protection is provided from all angles because the first reflex if splashed is to turn the head side to side. If desired, a full acid hood can be worn for additional protection.
11. Environmental Information:
- i. Reportable quantity: 1,000 lbs. or 65.23 gal.
 - ii. Do not apply water unless directed to do so
 - iii. Do not put water on leak area
 - iv. Do not get water inside container
 - v. Hydrated lime may be used to neutralize residue

Training Guide for Handling Sulfuric Acid (Strong Acids)

12. EQUIPMENT: (Ours and theirs)

- i. Hoses
 - a. Visual inspection prior to use
 - i. Proper hoses, made out of what material
 - ii. Damaged hoses
 - iii. Cross contamination
 - iv. Handling hoses
 - v. Clean connections
 - b. Fittings and connections
 - i. Cam-lock connections and "The Hosack Story"
 - ii. Customer connection and piping
 - 1. The TBW story
 - c. Chemical Resistance
 - i. SS 316 and 304
 - ii. Corrosion depends on area and concentration.

13. PROCEDURES

- i. Attendance requirements:
 - 177.834(i)(3) states: Except for unloading operations subject to §§ 177.837(d), 177.840(p), and 177.840(q), a qualified person "attends" the loading or unloading of a cargo tank if, throughout the process, he is alert and is within 7.62 m (25 feet) of the cargo tank. The qualified person attending the unloading of a cargo tank must have an unobstructed view of the cargo tank and delivery hose to the maximum extent practicable during the unloading operation.*
- ii. Proper Fittings: only authorized fitting are cam-lock and 4 bolt flange and dry disconnect, any other method of unloading must be approved by the VP, KCIT.
- iii. Filling of Totes and portable tanks: On occasion a customer will request that we unload our trailer into portable storage tanks (totes) while their operator uses a fill nozzle. This is a potentially dangerous operation and must be pre-approved by dispatch and pre-evaluated by the safety manager. Approved unloading is accomplished by gravity only and NOT using air pressure to pressurize the tank. Any deviations from KCIT's policy must be approved by the VP, KCIT.
- iv. Double checking, walk around after completing loading and unloading.
- v. Zero drip policy and the use of buckets
- vi. Communicating with the customer: Will the load fit?
- vii. Pressure relief valves and unloading: Check the pressure gauge to ensure that it does not exceed 30 psi.

14. PROPER PACKAGING AND SECUREMENT

Proper securement:

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last updated: 7/30/14 (KMS)

THESE NOTES ARE TAKEN FROM AN SDS: (THIS IS ONLY A SUMMARY AND NOT a complete SDS)

Training Guide for Handling Sulfuric Acid (Strong Acids)

- i. 177.834 (j) Except for a cargo tank conforming to § 173.29(b)(2) of this subchapter, a person may not drive a cargo tank motor vehicle containing a hazardous material regardless of quantity unless:
 - (1) All manhole closures are closed and secured; and
 - (2) All valves and other closures in liquid discharge systems are closed and free of leaks, except external emergency self-closing valves on MC 338 cargo tanks containing the residue of cryogenic liquids may remain either open or closed during transit.
- ii. Gaskets: Dome lid gaskets can be tan or black but not white. White gaskets are food grade and not resistant to strong acids or bases. Fittings: Black gaskets are usually rubber which is NOT resistant to sulfuric acid.
- iii. Volumes: Go over a calibration chart for familiarity.
- iv. Trailer inspections VIKT and what they mean: explain the process
- v. Proper equipment for the product i.e. using the proper liner for the acid strength. Explain the difference between products and the tanks that can haul them. A trailer lining gets its strength from a chemical and physical bond between the trailer and the coating. This bond can be broken by an incompatible chemical that the liner material was not engineered to resist, it can also be compromised by elevated temperatures, physical damage, such as chipping or scratching, and abrasion caused by suspended particles in the cargo. Seemingly weak chemicals can have a devastating effect on a liner where stronger ones might not.

15. SAFETY

- i. Site assessment
 - a. **Unsafe conditions** in the process; ordering; check-in; untrained plant personnel; mechanical loading system, or peripheral systems.
 - b. **Unsafe actions** can be caused by persons in the plant taking short-cuts, failing to communicate effectively, unsafe operation of equipment, and many other actions that can elevate risk to a dangerous level.
- ii. Safety Showers and Eye Wash Stations
 - a. Safety showers and eye wash stations with alarms must be located wherever acid is being handled, and must be checked daily.
 - b. Safety showers must be located within a **10 second unobstructed walk on the same level as the hazard**. Safety showers must be supplied with tepid water (25 to 33 degree C / 78 to 92 degree F) and provide a minimum 15 minutes of 20 USGPM flow rate to meet OSHA standards. If the possibility of freezing exists, freeze protection must be provided.
 - c. If the loading or unloading area has two levels, a safety station must be located on each level. Showers should also be located in nearby buildings, so that one is always accessible if a spill makes others unusable. Daily testing ensures correct operation and appropriate water temperature. Water should be tepid because an accident victim will have to stay under the shower for at least 15 minutes. An alarm, triggered automatically

Training Guide for Handling Sulfuric Acid (Strong Acids)

by the use of the shower or eye wash station, is a signal for co-workers to immediately provide assistance.

- iii. Under normal conditions some accumulation of pressure may occur in enclosed spaces, such as capped hoses, trailer, and piping.

16. Proper Fittings

- i. Use only proper cam-lock or 4 bolt fittings
 - a. Improper fittings and unusual requests

17. Filling totes or other containers

- i. You are not authorized to fill totes using your equipment
- ii. You may be dispatched to a customer that fills totes – there are strict guidelines and rules that must be followed by you and the customer.

18. Incidental Spills

- i. Emergency response
- ii. Notification
- iii. Clean-up

19. Non-Incidental Spills

- i. Spills on the highway
- ii. Unloading and loading stations
 - a. Emergency shut-off
 - b. Turn off the air supply and relieve the air pressure from the tank
- iii. Emergency response
 - a. In the event of a small spill, contain and neutralize the acid with soda ash, or lime. Then, from a safe distance, an experienced operator can dilute it using large quantities of water. Since the area will become slippery, care should be taken.
 - b. Know the legal notification requirements that apply to your site or business.
 - c. Larger spills should be contained and appropriate action taken. Clean-up and disposal should be carried out by experienced personnel or a qualified contractor. For containment and clean-up advice, you may call the NorFalco emergency response team at the phone numbers above. Ensure all response and remediation is done in compliance with applicable regulations.
 - d. Always refer to the Safety Data Sheet for details on the safe handling of sulfuric acid. Every company involved in the handling of sulfuric acid should develop its own emergency measures plan, which includes posting important contacts and phone numbers at key locations in the plant, and in training and operating manuals.
 - e. Notification

20. SECURITY

- i. Sulfur

21. CASE STUDIES: Unsafe actions that resulted in a spill

- i. Do not apply air pressure prior to opening the unloading valve.

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Training Guide for Handling Sulfuric Acid (Strong Acids)

- ii. Do not vent trailer going down the road.
- iii. Danger of putting residue back in the trailer.
- iv. Air pressure danger with acid mist.
- v. Leaving pressure on the trailer for someone else to get hurt.
- vi. Leaving acid in hoses for someone else.
- vii. Leaving acid trapped in lines at the customer.
- viii. Sticking the hose into the top of a tank.
- ix. Three way valves.
- x. Wrong tank.
- xi. Over flow.
- xii. Split load.
- xiii. Pressure left in your unloading line.
- xiv. Turning off the air too soon and acid traveling back to the tractor.
- xv. Air inlet valve left open.
- xvi. Workers in the unloading or loading area.
- xvii. Not pulling up the catwalk.
- xviii. Dome lid not closed.
- xix. Washing out trailer with a heel of SA.
- xx. Leaving acid in hose that was dropped for maintenance or pressure testing.
- xxi. Leaving acid in the discharge then sending it to the shop for maintenance.
- xxii. Dropping the loaded trailer without support.
- xxiii. Cross contaminating the load with previous product hauled.
- xxiv. Loading the wrong load or product.
- xxv. Delivering to the wrong customer.
- xxvi. Customer helping open and closing valves.
- xxvii. Wrong gasket material.
- xxviii. Bleed valve left open.
- xxix. Water hose left on at customer causing catch basin to overflow.
- xxx. Mechanical failure that punctured tank and driver did not relieve pressure.

Driver's Vehicle Inspections Policy

KC Industries Trucking, LLC is committed to following a strong daily inspection program. Department of Transportation (DOT) regulations require commercial motor vehicles to be inspected every day they are operated. Our daily inspection procedures will help prevent accidents and breakdowns, help avoid DOT penalties, and provide a sound basis for a good inspection and maintenance program. Daily inspection of vehicles will help prevent small problems from becoming big problems.

Driver's Vehicle Inspections Procedures

Driver Pre-trip Inspection

Each driver must be satisfied that equipment is in proper working condition prior to operating a vehicle.

This includes the following equipment:

- Service brakes, including trailer brake connections
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Wheels and rims
- Coupling devices
- Emergency equipment

Each driver must also be satisfied that cargo is properly distributed and secured. The vehicle's cargo or other objects must not obscure the driver's view or interfere with the driver's movement.

The driver will also review the last completed Driver's Vehicle Inspection Report (if and when such a report was required) to verify that any needed repairs were made to the vehicle. If an authorized signature certifies that defects were corrected or that correction was unnecessary, the driver shall sign the third signature line of the form. If the defects noted were not acknowledged by an authorized signature, the driver shall not drive the vehicle until the defects are handled appropriately.

Driver on-the-road inspections

Unless the driver has been ordered not to inspect the cargo or inspection is impractical, the driver must examine the cargo and its load securing devices within the first 50 miles of the trip and make any necessary adjustments.

Once on the road, the driver must reexamine his/her vehicle and cargo:

- at each change of duty status,
- after driving for 3 hours; or
- after driving for 150 miles,

whichever occurs first.

If a problem is found, the driver will either have the necessary repairs or adjustments made prior to operating the vehicle, or safely travel to the nearest repair facility. (See Vehicle Breakdown and Road Repair Procedure)

If the vehicle contains hazardous materials, the driver must examine its tires at the beginning of the trip and each time the vehicle is parked.

Driver post-trip inspection report

When a driver is done operating a vehicle for the day (including any trailers), he/she must inspect the vehicle and report any safety-related defects or deficiencies so repairs can be made before the vehicle is driven again.

Drivers of property-carrying vehicles must prepare and submit an inspection report even if there are no defects or deficiencies to report.

KC Industries Trucking, LLC will use an inspection report form that has an original and Vehicle inspections reports are to be done on the Qualcomm. copy (copies).

A sample of the inspection report form to be used is attached.

The vehicle must be identified on the report. The regulations require that any defects in the following equipment items be noted:

- Service brakes including trailer brake connections
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Coupling devices
- Wheels and rims
- Emergency equipment

The driver must also note any other defects that would affect the safe operation of the vehicle or result in its mechanical breakdown. The report must also indicate if no defects are found. The driver must sign the report.

No defects: When no safety related problems are reported by the driver, the driver submits Vehicle Inspection Reports done on the Qualcomm. copies of the inspection report to the Vehicle Inspection Reports done on the Qualcomm go to the Maintenance Department, Safety Department, and Operations Department..

Defects: When a driver reports safety related problems, he/she submits all copies to the On the Qualcomm.. The repair facility. will sign the report indicating that repairs have been made (or are not required to be made). The vehicle inspection report must be signed by the next driver to operate the vehicle.

The original copy of the inspection report and certification of repairs will be retained In the Qualcomm..

(enter your answer)

The original copies of inspection reports on which no defects were noted will be retained for 3 months.. The original copies of inspection reports on which defects were noted, and the certification of repairs, will be retained for 3 months..



Shannon Chemical Corp.
P.O. Box 376 Malvern, PA 19355 • Phone: (610) 363-9090 • Fax: (610) 524-6050

August 24, 2023

Town of Highland Beach
3616 S. Ocean Boulevard
Highland Beach, FL 33487

Attention: David Richards; Water Plant Superintendent

David,

Please accept this letter as **SHANNON CHEMICAL CORPORATION'S** approval and acceptance allowing the Town of Highland Beach to piggyback off the City of Marco Island contract for the fiscal year 2023-2024.

SHANNON CHEMICAL CORPORATION will supply the Town of Highland Beach with phosphate at a firm delivered price of \$2.47/#.

Respectfully,
SHANNON CHEMICAL CORPORATION

Daniel C. Flynn
President

City of Marco Island Florida



CONTRACT 2022-031-8:

Water and Wastewater Treatment Chemicals

Citric Acid ($C_6H_8O_7$) liquid
Phosphoric Acid 75% (H_3PO_4 corrosion inhibitor)

September 19, 2022

SHANNON CHEMICAL CORPORATION
P.O. Box 376
Malvern, PA 19355
Phone: (610) 363-9090

AND

CITY OF MARCO ISLAND
50 Bald Eagle Drive
Marco Island, Florida 34145
Phone: (239) 389-5000

SERVICE AGREEMENT

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT, made and entered into this 19th day of September, 2022, by and between SHANNON CHEMICAL CORPORATION, hereinafter called the "Contractor," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

WITNESSETH

1. **CITY APPROVAL OF BID/AGREEMENT:** The attached Contractor's bid (Exhibit "A") for ITB #2022-031 Water and Wastewater Treatment Chemicals, dated 8/19/2022, has been approved for contract award.

2. **COMMENCEMENT:** This is an annual contract for the initial two (2)-year term commencing on or about October 1, 2022, with an option to renew for an additional two (2) two (2)-year terms. After each contract period, price adjustment is allowed. However, price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

3. **STATEMENT OF WORK:** Water and Wastewater Treatment Chemicals as defined and specified in the bidding documents.

4. **COMPENSATION:** The City shall compensate the contractor for the satisfactory performance of work based solely on the services provided as may be ordered by the City from time to time during the term of this Agreement. Payments to the contractor for work completed shall be made in accordance with the bid unit price(s):

Citric Acid (C₆H₈O₇) liquid - \$22.37/gal DELIVERED

Phosphoric Acid 75% (H₃PO₄ corrosion inhibitor) -\$27.17/gal DELIVERED

5. **NOTICES:** All notices from the City to the Contractor shall be deemed duly served if mailed by registered or certified mail to the Contractor at the following address:

Daniel C. Flynn
Vice President - Operations
SHANNON CHEMICAL CORPORATION
P.O. Box 376
Malvern, PA 19355

All notices from the Contractor to the City shall be deemed duly served if mailed by registered or certified mail to the City at the following address:

Lina Upham
Purchasing and Risk Manager
Deputy City Clerk
City of Marco Island

50 Bald Eagle Drive
Marco Island, Florida 34145

The Contractor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Contractor. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Contractor is an agent of the City of Marco Island.

7. **PERMITS; LICENSES; TAXES:** In compliance with Section 218.80, F.S., all City permits necessary for the prosecution of the work shall be obtained by the Contractor. Payment of fees for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, Collier County, the State of Florida, and the U.S. Government now in force or hereafter adopted. The Contractor further agrees to comply with all laws governing the responsibility of an employer with respect to persons directly or indirectly employed by the Contractor.

8. **NO IMPROPER USE:** The Contractor will not use, nor cause or permit any employee or subcontractor to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

9. **TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other. Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor. The City shall be the sole judge of non-performance or cause.

10. **NO DISCRIMINATION:** The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

11. **INSURANCE:** All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- COMMERCIAL GENERAL LIABILITY LIMITS (MUST INCLUDE CONTRACTUAL LIABILITY)
 - \$ 2,000,000 AGGREGATE
 - \$ 1,000,000 EACH OCCURRENCE
 - \$ 1,000,000 PRODUCTS-OMP/OP
 - \$ 1,000,000 PERS & ADV INJURY
 - AUTOMOBILE LIABILITY
 - \$ 1,000,000 COMBINED SINGLE LIMIT (INCLUDE HIRED AND NON-OWNED LIABILITY)
 - WORKER'S COMPENSATION
 - STATUTORY
 - EMPLOYER'S LIABILITY
 - \$ 1,000,000 EACH ACCIDENT
 - \$ 1,000,000 DISEASE-POLICY LIMIT
 - \$ 1,000,000 DISEASE-EACH EMPLOYEE
- THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

(1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.

(2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.

(4) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.

(5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island
 Attn: Risk Manager
 50 Bald Eagle Drive
 Marco Island, Fl 34145

(6) Thirty (30) Days Cancellation Notice is required.

12. **INDEMNIFICATION:** The Contractor, in consideration of One Hundred Dollars (\$100), the receipt and sufficiency of which is accepted through the signing of this Agreement, shall hold harmless and defend the City of Marco Island and its agents and employees from all suits and actions, including attorneys fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or Work performed hereunder. This provision shall also apply to any claims brought against the City by any employee of the named Contractor, the Contractors' subContractor or sub-subContractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as listed in Section 4 above, or the Contractor's

limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100) of money received on the contract price herein is considered as payment of this obligation by the City.

This section does not pertain to any incident arising from the sole negligence of the City of Marco Island.

13. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the City Manager or his designee on behalf of the City. The Contractor shall only receive and act upon orders and directives issued by the City Manager, his designee, or the City's Purchasing and Risk Manager/Deputy City Clerk.

14. **COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of, by reference, the Contract Bidding Documents for: **Water and Wastewater Treatment Chemicals, ITB# 2022-031** and the Contractor's Bid submittal, attached, and thus made a formal part of the binding Agreement between the City and the Contractor.

15. **OFFER EXTENDED TO OTHER ENTITIES:** The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

16. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

17. **ACCESS TO RECORDS AND AUDIT CLAUSE:** All records, books, documents, papers and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.

18. **PUBLIC RECORDS:** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City. Upon request from City custodian of public records, Contractor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.

Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

Section 119.0701(2)(a), Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: MIKE SCHEFFIELD, CITY CLERK
Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145
Telephone number: 239-389-5010
Email: msheffield@cityofmarcoisland.com

19. **ANTI-LOBBYING:** Contractor warrants that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability. This provision shall not apply to Contractor's retention of an attorney on a non-contingent fee basis for purposes of negotiating this Agreement.

20. **SEVERABILITY:** Should any provision of the Agreement be determined by a court to be unenforceable; such a determination shall not affect the validity or enforceability of any other section or part thereof.

21. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Contractor.

22. **GOVERNING LAW, JURISDICTION AND VENUE:** The Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

23. **SAFETY, GOVERNMENTAL COMPLIANCE AND HAZARDOUS MATERIALS:** Contractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Contractor in addition to its own standards shall comply will all safety policies and procedures initiated by Contractor for the Project, including Contractor's policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Contractor shall immediately notify City of any injury to any of the Contractor's employees. Contractor shall require its personnel to attend any safety meetings the City might conduct and direct Contractor to attend.

Contractor agrees that in performing its Work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, or removed from the site, by Contractor's operations. The term "hazardous wastes, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. In the event Contractor encounters material reasonably believed to be hazardous wastes, chemicals or substances, Contractor shall immediately stop work in the area affected and report such condition to City in writing. Contractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Contractor shall be responsible for any and all claims and damages resulting from its use, handling, storage, removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will indemnify, defend and hold City harmless from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs and costs of all cleanup operations wherever and whenever required by any governmental authority or City.

24. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subContractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subContractors are found to have submitted a false certification; or if the Contractor, or its subContractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Contractor certifies that it and its subContractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on the Scrutinized Companies with Activities in Sudan List,

or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

25. **E-VERIFY:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Contractors will be subject to contract sanctions, up to and including contract termination.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

CONTRACTOR:
SHANNON CHEMICAL CORPORATION

Kevin Flynn
Corporate Secretary/Witness Secretary

[Signature]

2nd Witness (If Not Incorporated)

BY: Daniel C. Flynn, President

ITS: _____

President (If Incorporated)

Date: 09/21/22

[Corporate Seal]



ATTEST:

OWNER:
CITY OF MARCO ISLAND, FLORIDA

BY: Michael J. Sheffield
Michael J. Sheffield, City Clerk

BY: Michael A. McNeess
Michael A. McNeess, City Manager

Date: 10/6/22

Approved as to form and legal sufficiency for the use and reliance of the City of Marco Island only.

BY: Alan L. Gabriel
Alan L. Gabriel, City Attorney

Exhibit "A"

Contractor's bid for ITB #2022-031 Water and Wastewater Treatment Chemicals, dated 8/19/2022, is hereby incorporated by reference.

RE: CITY OF HIGHLAND BEACH SODIUM HYDROXIDE SUPPLY FOR FY 2024

Patrick Allman <PAllman@odysseymanufacturing.com>

Thu 10/26/2023 5:13 PM

To:David Richards <drichards@highlandbeach.us>

Dave,

My mistake. Your pricing will remain the same for next year at \$3.50 per gallon. Sorry for the confusion. Pat.

Patrick H. Allman

General Manager
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, Florida 33619
Office: (813) 635-0339
Fax: (813) 630-2589
Mobile: (813) 335-3444

From: David Richards <drichards@highlandbeach.us>
Sent: Thursday, October 26, 2023 1:23 PM
To: Patrick Allman <PAllman@odysseymanufacturing.com>
Subject: Re: CITY OF HIGHLAND BEACH SODIUM HYDROXIDE SUPPLY FOR FY 2024

Good afternoon Pat,

I see you wrote \$3.80 per gallon that our pricing will stay the same but right now we are paying \$3.50 per gallon. I just want to clarify the price before I put in the blanket PO for the year.

I attached one of our old invoices for you to see. We are able to take a full load of sodium hydroxide 50%.

Thank you for all your help with pricing!



Thank you,

David Richards

Water Plant Superintendent

Town of Highland Beach

3616 S. Ocean Boulevard

Highland Beach FL 33487

(561) 637-2036 Office

(561) 756-0689

(561) 278-2606 Fax
www.highlandbeach.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Highland Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Highland Beach.

From: Patrick Allman <PAllman@odysseymanufacturing.com>
Sent: Monday, September 11, 2023 6:17 PM
To: David Richards <drichards@highlandbeach.us>
Subject: CITY OF HIGHLAND BEACH SODIUM HYDROXIDE SUPPLY FOR FY 2024

David,

This is going to the Village of Tequesta Council meeting on October 12th. Your pricing will remain the same at \$3.80 per gallon for FY 2024. Thanks. Pat.

Patrick H. Allman
General Manager
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, Florida 33619
Office: (813) 635-0339
Fax: (813) 630-2589
Mobile: (813) 335-3444



ODYSSEY
MANUFACTURING CO.
January 4 2023

Robert "David" Ailstock
Water Plant Superintendent
Town of Highland Beach
3616 S. Ocean Blvd.
Highland Beach, FL 33487

Re: **BULK SODIUM HYDROXIDE SUPPLY**

Encl: (1) Village of Tequesta Sodium Hydroxide Piggyback

Dear David,

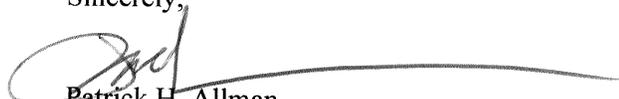
As a follow-up to your recent request, Odyssey Manufacturing Co. hereby offers to let the Town of Highland Beach piggyback the City of Lake Worth's bid for 50% sodium hydroxide (a.k.a. caustic) effective immediately through September 30, 2023 at the firm lump sum delivered price of \$3.50 per gallon (\$1,095 per dry ton). This price is fixed and there are no fuel surcharges or other adders. I have attached a copy of the Village of Tequesta's bid package, Odyssey's bid, the contract and the various amendments. Nate Litteral is the point of contact with the Village of Tequesta @ 540-221-0571. This proposal is made with the understanding that Odyssey Manufacturing would supply all of the Town of Highland Beach's bulk sodium hydroxide needs for its Utilities Department only. As part of the chemical supply, Odyssey will provide technical assistance to your facilities as required.

As you know, no one in Florida makes caustic for resale. Instead, it is shipped into the state by either rail or barge. Odyssey is the only entity with a rail terminal in southeast Florida (we have two 40,000-gallon tanks in Lantana). We also have access to a barge terminal in Tampa as a backup.

In addition to providing high quality sodium hydroxide, Odyssey is a licensed plumbing and general contractor who specializes in the design, installation and servicing of chemical systems. We have installed over 3,000 chemical systems in Florida and done service work for more than half of the utilities in Florida. We have provided a significant amount of technical assistance and service work to the water and wastewater treatment industry in the past and would agree to continue to do so as part of the proposed sodium hydroxide supply. We have installed the sodium hypochlorite systems at the nearby Broward County WWTP, Coconut Creek Booster stations, City of Miramar water and wastewater treatment plants and City of Margate water and wastewater treatment plants just to name a few in your area.

Thank you for your consideration. We look forward to the opportunity to continue to serve your sodium hypochlorite needs in the future. As in the past, our proposal includes unlimited technical assistance with regard to your plant's chemical systems at no charge. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

**FIFTH ADDENDUM TO THE AGREEMENT
FOR THE PURCHASE OF SODIUM HYDROXIDE
BY AND BETWEEN
THE VILLAGE OF TEQUESTA
AND
ODYSSEY MANUFACTURING COMPANY CO.**

THIS FIFTH ADDENDUM, made and entered into this 10th day of November 2022, effective immediately, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company CO., a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9th day of January 2020, is hereby amended in the following manner:

Section 1: The above-referenced Agreement shall be amended by increasing the pricing upon mutual agreement of the Parties from Nine Hundred Forty-Five Dollars (\$945.00) to One Thousand One Hundred and Ninety Dollars (\$1,190.00) per dry ton of 50% sodium hydroxide, as provided in Contractor's September 22nd, 2022, letter, which is fully incorporated into this Fifth Addendum and attached hereto as **Exhibit "1"**.

Section 2: The above-referenced Agreement shall further be extended by an additional year and shall now expire on September 30th, 2023.

Section 3: All other Sections and recitals of the above-referenced Agreement and amendments thereto shall remain in full force and effect.

Section 4: This Fifth Addendum shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the Contractor and the Village have signed and executed this Fifth Addendum on the second page of this Fifth Addendum, with an effective date as noted above.

ODYSSEY MANUFACTURING CO.

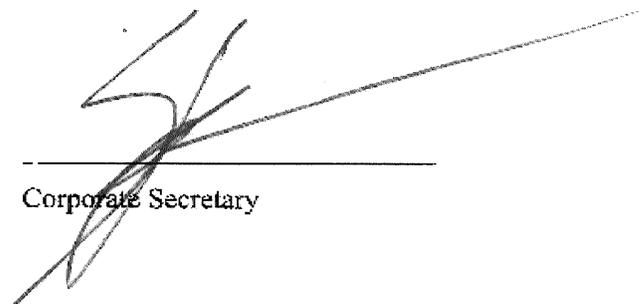


By: Patrick H. Allman
General Manager

(Corporate Seal)



ATTEST:



Corporate Secretary

VILLAGE OF TEQUESTA

By: Molly Young, Mayor

ATTEST:

Lori McWilliams,
Village Clerk

ODYSSEY MANUFACTURING CO.

By: Patrick H. Allman
General Manager

(Corporate Seal)

ATTEST:

Corporate Secretary

VILLAGE OF TEQUESTA



By: Molly Young, Mayor

ATTEST:





Lori McWilliams,
Village Clerk



ODYSSEY

MANUFACTURING CO.

September 22, 2022

Mr. Nate Litteral
Water Treatment Plant Superintendent
Village of Tequesta
901 North Dixie Highway
Tequesta, Florida 33469

Re: **CONTRACT TO SUPPLY BULK SODIUM HYDROXIDE TO THE VILLAGE
OF TEQUESTA UTILITIES DEPARTMENT – RFQ UTIL 04-19**

Encl: (1) Olin Price Increase letter dated July 15, 2022
(2) Producer Price Index PCU3251803251804

Dear Nate,

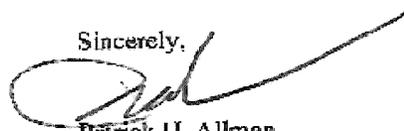
As you know, Odyssey Manufacturing Co. is currently supplying the Village of Tequesta sodium hydroxide (a.k.a. caustic) out of our rail terminal in Lantana, Florida for the past three years. The current pricing is \$940 per ton. Odyssey offers to renew its agreement for another year with the Village of Tequesta a \$1,190 per dry ton (this is equivalent to \$3.80 per gallon). This price is fixed and there are no fuel surcharges, delivery fees or other hidden charges. The new pricing would be effective October 1, 2022 through September 30, 2023.

As you know, there are no sodium hydroxide manufacturers in Florida. There are four companies in North America that ship caustic into Florida by either barge (three terminals in Tampa and one in Jacksonville) or rail (Odyssey has a rail terminal in Lantana and Sentry has one in Miami). This past quarter, Odyssey's price for sodium hydroxide was raised by \$250 per ton (see Enclosure (1)). As you can see from Enclosure (2), caustic costs have increased 65.4% in the past twelve months. Factoring in the previous increase earlier this year, your overall increase is 59.7% which is still less than the PPI. We will also assume the risk of future increases for the upcoming fiscal year.

Staying with Odyssey, the Village of Tequesta will achieve improved reliability over other suppliers in that the caustic will be delivered from our terminal less than 30 minutes away. We also have access to a barge terminal in Tampa as a backup. Lastly, our drivers practice safe handling practices and do not put the wrong chemical in the wrong tank (something you have experienced on more than one occasion with other companies). Additionally, Odyssey is proposing to sell the Village of Tequesta membrane grade caustic. This is much purer and has fewer heavy metals than the diaphragm caustic used by other utilities.

Thank you for your consideration. We look forward to the opportunity to serve your sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2689



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼

include graphs include annual averages [More Formatting Options](#) ➔

Data extracted on: September 21, 2022 12:45:38 PM

PPI Industry Data

Series Id: PCU3251803251804
 Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Sodium hydroxide (caustic soda); not seasonally adjusted
 Industry: Other basic inorganic chemical manufacturing
 Product: Sodium hydroxide (caustic soda)
 Base Date: 198012

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016										301.3	311.9	314.4
2017	322.7	339.9	337.0	340.0	338.1	337.6	338.9	348.0	350.7	357.4	372.5	377.9
2018	378.9	430.7	435.6	423.0	440.5	442.4	438.2	436.1	427.1	433.8	423.9	417.6
2019	422.3	411.4	425.2	417.7	411.7	408.6	403.3	404.7	401.5	396.3	397.6	389.6
2020	383.4	373.5	372.9	373.9	381.5	381.7	385.5	387.8	384.0	386.9	374.6	373.2
2021	372.6	371.6	376.1	387.5	381.8	403.9	418.128	428.902	441.086	469.401	475.981	502.065
2022	575.850	561.775	582.568	589.714	643.308(P)	657.848(P)	702.225(P)	706.050(P)				

P: Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0003

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov Contact Us



438 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4650 • Fax: 423/336-4850
Internet Address: www.olinchloralkali.com

July 15, 2022

SUBJECT: Caustic Soda Price Increase Announcement

Dear Customer:

Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is amending and restating its Caustic Soda Price Increase Announcement dated June 30, 2022.

Effective immediately, or as contract terms permit, Olin is increasing the off-schedule prices of caustic soda as follows: Commercial Grade (diaphragm) caustic soda by \$200 per dry short ton (DST) in the U.S. and C\$280 per dry metric ton (DMT) in Canada; and Membrane Grade caustic soda by \$250 per DST in the U.S. and C\$355 per DMT in Canada, not to exceed our list price.

Prices are per net ton, 76% Na₂O basis, ex. works.

Olin will continue to strictly adhere to an order control program and will be revising our allocation percentage to less than 100%, as contract terms permit. Lead times for all orders will be strictly adhered to in the following manner: 72 hours for truck shipments, 14 days for railcar shipments, and 30 days for barge shipments.

Your account manager will be in contact with you to answer any questions you may have regarding this price increase announcement and factors driving the current price increase.

We appreciate your business and your confidence in selecting Olin as your supplier.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Tessier".

Todd Tessier
Marketing Director, North America Caustic Soda
Olin Chlor Alkali Products and Vinyls

**FOURTH ADDENDUM TO THE AGREEMENT
FOR PURCHASE OF SODIUM HYDROXIDE
BY AND BETWEEN
THE VILLAGE OF TEQUESTA
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FOURTH ADDENDUM, made and entered into this 13th day of October 2022, effective immediately, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9th day of January, 2020, is hereby amended in the following manner:

Section 1: The above-referenced Agreement shall be amended by increasing the pricing upon mutual agreement of the Parties from Nine Hundred Forty-Five Dollars (\$945.00) to One Thousand One Hundred and Ninety Dollars (\$1,190.00) per dry ton of 50% sodium hydroxide, as provided in Contractor' s September 22nd, 2022, letter, which is fully incorporated into this Third Addendum and attached hereto as **Exhibit "A"**.

Section 2: The above-referenced Agreement shall further be extended by an additional year and shall now expire September 30th, 2023.

Section 3: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

Section 4: This Fourth Addendum shall be attached to the current Agreement and shall become a part thereof.

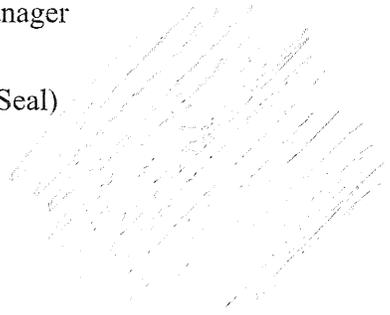
IN WITNESS WHEREOF, the Contractor and the Village have signed and executed this Fourth Addendum on the second page of this Fourth Addendum, with an effective date as noted above.

ODYSSEY MANUFACTURING CO.

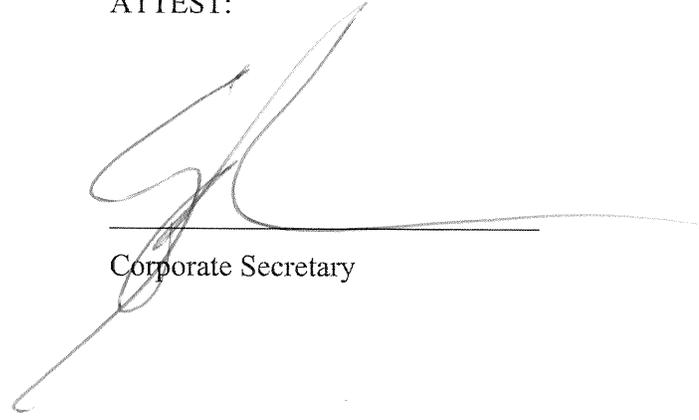


By: Patrick H. Allman
General Manager

(Corporate Seal)



ATTEST:



Corporate Secretary

VILLAGE OF TEQUESTA

By: Molly Young, Mayor

ATTEST:

Lori McWilliams,
Village Clerk

**THIRD ADDENDUM TO THE AGREEMENT
FOR PURCHASE OF SODIUM HYDROXIDE
BY AND BETWEEN
THE VILLAGE OF TEQUESTA
AND
ODYSSEY MANUFACTURING COMPANY**

THIS THIRD ADDENDUM, made and entered into this 14th day of April 2022, effective immediately, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9th day of January, 2020, is hereby amended in the following manner:

Section 1: The above-referenced Agreement shall be amended by increasing the pricing upon mutual agreement of the Parties from Seven Hundred Forty-Five Dollars (\$745.00) to Nine Hundred Forty-Five Dollars (\$945.00) per dry ton of 50% sodium hydroxide, as provided in Contractor's March 28, 2022 letter, which is fully incorporated into this Third Addendum and attached hereto as Exhibit "A".

Section 2: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

Section 3: This Third Addendum shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the Contractor and the Village have signed and executed this Third Addendum on the second page of this Third Addendum, with an effective date as noted above.

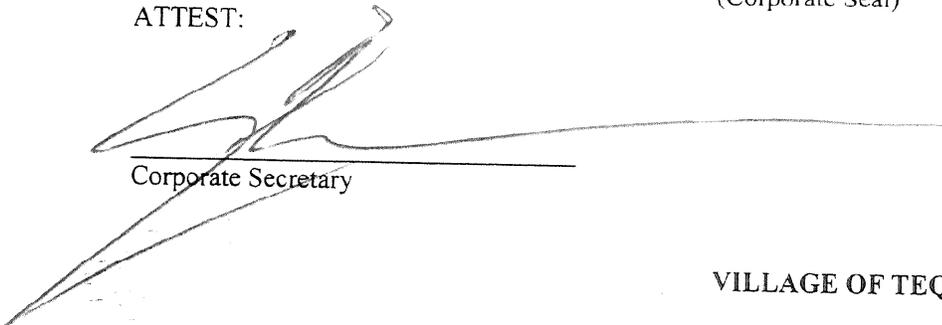
ODYSSEY MANUFACTURING CO.



By: Patrick H. Allman,
General Manager

(Corporate Seal)

ATTEST:



Corporate Secretary

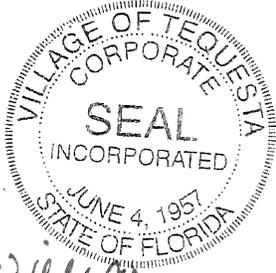
VILLAGE OF TEQUESTA



By: Molly Young, Mayor

(Seal)

ATTEST:



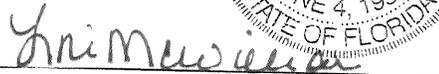

Lori McWilliams, MMC
Village Clerk

EXHIBIT A

ODYSSEY
MANUFACTURING CO.

March 28, 2022

Mr. Nate Litteral
Water Treatment Plant Superintendent
Village of Tequesta
901 North Dixie Highway
Tequesta, Florida 33469a

**Re: SODIUM HYDROXIDE SUPPLY AGREEMENT TO THE VILLAGE OF
TEQUESTA WATER TREATMENT FACILITY**

Encl: (1) Producer Price Index (PPI) for PCU3251803251804
(2) UNIVAR e-mail to P. Allman dated March 21, 2022

Dear Mr. Litteral,

As you know, Odyssey Manufacturing Co. is currently supplying the Village of Tequesta sodium hydroxide at a delivered price of \$740 per ton under an agreement dated January 9, 2020 (the "Agreement"). The Agreement expires on October 1, 2022 and has no more renewals. Due to extraordinary market conditions, the price has been rising significantly each quarter for the past twelve months and in particular for the upcoming quarter. As such, Odyssey requests a change order to raise its pricing from \$745 per ton to \$945 per ton effective April 11, 2022. This pricing represents our breakeven cost without any profit.

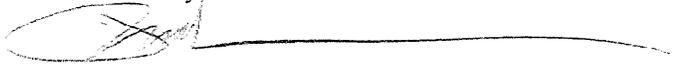
There are no sodium hydroxide manufacturers in Florida and basically four companies produce it in North America and ship it to distributors by either barge or railcar. Odyssey receives railcar shipments at its terminal in Lantana, Florida. During the past twelve months, over 20% of the manufacturing capacity for caustic has been shutdown unexpectedly. There is no new plant construction in process and at this point it would take five years to bring on additional capacity in North America. Because of supply chain issues, barge caustic from Europe which may have helped ease this supply situation has not been available. As such, prices have significantly escalated each quarter for the past year. Attached is a Producer Price Index for caustic (which lags market by 3 - 4 months) showing that the pricing has increased by 57.5% in the past twelve months (see Enclosure (1)). Odyssey's pricing for the upcoming quarter from its supplier UNIVAR is \$885 per dry ton (see Enclosure (2)). When you factor in another \$60 per dry ton to deliver it, our breakeven pricing is \$945 per dry ton.

Thank you for your consideration. As we discussed, this is a force majeure situation in that no one could have reasonably predicated what is going on in the marketplace and the impacts of the war in Ukraine on commerce. We look forward to the opportunity to serve your sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
www.odysseymanufacturing.com

1484 MASSARD BLVD • TAMPA, FL 33610 • (813) 335-0888 • FAX (813) 630-2689

Sincerely,



Patrick H. Allman
General Manager

Accepted for the Village of Tequesta

Name/Title

Patrick Allman

From: Melissa Peery <melissa.peery@UnivarSolutions.com>
Sent: Monday, March 21, 2022 10:28 AM
To: Patrick Allman
Subject: RE: Contract Extension

Good morning Pat,

It looks like going into Q2 we are going to be in the high 800's. With the recent increase we've seen and the state of the market we've come to settle at \$885/DST for Q2. Is this price something you may be able to agree with? Please let me know if you'd like me to start the extension process or if you would like to have a call to discuss this further I can set that up this week as well.

Thank you,

Melissa Peery
Sales Account Manager II - BCD
Univar Solutions

C: 904-909-9316

melissa.peery@UnivarSolutions.com
UnivarSolutions.com



From: Patrick Allman <PAllman@odysseymanufacturing.com>
Sent: Wednesday, March 16, 2022 4:16 PM
To: Melissa Peery <melissa.peery@UnivarSolutions.com>
Subject: RE: Contract Extension

CAUTION: EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.

Melissa,

Quarterly Pricing is OK. Thanks. Pat.

From: Melissa Peery <melissa.peery@UnivarSolutions.com>
Sent: Wednesday, March 16, 2022 3:34 PM
To: Patrick Allman <PAllman@odyssevmanufacturing.com>
Subject: Contract Extension

Good afternoon Pat,

I am working on your contract extension now and after speaking with Maarten we wondered if you may be open to quarterly pricing as opposed to a set price throughout the end of the year. As you can imagine with rising energy costs and the situation in the Ukraine the market has been dramatically impacted and we are finding that caustic is becoming

increasingly tight. If we were to do set pricing now it may be higher than what we may see a few months down the road. Of course if you prefer set pricing we will provide that but we think you may benefit more from quarterly pricing. Please let me know your thoughts.

Thank you,

Melissa Peery

Sales Account Manager II - BCD
Univar Solutions

C: 904-909-9316

melissa.peery@UnivarSolutions.com
UnivarSolutions.com





Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022

include graphs include annual averages

[More Formatting Options](#)

Data extracted on: March 28, 2022 (9:42:38 AM)

PPI Industry Data

Series Id: PCU3251803251804
Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Sodium hydroxide (caustic soda), not seasonally adjusted
Industry: Other basic inorganic chemical manufacturing
Product: Sodium hydroxide (caustic soda)
Base Date: 198012

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016										301.1	311.9	314.4
2017	322.7	339.8	337.0	340.0	338.1	337.6	338.9	348.9	350.7	357.4	373.5	377.9
2018	378.9	430.7	435.6	423.0	440.5	443.4	438.2	436.1	437.1	435.9	423.9	417.6
2019	412.3	411.4	425.2	417.7	411.7	408.6	403.3	404.7	401.5	396.3	392.6	389.6
2020	383.4	375.5	372.9	373.9	381.5	381.7	386.5	387.8	384.0	386.9	374.6	373.2
2021	372.6	371.6	376.1	397.5	381.6	403.9	418.126	426.902	441.086	469.401	475.981(P)	502.066(P)
2022	575.880(P)	585.123(P)										

P: Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

$$585.123 - 371.6$$

$$= \frac{\quad}{371.6}$$

$$= 57.5\% \text{ in } 7\text{-st } 12 \text{ months}$$



July 13, 2021

Mr. Nate Litteral
Water Treatment Plant Superintendent
Village of Tequesta
901 North Dixie Highway
Tequesta, Florida 33469

Re: **CONTRACT TO SUPPLY BULK SODIUM HYDROXIDE TO THE VILLAGE OF TEQUESTA UTILITIES DEPARTMENT – RFQ UTIL 04-19**

Encl: (1) Olin Chloralkali Products and Vinyls Supply Letter dated August 5, 2021

Dear Nate,

As you know, Odyssey Manufacturing Co. “Odyssey” and the Village of Tequesta entered into an Agreement dated January 9, 2020 whereby Odyssey would supply sodium hydroxide (a.k.a. caustic soda) to the Village of Tequesta’s water treatment plant. This contract ends on October 1, 2021 (it was renewed once already) and has one more renewal remaining. Odyssey agrees to renew the contract for the final time effective October 2, 2021 through October 1, 2022 at a new delivered price of \$745 per ton.

As you know, we are in a period of unprecedented inflation in this country not seen since the 1970’s. Chemical pricing and costs in particular have gone through the roof over the past six months. The current pricing is \$570 per dry ton. The new pricing of \$745 per ton represents only the increases that have been passed onto us this year by our supplier, Olin (see Enclosure (1)). Olin is the largest chemical manufacturer in the world. There are no sodium hydroxide manufacturers in Florida, and we have rail terminals in Tampa and Lantana where we get the product shipped to us by railcar. We break the product down into on-site tanks and then ship it out by our tanker fleet. In addition, sodium hydroxide is in very short supply. We have allotments from Olin based on our last year’s volume and thus have guarantees behind us to be able to supply the Village of Tequesta.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. We appreciate your support and continued business.

Sincerely,

Patrick H. Allman
General Manager



CHLOR ALKALI
PRODUCTS AND VINYL

490 Stuart Road NE, Cleveland, Tennessee 37312
423/336-4850 • 423/336-4830
Internet Address: www.olinchloralkali.com

August 5, 2021

Mr Pat Allman
Odyssey Manufacturing Company
1484 Massaro Blvd
Tampa, FL 33619

Subject: **CAUSTIC SODA INCREASES – 2021 YEAR-TO-DATE**

Dear Pat:

Please accept this letter to confirm that the cumulative total of the price increases we have implemented to you on caustic soda 50% for 2021 is \$175/DST. Please let me know should you have any questions or need additional information.

Yours truly,

Mark Swinford

Account Manager

**FIRST ADDENDUM TO THE AGREEMENT
FOR PURCHASE OF SODIUM HYDROXIDE
BY AND BETWEEN
THE VILLAGE OF TEQUESTA
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FIRST ADDENDUM, made and entered into this 12 day of November 2020, effective retroactively to October 2, 2020, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, FL 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor", both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9th day of January, 2020, is hereby amended in the following manner:

Section 1: The above-referenced Agreement regarding Contractor's annual provision of up to 100 dry tons of 50% food grade (NSF Approved) liquid sodium hydroxide for the Village's potable water treatment process is extended to run, at the same terms and conditions, from October 2, 2020, through October 1, 2021. This is the first of two (2) one-year extensions of the term of the Agreement as permitted by the provisions of the Agreement at Section 3, titled 'Term; Termination; Notice.'

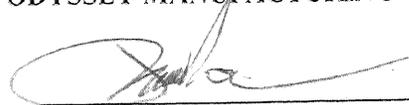
Section 2: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

Section 3: This First Addendum shall be attached to the current Agreement and shall become a part thereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the Village have signed and executed this First Addendum with an effective date as noted above.

ODYSSEY MANUFACTURING CO.



By: Patrick H. Allman,
General Manager

(Corporate Seal)

ATTEST:



Corporate Secretary

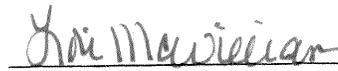
VILLAGE OF TEQUESTA

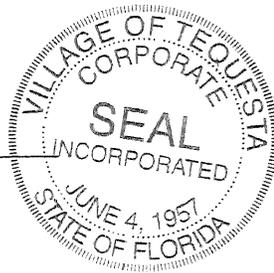


By: Abigail Brennan, Mayor

(Seal)

ATTEST:



Lori McWilliams, MMC
Village Clerk

ODYSSEY
MANUFACTURING CO.

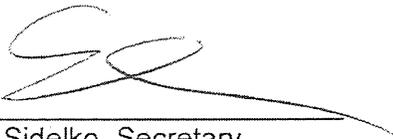
December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS,
CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

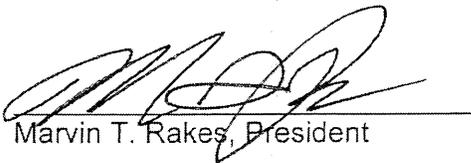
WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin T. Rakes, President

Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

RECEIVED JAN 21 2020

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Mr. Allman,

Please find enclosed a fully executed agreement for your records.

We look forward to conducting business with Odyssey throughout the coming year.

Kind Regards,

Nate Litteral



Nathan Litteral
Village of Tequesta
Water Plant Superintendent
Tequesta, FL 33469

Off. 561-768-0493 Email: nlitteral@tequesta.org
Cell 561-262-1084

Vice-Mayor Kristi Johnson
Council Member Laurie Brandon

Mayor Abby Brennan

Village Manager Jeremy Allen

Council Member Vince Arena
Council Member Kyle Stone

VILLAGE OF TEQUESTA
AGREEMENT FOR PURCHASE OF SODIUM HYDROXIDE

THIS AGREEMENT FOR PURCHASE OF SODIUM HYDROXIDE is entered into and effective this 9 day of January, 2020 (the “Effective Date”), by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469-0273, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and ODYSSEY MANUFACTURING COMPANY, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter the “Contractor” and collectively with the Village, the “Parties”.

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide up to 100 dry tons of 50% food grade (NSF Approved) liquid sodium hydroxide annually for use in the Village’s potable water treatment process. The Parties agree to enter into this Agreement pursuant to the Village’s Notice of Solicitation for RFQ # UTIL 04-19, which is hereby fully incorporated into this Agreement and attached hereto as Exhibit “A”.

2. **COMPENSATION:** In consideration for the above Scope of Services, pricing shall be five hundred seventy dollars (\$570.00) per dry ton of 50% sodium hydroxide, pursuant to the Contractor’s quote provided in the Contractor’s December 4, 2019 correspondence with the Village, attached hereto as Exhibit “B”.

3. **TERM; TERMINATION; NOTICE:** This Agreement shall be effective for a term that commences on the Effective Date and terminates on October 1, 2020. In addition, this Agreement may be renewed for two (2) additional one-year terms with the consent of both Parties, as detailed in Exhibit “B”. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469-0273 Attn: Matthew Hammond, Utilities Director	Odyssey Manufacturing Co. 1484 Massaro Blvd. Tampa, Florida 33619 Attn: Patrick H. Allman, General Manager

4. **INSURANCE:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as deemed sufficient by the Village and shall name the Village as an “additional insured” on the liability portion of the insurance policy.

5. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

6. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

7. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

8. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations.

All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

9. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

10. **FORCE MAJEURE:** The Contractor shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

11. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

12. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the Village.

13. **PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10,

Florida Statutes. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

14. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

15. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

16. **WAIVER:** No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The Village's

consent to or approval of any act requiring the Village's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

17. **ENTIRE AGREEMENT:** This five (5) page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

ODYSSEY MANUFACTURING CO.

Tiffany Thaxton, Tiffany Thaxton

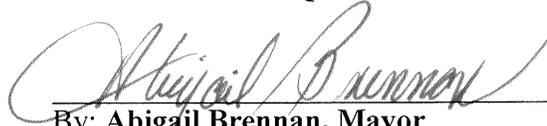


By: Patrick H. Allman, General Manager

Miya M. Miyamarcus

(Corporate Seal)

VILLAGE OF TEQUESTA



By: Abigail Brennan, Mayor

ATTEST:

Lori McWilliams
Lori McWilliams, MMC
Village Clerk



EXHIBIT A

Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

NOTICE OF SOLICITATION RFQ # UTIL 04-19

50% Sodium Hydroxide Annual Purchase

The Village of Tequesta is seeking Quotes from qualified suppliers to provide:

Delivery of 50% food grade (NSF Approved) liquid sodium hydroxide for use in the potable water treatment process. The Village anticipates to order up to 100 dry tons during the 2019-2020 fiscal year.

Quotes are being received beginning November 21, 2019 through December 5, 2019 at 5:00 p.m. To submit a quote or for any questions regarding the specifications and Solicitation process please contact Nate Litteral, Water Plant Superintendent, at nlitteral@tequesta.org.

ADA ACCESSIBILITY NOTICE: The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement/bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement/bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at www.w3.org/TR/WCAG/.

The Village of Tequesta is exempt from Federal and State Taxes for tangible personal property tax. The Village of Tequesta reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

Vice-Mayor Kristi Johnson
Council Member Laurie Brandon

Mayor Abby Brennan

Council Member Vince Arena
Council Member Kyle Stone

Village Manager Jeremy Allen

EXHIBIT B



ODYSSEY
MANUFACTURING CO.

December 4, 2019

Mr. Nate Litteral
Water Treatment Plant Superintendent
Village of Tequesta
901 North Dixie Highway
Tequesta, Florida 33469

Re: **SODIUM HYDROXIDE SUPPLY TO THE VILLAGE OF TEQUESTA
WATER TREATMENT FACILITY**

Dear Nate,

As you know, Odyssey Manufacturing Co. is currently supplying the Village of Tequesta sodium hypochlorite and has done so for the past ten years. As you know, we recently began selling sodium hydroxide out of our rail terminal in Lantana, Florida. As such, Odyssey proposes to sell 50% sodium hydroxide to the Village of Tequesta for the firm lump sum price of \$570 per ton effective immediately through September 30, 2020 (NET 30). As an option, we agree to fix this pricing through September 30, 2021 if the customer desires a two-year contract or include an option where the Village of Tequesta can renew this contract for up two additional one-year terms with both parties consent. This price is fixed and there are no fuel surcharges, delivery fees or other hidden charges. Because of the limited storage available at your plant, we can provide you caustic on one day's notice in order to allow us to make full tanker deliveries. Additionally, we are providing membrane grade caustic and our Lantana facility is NSF-60 certified for sodium hydroxide. We have a backup supply at our Tampa facility which is also NSF-60 certified.

In addition to the guaranteed and improved pricing, the Village of Tequesta will achieve improved reliability as the caustic will be delivered from our terminal less than 30 minutes away. We also have access to a barge terminal in Tampa as a backup. Odyssey is proposing to sell the Village of Tequesta membrane grade caustic.

Thank you for your consideration. We look forward to the opportunity to serve your sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager



March 28, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President