



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 6, 2012,
Immediately Following the
CRA Board Meeting,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kendall Rumsey	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Tim Stevens	—	Commissioner
.....		
Jamie Titcomb	—	Interim Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez Lemley, CMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PUBLIC and OTHER COMMENT:**

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.

G. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Recommended For Approval:

1. Regular Commission Meeting Minutes of May 16, 2012 Tab 1

H. RESOLUTIONS:

- 2. Resolution No. 09-06-12 Earl Stewart Outdoor Storage Lot, Office Trailer and Flagpole Tab 2
- 3. Resolution No. 10-06-12 Special Exception for 1430 10th Court Tab 3
- 4. Resolution No. 11-06-12 Disaster Debris Contract Tab 4

I. PUBLIC HEARING:

ORDINANCE ON SECOND READING:

***** OPEN PUBLIC HEARING*****

A. Staff Report

B. Public Comments

C. Commission Deliberation

5. ORDINANCE NO. 08-2012 – Amending Section 2-81 Town Manager Hire/Fire
By Majority of the Commission Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II OF THE TOWN CODE, ENTITLED “TOWN COMMISSION”; PROVIDING FOR THE AMENDMENT OF SECTION 2-81(a) PERTAINING TO THE APPOINTMENT AND REMOVAL OF THE TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

***** CLOSE PUBLIC HEARING*****

J. DISCUSSION AND POSSIBLE ACTION:

6. Independence Day Picnic on July 1, 2012 Tab 6

K. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

L. ADJOURNMENT:

Consent Agenda

TAB 1



**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: June 6, 2012 **Agenda Item No.** *Tab 1*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Regular Commission Meeting Minutes of May 16, 2012

RECOMMENDED MOTION/ACTION: To Approve the Regular Commission Meeting Minutes of May 16, 2012

Approved by Town Manager *[Signature]* **Date:** *6/1/12*

Shari Canada, CMC, Deputy Town Clerk May 17, 2012
Name/Title Date of Actual Submittal

Originating Department Town Clerk	Costs: \$0 Funding Source: 0 Acct. # 0	Attachments: Agenda Meeting Minutes Exhibit "A" Exhibit "B"
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <i>[Signature]</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>[Signature]</i> Please initial one.

Summary Explanation/Background:



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 16, 2012, 7:00 p.m.,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kendall Rumsey	—	Vice-Mayor
Steven Hockman	—	Commissioner
Jeanine Longtin	—	Commissioner
Tim Stevens	—	Commissioner
.....		
Jamie Titcomb	—	Interim Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez Lemley, CMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PROCLAMATION:**
 - 1. 2012 National Public Works Week – May 20-26, 2012
- G. **PUBLIC and OTHER COMMENT:**

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- H. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of

Tab 1

these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Recommended For Approval:

- 2. Regular Commission Meeting Minutes of May 2, 2012 Tab 2
- 3. Special Call Commission Meeting Minutes of May 9, 2012 Tab 3

- I. **BOARD MEMBERSHIP APPLICATIONS:**
 - 4. Reappointments of Planning and Zoning Board Memberships Tab 4

- J. **DISCUSSION AND POSSIBLE ACTION:**
 - 5. Hedge Plant Selection for Downtown Town Alleyway 7th to 8th Street. Tab 5

- K. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

- L. **ADJOURNMENT:**



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 16, 2012 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 16, 2012 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin and Tim Stevens, Interim Town Manager Jamie Titcomb, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Vice-Mayor Rumsey led the Invocation and Mayor DuBois led the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA:

Interim Town Manager Titcomb requested that under Discussion and Possible Action an item regarding the Army Reserve Emergency Operation Center (EOC) planning meeting representation.

Motion: A motion was made by Commissioner Stevens to approve the Agenda as amended; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

PROCLAMATION:

1. 2012 National Public Works Week - May 20-26, 2012

Mayor DuBois presented the Proclamation to Public Works Director David Hunt. Public Works Director Hunt accepted the Proclamation on behalf of the Public Works Department.

PUBLIC AND OTHER COMMENTS:

None

CONSENT AGENDA ITEMS:

- 2. Regular Commission Meeting Minutes of May 2, 2012
- 3. Special Call Commission Meeting Minutes of May 9, 2012

Motion: A motion was made by Commissioner Stevens to approve Consent Agenda; Commissioner Hockman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

BOARD MEMBERSHIP APPLICATIONS:

4. Reappointments of Planning and Zoning Board Memberships

Mayor DuBois stated that the Commission received ballots and all the ballots have been turned in.

Town Clerk Vivian Lemley stated that the ballots have been counted and that Judith Thomas and Robin Maibach have been reappointed to the Planning and Zoning Board. The ballots are attached as Exhibit "A".

Mayor DuBois stated that Ms. Thomas and Ms. Maibach have been reappointed to two year terms and thanked them for their service to the Town.

DISCUSSION AND POSSIBLE ACTION:

5. Hedge Plant Selection for Downtown Town Alleyway 7th to 8th Street

CRA Project Manager Richard Pittman explained that this item is regarding the type of hedge plant materials for the Downtown Alleyway from 7th to 8th Streets. He stated that the original plan was to plant Ficus as the hedge material. He stated that the current Ficus

hedge in the Downtown Alleyway has become a high maintenance issue because of the whitefly. He stated that the CRA Board requested that the item be taken to the Planning and Zoning Board for consideration and input. He stated that at the May 7, 2012 Planning and Zoning Board meeting he presented the item and requested that the Board select three top choices. He stated that the Planning and Zoning Board did not select a top three choices of hedge material as requested however, the Planning and Zoning Board did agree on the criteria for which the hedge material should be selected. The criteria are as follows: 1. able to meet height requirement of 6', 2. drought tolerant, low water requirements when established, 3. Root system not damaging to adjacent asphalt, 4. low maintenance while having good appearance and 5. pest resistant. He stated that he will be seeking professional assistance to formulate a short list of plants that meet this criterion and that the hedge plant list would then be placed on the agenda for the next meeting of the Planning and Zoning Board. He stated that the cost for the professional would be no more than \$300.00.

Mayor DuBois asked if the Commission needed to take any action tonight.

CRA Project Manager Pittman stated "no".

Mayor DuBois stated that he discussed this item with CRA Project Manager Pittman after the Planning and Zoning Board meeting and that he has developed a price range of \$2,000 to \$8,000 for the planting materials depending on the type, number and size of plants.

CRA Project Manager Pittman agreed. He stated that the original plan called for 211 Ficus and stated that just looking at the small size Podocarpus 264 plants would be needed.

Commissioner Stevens asked about the Cocoplum.

CRA Project Manager Pittman explained that the Podocarpus is the Cadillac of hedge plants and that there are cheaper plants such as the Cocoplum.

Commissioner Stevens stated that in his opinion that the Cocoplum would meet all the requirements.

Mayor DuBois questioned the height.

Commissioner Stevens stated that the Cocoplum would eventually reach six feet it just takes awhile.

CRA Project Manager Pittman stated that Mr. Blakely commented at the Planning and Zoning Board meeting that the Cocoplum may have trouble looking good at six feet.

Mayor DuBois stated that he would have Public Works staff make the recommendation of the type of plant instead of hiring a professional.

Commissioner Longtin stated that she does not think a professional needs to be hired that that there are professionals in Town and that she spoke with someone and that he estimated 290 plants would be needed and suggested the Gumbo Limbo, Cherry and Schefflera. She stated that at a minimum the plants only could cost \$10.00 each and that she agreed with Mayor DuBois' cost estimation.

Mayor DuBois stated that he does not have a preference on the type of plant and his preference would be to leave the decision to staff.

Vice-Mayor Rumsey stated that he supports using in-house staff to select the plants and that there are professionals in Town that would be happy to provide their opinion and that he trust staff's selection.

Commission Longtin stated that she would like more information such as what plant is going to be chosen, what the options are and how much it is going to cost because some plants are \$10.00 and others are very expensive. She stated that she wants to know what the ultimate decision is going to be that she does not want to just leave it to staff.

CRA Project Manager Pittman stated that he suggested to the Planning and Zoning Board that the Board provide their top three choices and that he put in the bid all three and the Town could pick any of the three.

Vice-Mayor Rumsey stated that he thinks that the decision will have to come back to the CRA Board at which time CRA Project Manager Pittman can make his recommendation.

6. Army Reserve Emergency Operations Center (EOC) Planning Meeting

Interim Town Manager Titcomb explained that this item is being added because there is a meeting scheduled for June 4, 2012. He stated that this meeting is an initial planning meeting to coordinate with the designer and planners of the Army Reserve Center Project. He stated that there have been discussions regarding accommodations of an EOC component with the construction of the Center. He stated that he is asking for the Commission to designate a Commissioner to represent the Town.

Vice-Mayor Rumsey stated that he would like to be the representative for this project. He stated that he had long conversations with the Army Reserve in the negotiation stages and brought this issue up with them and he would like to follow through on this project.

Mayor DuBois stated that he has met with the Army Reserve several times also and thinks that Vice-Mayor Rumsey's input would be greatly appreciated.

Commissioner Longtin stated that she would like for it to be the Town Manager so that person can converse with all the Commissioners and provide input. She stated if it is just one Commissioner there would not be a lot of feedback.

Mayor DuBois asked if the Commission representative in addition to a representative from the administration.

Interim Town Manager Titcomb stated that is the intention. He stated that there are several persons from Town staff that have been working on this project and will attend these meetings regularly and keep the Town Manager up to date. He explained that the intention was to have an elected official be involved. He stated that if all the Commissioners were to attend these meetings that the meetings would have to be governed by the Sunshine Law. He suggested a designated point person and an alternate to have a person from the Commission to call on to attend these meetings.

Commissioner Longtin asked if the Army Reserve was open to providing an EOC.

Interim Town Manager Titcomb stated that he was not a part of the initial conversations but it is his understanding that there is a possibility.

Commissioner Longtin stated that she would prefer Commissioner Hockman because he has building experience and that he is more knowledgeable in these types of things.

Mayor DuBois stated that there is a nomination for Vice-Mayor Rumsey and a nomination for Commissioner Hockman. He asked for all in favor of Vice-Mayor Rumsey being the representative.

Vice-Mayor Rumsey, Mayor DuBois and Commissioner Stevens said aye.

Mayor DuBois asked for all in favor of Commissioner Hockman.

Commissioner Hockman said aye.

Mayor DuBois asked Commissioner Longtin for her vote.

Commissioner Longtin stated that Vice-Mayor Rumsey, Mayor DuBois and Commissioner Steven has decided that it will be Vice-Mayor Rumsey first and Commissioner Hockman second.

Interim Town Manager Titcomb stated that both Vice-Mayor Rumsey and Commissioner Hockman will be notified of the meetings as they are scheduled.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Hockman had no comments.

Commissioner Stevens had no comments.

Commissioner Longtin stated that the Army Reserve Center Groundbreaking is Saturday, May 19, 2012 from 10:00 a.m. to 11:00 a.m. She stated Memorial Day is May 28, 2012 and wished everyone a Happy Memorial Day. She stated that there will be no Sunset Celebration in May and will resume the last Friday of June.

Vice-Mayor Rumsey had no comments.

Mayor DuBois stated that he hoped everyone had a nice Mother's Day. He stated that on Thursday, May 17, 2012 Kiwanis is hosting a luncheon and that he will be presenting a State of the Town address. He stated that on Thursday, May 17, 2012 there will be a Bioscience Preservation meeting with an open house for Florida Public Utilities. He stated that there is an Inspector General meeting on Friday, May 18, 2012. He stated that the groundbreaking for the Army Reserve Center is on Saturday, May 19, 2012 and should be a nice event. He stated that he hoped that preliminary numbers for the budget will be forthcoming.

Commissioner Longtin asked that if at the groundbreaking there will be drawings or renderings of the project.

Mayor DuBois stated that he thinks it is just groundbreaking and that a site plan has not been developed yet.

Community Development Director Nadia DiTommaso stated that the preliminary meetings for the site plan are just beginning. She stated that the June 4, 2012 meeting will start the discussion with staff and the official site plan will be developed and the public hearing process.

Attorney Baird stated that an Attorney/Client session was held on May 9, 2012 to discuss the Marina lawsuit. He stated that the Commission authorized him to make an offer to the mediator in term of a settlement range that would be acceptable. He stated that he is pleased to report that the mediator was able to negotiate a settlement that would result in the Town being paid \$880,000. He stated that if the Commission wanted to accept the settlement a motion would be needed to accept the settlement and authorize the Mayor to execute all appropriate documents including releases that would be necessary to facilitate and finalize the settlement.

Commissioner Longtin asked if this had to done by a vote and not by consensus.

Mayor DuBois asked for a motion.

Motion: A motion was made by Vice-Mayor Rumsey to approve settlement as discussed; Commissioner Stevens made the second.

Commissioner Hockman stated that he must abstain from voting.

Commissioner Stevens stated that the lawsuit has been going on since 2007 and that the Town has racked up a lot of construction deficiency costs and legal costs. He stated that he is disappointed in the result but, that it is what it is and that as far a moving forward a resolution has been found and that the Code has been changed so that this cannot happen again.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner			

Hockman			Abstain
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-0

Attorney Baird stated that there will be a mediation regarding the Inspector General Lawsuit on May 18, 2012 at 9:00 a.m. in West Palm Beach. He stated that Mayor DuBois and he will be attending the mediation on behalf of the Town. He stated he has talked with the mediator in the case.

Commission Hockman asked if West Palm Beach dropped out of the lawsuit.

Attorney Baird stated “no” that Wellington dropped out. He stated that he spoke with the West Palm Beach City Attorney and is sure that he would have been told if they dropped out.

Commissioner Longtin asked when she can answer questions from the Public regarding the lawsuit.

Attorney Baird stated to wait until the settlement agreement has been executed.

Commissioner Longtin asked when the settlement agreement would be executed.

Attorney Baird stated that Special Counsel Cook will notify the mediator and defendants tomorrow of the Commissions vote and that will start the process.

Commissioner Longtin asked to be notified when the settlement is executed.

Attorney Baird stated that he would do so and discuss the case with her so that she has all the information that she needs.

Interim Town Manager Titcomb provided the Commission an Interim Progress Report (Exhibit “B”). He requested that each Commissioner schedule a meeting with Finance Director Blake Rane through the Town Manager’s office. He stated that there is no longer a Friday or Sunday Market as Mr. Welsh provided the Town notice that he would be continuing with the market in Lake Park.

Mayor DuBois asked how to follow-up with Public Works Director Hunt regarding the comments he provided on the Silver Beach Road Improvement Project.

Interim Town Manager Titcomb asked how the comments were submitted.

Mayor DuBois stated via e-mail.

Interim Town Manager Titcomb stated that Public Works Director Hunt was been directed to archive all comments, considerations and concerns regarding the project and to forward those to the appropriate parties at the County.

Mayor DuBois stated that he would be happy to meet with Public Works Director Hunt to review his comments.

Public Works Director Hunt stated he would be willing to meet with Mayor DuBois.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Rumsey and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 7:40 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

BALLOT

Mayor
MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. THE TOWN COMMISSION MAY CHOOSE THE FOLLOWING APPLICANTS FOR REAPPOINTMENT.

Applicants:

	Yes	No
Judith Thomas (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robin Maibach (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Hockman

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. THE TOWN COMMISSION MAY CHOOSE THE FOLLOWING APPLICANTS FOR REAPPOINTMENT.

Applicants:

	Yes	No
Judith Thomas (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robin Maibach (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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BALLOT

Rumsey

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. THE TOWN COMMISSION MAY CHOOSE THE FOLLOWING APPLICANTS FOR REAPPOINTMENT.

Applicants:

	Yes	No
Judith Thomas (Regular)	<u>X</u>	_____
Robin Maibach (Regular)	<u>X</u>	_____

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Longtin

MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. THE TOWN COMMISSION MAY CHOOSE THE FOLLOWING APPLICANTS FOR REAPPOINTMENT.

Applicants:

	Yes	No
Judith Thomas (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robin Maibach (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

BALLOT

Stevens
MAYOR/COMMISSIONER

THE TOWN COMMISSION MAY APPOINT A FIVE MEMBER PLANNING & ZONING BOARD WITH TWO ALTERNATES. THE TOWN COMMISSION MAY CHOOSE THE FOLLOWING APPLICANTS FOR REAPPOINTMENT.

Applicants:

	Yes	No
Judith Thomas (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robin Maibach (Regular)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- NO OTHER APPLICATIONS HAVE BEEN RECEIVED

TOWN OF LAKE PARK

MEMO



To: Town Commission
From: Jamie Titcomb, Interim Town Manager
Date: May 16, 2012
Subject: Interim Progress Report

Positions & Updates:

- **Finance Director** – Blake Rane started May 2nd. We are making tremendous strides internally sifting through budget document, procedures and most importantly working toward a significant presentation on CRA Budget and Finance issues for presentation to that board on June 6th. Initial internal budget worksheets are being circulated to begin the FY13 process of data collection.
- **Recreation Director** – Kathleen Carroll, who started also May 2nd, has the Town's Summer Camp program almost completely configured and sign ups are coming in at a healthy pace. We are also working with pending sports leagues and other groups to build programming for the sports fields and other town programs.
- **Marina Director** - We have completed the hire process for our new Marina Director, James C. Hart, Jr. who is scheduled to start on June 19th. This is two weeks later than originally thought, but he is finishing major grant and project work at his current employment. James is a Certified Marina Manager and brings over two decades of direct marina industry experience to the table.
- **Army Reserve Center** – Ground breaking Ceremony will be held this Saturday to begin the project through its various phases. The Mayor and Town Manager are currently scheduled to attend and represent the town officially.
- **Army Reserve Center and EOC** – There is a meeting June 4th for initial planning to coordinate with designers/planners of the Army Reserve Center and talk about town plans and needs for a potential EOC operations room as part of the project. The commission should designate a point person to represent the town's interests.
- **Peace Officers Memorial Day** – was Monday, May 14th, by declaration from the President of the United States and the Governor of the State of Florida, flags were flown at half mast in remembrance and honor for those who have given and sacrificed in law enforcement related fields.
- **Memorial Day Weekend** – Friday, May 25th the Town's offices are closed for a town furlough day and Monday May 28th they are closed in observance of the Memorial Day holiday.
- **10th Street Incident** – PBSO and Fire Rescue cordoned off a two block area of Tenth Street Tuesday morning responding to an apparent cardiac arrest incident and a suspect chemical leak (reportedly unrelated). The gentleman was transported and passed. The chemical leak was unsubstantiated.
- **Silver Beach Road Improvement Project** – We have plans available for any member of the town and public to view in Community Development. All input on the project can be submitted accordingly there and we will designate Public Works Director Dave Hunt to be the point person to make sure all input gets forwarded to appropriate counterparts in the county's project team, until such time as formal public meetings are held by the county at various mileposts of the progression.

Resolution

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 6, 2012

Agenda Item No. *Tab 2*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Earl Stewart Toyota - Extension of Temporary Vehicular Storage Lot Use and Temporary Office Trailer for Used Car Sales, and New Request for a Permanent Flagpole measuring 340 feet in height.

RECOMMENDED MOTION/ACTION: APPROVAL WITH CONDITIONS.

Approved by Town Manager *[Signature]* Date: *6/1/12*

Name/Title: Nadia Di Tommaso, Community Development Director Date of Actual Submittal 05/16/2012

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. #	Attachments: →Staff Memo →Resolution <i>09-06-12</i> →Resolution 40-11-11 as previously approved →Resolution 20-05-10 as previously approved →Plans VLP-1, VLP-2 and IR-1 with Applicant request letters
Department Review: <input checked="" type="checkbox"/> Attorney <u>TJB</u> <input checked="" type="checkbox"/> Community Development <i>ND</i> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone – Applicant will be in attendance <i>ND</i> OR Not applicable in this case Please initial one.

Please refer to the Staff Memo.



Town of Lake Park
Community Development Department

Nadia Di Tommaso
Community Development Director

Meeting Date: **June 6, 2012**

To: **TOWN COMMISSION**

RE: **Earl Stewart Toyota - Extension of Temporary Vehicular Storage Lot Use and Temporary Office Trailer for Used Car Sales, and New Request for a Permanent Flagpole measuring 340 feet in height.**

In May 2010, Earl Stewart Toyota ("The Applicant") was granted a temporary permit for a parking and storage lot for new and used vehicles. This permit expired April 30, 2012. In exchange for this permit, Earl Stewart Toyota was required to improve the lot by providing crushed asphalt and landscaping with a minimum of 18 trees around the perimeter of the lot. These improvements have been made. The requirements for improving the parking and storage lot were codified in Resolution 20-05-10 which was approved unanimously by the Commission. Pursuant to the Resolution, Earl Stewart Toyota had until April 30, 2012 to secure the necessary approvals from the Town to start the construction of the expansion of the dealership. If construction did not commence before May 5, 2012, the lot was conditioned to be fully landscaped pursuant to a condition in Resolution 20-05-10 which was agreed to by Earl Stewart Toyota at the time. Staff felt it was important for the Planning and Zoning Board to review this extension request as it is directly tied to the timeline for the future development plans and incorporates within it a landscape and irrigation plan, as well as a request for a flagpole measuring 340 feet in height which is above the general standards outlined in the Code and explained below.

P&Z RECOMMENDATION: 4-1 APPROVAL with the conditions found herein including a modification to condition #4 of the Staff Report recommendations whereby shade trees would not be required along East Jasmine Drive given the projected future expansion. Hedge line is still required.

The Planning and Zoning Board, through their discussion leading up to their motion, also had some concerns regarding a strict limitation on the timeline for the vehicular storage lot and office trailer for used car sales. Staff expanded on condition #2 of the Staff Report recommendations in order to make these limitations more clear. Furthermore, the office trailer was previously approved by the Town Commission with a definition explaining that the trailer would be used as an office for the used car sales that are already being parked onsite through the vehicular storage lot temporary approval. The "used car sales" terminology has

also been added to the “office trailer” heading. Finally, plans VLP-1, VLP-2 and IR-1 have been revised and include a total of 47 shade trees along the North Federal, Lake Shore Drive, and East Ilex perimeter landscape buffers. More trees are proposed along East Ilex and Lake Shore Drive than North Federal Highway in order to preserve the residential uses on the opposite sides of these streets while allowing for more visibility along North Federal Highway. Complete landscape plans will be made part of the overall development application.

HISTORY

Earl Stewart Toyota acquired the property upon which the Journey’s Inn and the El Colonial restaurant were located in August 2004. Over the years, the abandoned Journey’s Inn and El Colonial restaurant became a huge eyesore to the community. In May 2010, Earl Stewart Toyota requested permission from the Town Commission to demolish the Journey’s Inn and El Colonial restaurant buildings on the property to use it for the temporary storage of vehicles. Pursuant to Resolution 20-05-10, the Town Commission approved a permit which authorized the Applicant to demolish the Journey’s Inn and the El Colonial restaurant buildings thereby granting the Applicant a temporary use of the property for temporary vehicular storage until the Applicant begins construction of its new buildings and facilities consistent with a site plan that was to be approved by the Town Commission. Resolution 20-05-10 also required that following demolition, the Applicant was required to fill the subject property with crushed asphalt and was required to grade it. Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for site plan approval and construction of the expanded dealership was not met. This timeline was for a 2-year period ending April 30, 2012 at which time the Applicant would have had to either apply for a new temporary permit or would have to be in the process of moving forward with the expansion of the dealership. In addition, the temporary permit was approved with the condition that the lot would have a minimum of 18 trees around the perimeter and that construction of the new facility would commence by May 5, 2012 or the subject site would have been required to be fully landscaped per the Town of Lake Park landscaping regulations.

Given the market conditions, Earl Stewart Toyota addressed the Commission once again at the October 19th, 2011 Town Commission meeting and requested that the Town Commission grant them temporary approval for an office trailer. The Commission directed staff to bring forward an amendment to Resolution 20-05-10 currently in place which would allow for the temporary office trailer pursuant to certain conditions. The temporary office trailer was approved unanimously at the November 2, 2011 Town Commission meeting under Resolution 40-11-11 and is currently installed in the northeast quadrant of the property with an expiration date of April 30, 2012.

EXTENSION REQUEST

Although Earl Stewart’s intention was to address the Boards in April, prior to the expiration of both the permit for the vehicular storage lot and the office trailer, the complete request letter was not received until April 3, 2012 via email, and staff was unable to review and process the item for the April 18th Town Commission meeting. **Earl Stewart is requesting the extension of the permit for the use of the lot as a vehicular storage lot and the temporary office trailer for used car sales to October 1, 2013, with the development plans for the site being submitted by December 31, 2012.** In exchange, although Earl

Stewart is not proposing to fully landscape the site per the original condition of approval, Earl Stewart is proposing pursuant to plans VLP-1, VLP-2 and IR-1, a Cocoplum hedge along certain perimeter landscape buffers namely, North Federal Highway, Lakeshore Drive, and half of East Ilex Drive. In addition, Earl Stewart is proposing to add Buttonwood trees along the Lakeshore Drive landscape buffer, extending partly into the East Ilex Drive landscape buffer. **Staff is recommending that the hedge material be installed at a minimum 30 inches in height and be extended around the entire property and be maintained at a minimum 4 feet in height at maturity, in order to satisfy Section 78-253 (c)(4) and (h)(9) of the Town Code. Furthermore, staff recommends that a total of 47 shade trees be placed around three perimeters of the property (East Ilex Drive, Lake Shore Drive and North Federal Highway). This is reflected on plans VLP-1, VLP-2 and IR-1.**

Town Code Section 78-253 (a) (3) requires all vehicular use areas to be landscaped pursuant to Section 78-253 (c) (1) of the Town Code so that no parking space is more than 40ft from the center of a shade tree and also requires under Section 78-253 (h)(1) that all landscape buffers abutting streets be a minimum of 15 feet wide (all sides meet this requirement with the exception of West Jasmine Drive which is currently 10 feet wide in order to accommodate the north side of the vehicular storage lot). Although Resolution 20-05-10 requires that the site be fully landscaped if the original timeline was not respected, staff does not feel it may be logical to impose these additional requirements if the Town Commission chooses to recommend approval for the extension. Staff prefers to focus on enhancing the perimeter buffers at this time by enforcing its recommendations in the previous paragraph. The final landscape plan that is made part of the development package will need to meet all sections of the landscape Code.

NEW REQUEST

Earl Stewart is also requesting the permanent installation of a 340 foot flagpole to be installed on the southwest corner of the property, as noted on plan VLP-1, for a 30 foot by 60 foot National Flag.

The Town of Lake Park Code of Ordinances under Section 78-79 (*General Provisions*) provides that flagpoles may be erected above the height limits set forth in the respective zoning districts although the Code does not provide any further dimensional requirements. The subject site is located in the Commercial-1 (C-1) zoning district. The C-1 zoning district under Section 78-71 has a maximum building/structure height of 30 feet. The proposed flagpole is structurally 11 times higher than the allowable height in the C-1 zoning district and resembles the approximate height of a 23-story building. The National Flag is also being proposed at 30 feet by 60 feet. The proposed flag is out of character with the general commercial area. As a comparison, a 340 foot flag pole would be almost 3 times the height of a typical 2-user telecommunications tower. Such a structure is significantly inconsistent with the character of any of the surrounding structures. If it were a condominium it would be an approximate 23 story building.

In reviewing other sections of the Town Code of Ordinances, the Northlake Boulevard Overlay Zone (NBOZ) under Appendix Table 5-5 (the NBOZ is an overlay zone located just north of the subject

site incorporating parcels on the south side of Northlake Boulevard) limits a freestanding flagpole to a maximum of 20 feet in height with a maximum flag size of 5 feet by 10 feet. Furthermore, the setback requirement for the flagpole in the NBOZ is also listed at 103% of the pole height. The idea behind this setback requirement is that should a pole structure ever snap, it typically falls to the ground in one piece. In order to avoid that the structure falls onto a neighboring property, a 103% setback is secured. Moreover, The Park Avenue Downtown District (PADD) under Section 78-70-1, located at the southwest corner of the subject site, also references flagpoles and sets their maximum height at 50 feet, unless the flag is located on an approved telecommunications tower. Either way, this section of the Code notes that the flag size shall be proportionate to the size and height of the flagpole.

Staff recommends the Commission only approve a flag pole up to, but not exceeding the maximum height permitted in the PADD zoning district which is listed at 50 feet. The 103% setback requirement is also recommended. For a flagpole measuring 50 feet, this represents a setback of 54 feet. Staff recommends the flag be limited to 15 feet by 30 feet to remain proportionate with the 50 foot flagpole. A building permit, along with signed and sealed engineering plans will be required following approval.

Staff recommends that the Town Commission approve by Resolution the extension request for the use of a vehicular storage lot, temporary office trailer, and for the installation of the flagpole subject to the following conditions:

- (1) Development plans for the dealership shall be submitted on or before December 31, 2012.**
- (2) The temporary office trailer for used car sales and storage lot use shall be removed two months following the issuance of a development order for authorizing the expansion of the dealership, or by October 1, 2013, whichever comes first. No further extensions will be permitted.**
- (3) The flagpole shall be maintained per the Town of Lake Park Code standards and shall not exceed a height of 50 feet, with an American flag the dimensions of which shall not exceed 15 feet by 30 feet. There shall be a minimum setback of 54 feet (103% of pole height) from all property lines. A building permit, inclusive of signed and sealed engineering plans, will be required.**
- (4) The Applicant shall landscape and irrigate the site pursuant to plans VLP-1, VLP-2 and IR-1 submitted May 16, 2012 by Gentile Holloway O'Mahoney and signed and sealed May 16, 2012. The request must be made via a permit filed with the Town of Lake Park Community Development Department within 14 days following the approval of this Resolution. Development plans for the Property are required to include full landscaping proposals pursuant to the Town of Lake Park Code requirements.**
- (5) Following the expiration of the temporary office trailer and vehicular storage use, the only permitted freestanding sign is a monument sign. The monument sign shall be in accordance with the standards for such signs established in the Town of Lake Park Code of Ordinances.**
- (6) If the above conditions have not been met, the permit for the temporary vehicular storage lot and the office trailer shall be void. The vehicles stored on the lot and the trailer shall be removed within 10 business days. No further use of the property for these uses shall be**

permitted until such time as a site plan for the expansion of the dealership is approved by the Town Commission.

- (7) Following the expiration of the temporary office trailer for used car sales and vehicular storage lot, the only permitted freestanding sign is a monument sign. The monument sign shall be in accordance with the standards for such signs established in the Town's Code of Ordinances.**

RESOLUTION NO. 09-06-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 20-05-10 AND 40-11-11 TO EXTEND A PREVIOUSLY APPROVED PERMIT WHICH AUTHORIZED THE USE OF VACANT PROPERTY OWNED BY EARL STEWART TOYOTA FOR THE TEMPORARY STORAGE OF VEHICLES AND THE PLACEMENT OF A TEMPORARY OFFICE TRAILER FOR USED CAR SALES; AND AUTHORIZING THE INSTALLATION OF A 50 FOOT FLAGPOLE TO DISPLAY A 15 FOOT BY 30 FOOT USA FLAG.

WHEREAS, following the acquisition of the property upon which the Journey's Inn hotel and the El Colonial restaurant, Earl Stewart Toyota (the Applicant) requested permission from the Commission to demolish the buildings on the property and to use it for the temporary storage of vehicles and the placement of a temporary sales trailer; and

WHEREAS, pursuant to Resolution 20-05-10 and 40-11-11, the Town Commission approved a permit which authorized the Applicant to demolish the Journey's Inn hotel and the El Colonial restaurant buildings and granting the Applicant a temporary use of its property for temporary vehicular storage and the placement of an office trailer for used car sales thereon; and

WHEREAS, the Applicant's property which was granted this permit is legally described as: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010 (the subject property); and

WHEREAS, pursuant to Resolution 20-05-10, after demolition, the Applicant was required to fill the subject property with crushed asphalt and to grade it; and

WHEREAS, pursuant to Resolution 20-05-10, the Town Commission authorized the Applicant to use the subject property as a temporary parking and storage lot until the Applicant

begins construction of its new buildings and facilities consistent with a site plan to be approved by the Commission; and

WHEREAS, Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for site plan approval and construction of the expanded dealership if the timeline provided for in the Resolution was not met; and

WHEREAS, pursuant to Resolution 40-11-11, the Commission authorized the Applicant to install a temporary office trailer on the subject property until the Applicant begins construction of its new buildings and facilities so long as construction was initiated in accordance with the timeline approved by the commission pursuant to Resolution 20-05-11; and

WHEREAS, the Applicant is requesting an extension to the previously approved timeline and is requesting that the time to submit a site plan for the expansion of the dealership to December 31st, 2012; and

WHEREAS, the Applicant also requested permission to install a 50 foot flagpole on the southwest corner of the property upon which the Applicant intends to place a 15 foot by 360 foot USA flag.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves the extension of the timeline for the Applicant to submit a development plan for the expansion of the dealership. Additionally, the

Commission authorizes the continued use of the subject property for the temporary storage of vehicles and for the placement of a temporary office trailer.

Section 3. The Town Commission hereby approves the installation of a 50 foot flagpole on the southwest corner of the property for the placement of a 15 foot by 30 foot USA flag.

Section 4. The approval of this extension and the installation of a flag pole is subject to the conditions listed below:

- A. **Permit Duration.** A site plan for the subject property which illustrates the expansion of the dealership shall be submitted, together with the appropriate application fee on or before December 31st, 2012. The temporary office trailer shall be removed two months following the Commission's issuance of its development order approving a site plan for the subject property, or by October 1, 2013, whichever comes first. No further extensions will be permitted.
- B. **Flagpole.** The Applicant shall be permitted to install a flagpole not to exceed 50 feet. The flagpole shall be located on the southwest corner of the subject property. The flag shall be a USA flag, the dimensions of which shall not exceed 15 feet by 30 feet. The flagpole shall be maintained in accordance with the standards of the Town Code. A structural permit for the pole, with signed and sealed engineering plans, will be required prior to placement. A minimum setback of 54 feet (103% of pole height) shall be secured from all property lines.
- D. **Landscaping and Irrigation.** The Applicant shall landscape and irrigate the site pursuant to plans VLP-1, VLP-2 and IR-1 submitted May 16, 2012 by Gentile Holloway O'Mahoney and signed and sealed May 16, 2012. The request must be made via a permit filed with the Town of Lake Park Community Development Department within 14 days following the approval of this Resolution. Development plans for the Property are

required to include full landscaping pursuant to the Town of Lake Park Code requirements.

- D. Signage. Following the expiration of the temporary office trailer for used car sales and vehicular storage lot, the only permitted freestanding sign is a monument sign. The monument sign shall be in accordance with the standards for such signs established in the Town's Code of Ordinances.

Section 3. This Resolution shall take effect upon adoption.

p:\docs\26508\00001\doc\1cw9029.doc

Earl Stewart

RESOLUTION NO. 40-11-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 20-05-10 TO PERMIT EARL STEWART TOYOTA TO PLACE A TEMPORARY OFFICE TRAILER ON THE PROPERTY.

WHEREAS, pursuant to Resolution 20-05-10 (the Resolution), Earl Stewart Toyota (the Applicant) was authorized to demolish the structures formerly occupied by the Journey's Inn hotel and the El Colonial restaurant; and

WHEREAS, the property upon which Earl Stewart Toyota is located is legally described as: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010 (the subject property); and

WHEREAS, pursuant to the Resolution, the Applicant was authorized to demolish the former restaurant and hotel buildings and filled and graded the footprints of these buildings with crushed asphalt, and

WHEREAS, pursuant to the Resolution, the Town Commission authorized the Applicant to use the property formerly occupied by the restaurant and hotel as a temporary parking and storage lot until the Applicant begins construction of its new buildings and facilities consistent with the site plan and timeline approved by the Resolution; and

WHEREAS, the Applicant has now requested that it be permitted to locate a temporary vehicles sales trailer on the subject property until it begins construction on the subject property consistent with the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated as true and correct as the findings of the Town Commission.

Section 2. The Town Commission hereby approves the placement of a temporary trailer on the subject property subject to the following conditions:

- A. Permit Duration. Upon receipt of all necessary permits, the Applicant is authorized to place a temporary office trailer on the subject property and may maintain it there until April 30, 2012, at which time it shall be removed.
- B. Location. The Applicant shall locate the office trailer on the northeast corner of the subject property consistent with the setback requirements of the Town Code .
- C. Aesthetics. The trailer shall be of the highest quality modular unit available and shall include an underpinning which covers the empty space between the trailer and the ground.
- D. Signage. Any signs proposed for the temporary trailer, or the dealership shall be subject to the approval of the Community Development Director. If a freestanding sign is requested it must be a permanent monument sign and shall meet Code.

Section 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by Vice-Mayor Rumsey, who moved its adoption. The motion was seconded by Commissioner Stevens and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>✓</u>	—
VICE-MAYOR KENDALL RUMSEY	<u>✓</u>	—
COMMISSIONER STEVEN HOCKMAN	<u>✓</u>	—
COMMISSIONER JEANINE LONGTIN	<u>✓</u>	—
COMMISSIONER TIM STEVENS	<u>✓</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 40-11-11 duly passed and adopted this 2 day of November, 2011.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:



VIVIAN LEMLEY
TOWN CLERK

TOWN OF LAKE PARK
SEAL/SEAL
(TOWN/SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

EARL STEWART

RESOLUTION NO. 20-05-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN APPLICATION FOR A DEMOLITION PERMIT SUBMITTED BY EARL STEWART TOYOTA TO DEMOLISH ALL BUILDINGS FOR THE PROPERTY FORMERLY KNOWN AS THE JOURNEY'S INN AND APPROVING A SITE PLAN AUTHORIZING THE DEVELOPMENT OF A TEMPORARY PARKING LOT THEREON.

WHEREAS, Earl Stewart Toyota (the Applicant) has submitted an application for a permit to demolish the structures formerly occupied by the Journey's Inn and the former Cuban Restaurant (the subject property) located on US Highway One within the Town of Lake Park; and

WHEREAS, the subject property is legally described as: KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010.

WHEREAS, the Applicant proposes to demolish the buildings and fill and grade the footprints of these buildings with crushed asphalt for use by Earl Stewart Toyota as a temporary parking and storage lot for new and used vehicles, and

WHEREAS, in September 2009 the Town Commission agreed to the Applicant's request to demolish the buildings and use the property as a temporary parking and storage lot until such time as Stewart Toyota is able to construct additional buildings and expand the dealership on this site consistent with an approved site plan; and

WHEREAS, the Applicant has submitted a detailed site plan which meets engineering/drainage standards and provides for minimal landscaping; and does not meet the landscaping code; and

WHEREAS, the staff recommends the Commission approve the demolition permit and site plan application for temporary parking and has presented to the Town Commission its recommendations; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated as true and correct as the findings of the Town Commission.

Section 2. The Town Commission hereby approves a permit authorizing the demolition of the buildings which formerly were known as the Journey's Inn and El Colonial Cuban Restaurant.

Section 3. The Town Commission hereby approves a site plan for KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 12. PCN 36-43-42-20-01-121-0010 authorizing the construction of a temporary parking and storage lot on the subject property.

Section 4. The use of the subject property as a temporary parking and storage lot is subject to the following conditions:

- A. Landscaping. The Applicant shall place a minimum of 18 trees around the perimeter of the site.
- B. Paving. The Applicant shall cover the demolition footprints with crushed asphalt until such time as appropriate paving plans can be approved.
- C. Parking Plan. The site will be used for parking and storage of new and used vehicles on a temporary basis until a permanent plan for the use of the site is approved.
- D. Permit Duration. The permit will expire on April 30, 2012, at which time the Applicant will have to either apply for a new temporary permit or must be in the process of moving forward with the expansion of the dealership.
- E. Expiration. Temporary parking for a 2 year period with a minimum of 18 trees around the perimeter. Construction of the new facility must commence by May 5,

2012, or the subject site is required to be fully landscaped per the Town of Lake Park landscaping regulations.

Section 5. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by Mayor Du Bois, who moved its adoption. The motion was seconded by Commissioner Longtin and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	—
VICE-MAYOR PATRICIA OSTERMAN	<u>/</u>	—
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	—
COMMISSIONER JEANINE LONGTIN	<u>/</u>	—
COMMISSIONER KENDALL RUMSEY	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 20-05-10 duly passed and adopted this 5 day of May, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Du Bois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY



Community

APR 03 2012

Development

*received
via email.
04/03/12.*

4/1/2012

To Whom It May Concern:

Earl Stewart Toyota respectfully requests a temporary extension of our existing building permit for 1025 US 1 in Lake Park, FL. We also request inclusion on the Town Commission Meeting agenda at the earliest possible date to reach an agreement for a longer extension of the same permit.

Specifically:

- We request an extension for permission to use the lot at 1205 US 1 for vehicle storage as approved under Reso 20-05-10 until 10/1/2013
- We request an extension for permission to keep the office trailer on the lot at 1205 US 1 as approved under Reso 10-11-11 until 10/1/2013

We intend to submit a plan for full development of the property at 1205 US 1 by December 31st, 2012.

We have submitted a plan for landscaping the property at 1205 US 1. This was delivered to Nadia Di Tommaso's office on March 29th.

Please feel free to contact us with any questions or comments. We look forward to seeing everyone on May 2nd!

Sincerely,

Josh Stewart

Nadia DiTommaso

From: Jason Stewart [JasonS@estoyota.com]
Sent: Friday, April 13, 2012 2:42 PM
To: Nadia DiTommaso
Subject: Flag pole

Hi Nadia-

National Flag 30 feet x 60 feet.

We would like approval to build a 340' foot flag pole on the south west corner of our new used car center property (1025 US 1). This will be the largest flag pole in the United States and will fly the tallest American flag on the planet. We plan on dedicating the flag to our fallen and injured Veterans. Please add this request to the May 2nd agenda.

Thank You!

Jason
jason@estoyota.com
561.358.9133



TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 6, 2012

Agenda Item No. *Tab 3*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: SPECIAL EXCEPTION APPROVAL FOR A 6,784 SF MOTOR VEHICLE SALES FACILITY LOCATED AT 1430-32 10TH COURT.

RECOMMENDED MOTION/ACTION: APPROVAL WITH CONDITIONS.

Approved by Town Manager *[Signature]* **Date:** *6/1/12*

Name/Title: **Nadia Di Tommaso, Community Development Director** Date of Actual Submittal **05/16/2012**

Originating Department: Community Development	Costs: Advertisement and Certified Mail prior to P&Z Meeting. Funding Source: Project Cost Recovery. Acct. # 4528	Attachments: →Staff Report →Resolution _____ →Copy of certified letter →Application with Location Map →Palm Beach Post
Department Review: <input checked="" type="checkbox"/> Attorney <u>TJB</u> <input checked="" type="checkbox"/> Community Development <u>ND</u> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Other. Town Calendar and bulletin board. Previously advertised in the Post for P&Z meeting. Certified mailings to all properties within 300 ft specifying P&Z and TC meeting date mailed out.	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone – OR Not applicable in this case Please initial one. ND

Please refer to the Staff Report.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: June 6, 2012**

**REQUEST BY ROBERT RICHARDSON, FOR A SPECIAL EXCEPTION
APPROVAL FOR A 6,784 SF MOTOR VEHICLE SALES FACILITY LOCATED
AT 1430-32 10TH COURT, IN THE C-2 ZONING DISTRICT**

APPLICANT'S REQUEST: A request by Robert Richardson ("Applicant") and Jane Anderson Groot Marital Trust ("Property Owner") for the approval of a special exception use for a 6,784 square feet *Motor vehicle sales facility* located at 1430-32 10th Court, in the C-2 zoning district.

STAFF RECOMMENDATION: **APPROVAL** subject to the conditions of approval found herein.

MAY 7th P&Z RECOMMENDATION: **5-0 APPROVAL** subject to the conditions of approval found herein.

BACKGROUND:

Applicant(s):	Robert Richardson
Owner(s):	Jane Anderson Groot Marital Trust
Address/Location:	1430 10th Court, Lake Park, FL 33403
Net Acreage:	0.3145 acres (13,700 sf)
Legal Description:	See Application
Existing Zoning:	C-2 Business District
Future Land Use:	Commercial/Light Industrial

Adjacent Zoning

North:	C-2
South:	C-2
East:	C-2
West:	C-4

Adjacent Existing Land Use

North:	Commercial/Light Industrial: Motor Vehicle Repair
South:	Commercial/Light Industrial: Motor Vehicle Repair
West:	Commercial/Light Industrial: Motor Vehicle Sale
East:	Commercial: Retail/Bicycle Repair

SUMMARY OF REQUEST

The Applicant has requested the approval of a 6,784 sf Motor Vehicle Sale special exception use in C-2 commercial zoning district. This use is expressly listed in the C-2 zoning district as a special exception use, as follows:

"The town commission may permit special exception uses in the C-2 zoning district provided the town commission determines that the proposed use meets the special exception zoning criteria established in this chapter and is consistent with the goals, objectives and policies of the town's comprehensive plan. In order to ensure that the special exception use is consistent with and implements good zoning practices and the goals, objectives and policies of the town's comprehensive plan. The town commission may impose conditions upon the approval of a special exception use, including, but not limited to, conditions which require an applicant to exceed standards which have been adopted pursuant to the town's land development regulations."

The 1430 10th Court building consists of two units: 1430 and 1432 10th Court. The unit located at 1430 10th Court is currently being utilized by an auto body/repair shop. This business is known as Ron's Auto Body Repair Shop. The Applicant, a business legally known as Auto CG, is looking to locate its entire operation in 1432 10th Court with possible future expansion into the 1430 10th Court unit. The Applicant submitted a Zoning Certificate on March 13, 2012 requesting zoning approval of a Motor Vehicle Sales and Repair business. In reviewing the Town's business files, it is documented that the motor vehicle repair use has been ongoing in both the 1430 and 1432 10th Court units and is therefore a grandfathered use. Alternately, the motor vehicle sales component has not been ongoing in either one of the units and requires special exception approval per the Town of Lake Park code Section 78-72 (2)(j).

The Applicant is currently operating the Motor Vehicle Repair component at 1432 10th Court and is requesting that the Town Commission review and approve the Applicant's request for a Motor Vehicle Sales special exception use for the entire building located at 1430 10th Court in the C-2 zoning district. The total square footage of the building is 6,784 square feet.

Staff finds that all the special exception criteria in the Town Code have been satisfied, and recommends that the Town Commission **APPROVE** the special exception request for a 6,784 square foot motor vehicle sales facility in the C-2 district on the subject property.

SPECIAL EXCEPTION CRITERIA

The Town Commission may permit special exception uses in the C-2 zoning district, provided that the Town Commission determines that the proposed use meets the special exception zoning criteria established in Section 78-184 of the Town Code, and is consistent with the goals, objectives and policies of the

Town's Comprehensive Plan. The Town Commission may impose conditions upon the approval of a special exception use, including, but not limited to, conditions which require an applicant to exceed standards which have been adopted pursuant to the Town's land development regulations.

The following policies indicate the consistency between the Comprehensive Plan and the proposed use:

Future Land Use Element

Objective 1: Future growth and development shall be managed through the Future Land Use Plan Map and Comprehensive Plan, as implemented by land development regulations which: (...) (2) encourage the prevention, elimination or reduction of uses inconsistent with the Town goal statement and future land use plan; and (3) encourage redevelopment, renewal or renovation, that maintains or improves existing neighborhoods and commercial areas; (4) facilitate the achievement of economic development, historic preservation, resource preservation, and other key goals; and (5) (...) New, revised, or redeveloped uses of land shall be consistent with the designations shown on the Future Land Use Map (FLUM).

The Applicant is proposing a Motor Vehicle Sales use in addition to the grandfathered Motor Vehicle Repair use facility, totaling 6,784 SF, which may be permitted as a special exception use in the C-2 district. The Future Land Use Map delineates this area as a Commercial/Light Industrial area. A Motor Vehicle Sales business is a commercial use. Coupled with the existing Motor Vehicle Repair component, this represents an ideal use reflective of the Commercial/Light Industrial future land use designation. The proposed sale use will be compatible with the current Motor Vehicle Repair use and will provide additional motor vehicle services to the community in an appropriate area. In addition, the use will not create any noise nuisances or generate an excessive amount of additional traffic, as elaborated on in response #5 below.

Policy 1.1: Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

- a. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses;
- b. Ensure safe and convenient onsite traffic flow and vehicle parking needs;

The Motor Vehicle Sales and Motor Vehicle Repair uses are compatible with the adjacent land uses. The property is bounded on the north and south

sides by Motor Vehicle Repair uses, on the west side by Motor Vehicle Sales and on the east side by Bicycle Retail/Repair.

These similar uses are classified as “*Commercial new and used motorcycle, automobile, truck, boat, mobile home, recreation vehicle sale and rental and repair facilities and lots*” uses in the Parking Classification in Table 78-142-1 of the Town Code, and requires the following for Customer and Employee parking:

One space per employee at maximum shift; one space per repair service bay; one space per 4,500 square feet of outdoor sales display and rental; and one space per 500 square feet of enclosed gross floor area. The one space per 500 square feet on enclosed gross floor area is interpreted as the customer parking required for areas on the interior of the building which are accessible by the public and serve as sales (cars or parts) and rental.

Based on the above requirements, the following is required for the subject site:

- Employees at maximum shift = 4 = 4 spaces
- One repair service bay = 2 bays = 2 spaces (additional interior warehouse space will be used to store damaged vehicles)
- Outdoor sales display area being proposed = 1 space is being requested.
- One space per 500 sf of interior customer area = 1,000 SF = 2 spaces

The required parking for the subject property, which incorporates both units, is nine (9) parking spaces per Code. A total of nine (9) spaces are provided directly in front of the building.

Furthermore, Section 78-79 of the Code states under Section (1)(g): “*In the CLIC-1 and C districts, required off-street parking space may be located in the front yard except that no parking shall be permitted within five feet of the front lot line*”. The parking spaces provided for the subject property are situated right off the street. There is a clearance of approximately 23.5 feet between the wheel stop and the front property line. The Code requires that the parking spaces include a length of 18.5 feet. The remaining 5 feet satisfies the requirement set forth above. Adequate parking is provided.

8.0 Conservation

Objective 1: Protect air quality within the Town of Lake Park

The Applicant anticipates that the degree of noise, odor or other potential nuisance factors will not be increased by granting the special exception use of a Motor Vehicle Sales business. The proposed business will operate

internal to the building and will not be utilizing any heavy machinery that emits loud noises or harmful discharges. The Applicant is simply looking to legalize the Motor Vehicle Sales use. The proposed use is consistent with this policy.

Analysis of Criteria and Findings for Special Exception

The Code of Ordinances provides for the following process for a special exception approval:

Sec. 78-184. Criteria for special exception.

(a) A special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

(1) The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

The proposed use is commercial in a commercial/ light industrial area. Surrounding businesses include Motor Vehicle Repair, office, and light industrial uses. Additionally, the adjoining use in the same building is Motor Vehicle Repair.

(2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.

The Code allows Motor Vehicle Sales as a special exception use in the C-2 zoning district under Section 78-72 of the Town Zoning Code. Special review and determination is required as per Code Section 78-72. See response #3 below for additional consistency to the land development and zoning regulations.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

The Applicant's Motor Vehicle Sales/repair business use is compatible with the character and use (existing and future) of the surrounding properties. The proposed use is commercial light industrial in nature and will be located in a commercial/light industrial area, with surrounding commercial/light industrial uses. No changes are being proposed to the building's function, setbacks or height. The existing and proposed business will maintain the same hours of operation as surrounding businesses and will not generate any additional traffic. Nine (9) parking spaces are provided onsite. The entire building has approximately 6,784 SF of building area with existing Motor Vehicle Repair uses and a Motor Vehicle

Sales use being proposed. The building has sufficient parking spaces to accommodate the businesses on-site.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

Currently there are no motor vehicle sales uses in the surrounding area, therefore adding this use will not create a concentration of this type of use. The proposed retail use will not be detrimental to the area since it is a small scale Motor Vehicle Sales business which will not sell a large amount of cars and is only proposing one exterior display space. The existing building is set up for this type of use, and no heavy machinery emitting harmful discharges or loud noises will be present. Palm Beach County Fire performed an inspection and does not have any special requirements.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The use will generate additional employees although will not generate an excessive increase in the amount of persons utilizing the property at any given time. The traffic generated will remain consistent with the neighboring uses. Finally, the degree of noise, odor, visual, or other potential nuisance factors will not be increased with this special exception use seeing as no excessive number of cars for repair and sale are being proposed and all sales and repair activities will be conducted indoors.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.
- b. Does not adversely affect property values in adjacent areas.
- c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The Applicant is not requesting any changes to the building height, setbacks or exterior walls. The proposed use will be operating internal to the existing building and will not produce any harmful discharges other than those that are generally inspected under the existing motor vehicle repair use. The proposed use will consequently not reduce light and air to adjacent property, adversely affect property values, deter redevelopment, or impact any natural systems. The Applicant would simply like to bring the retail component to the existing Motor Vehicle Repair use into compliance, by requesting review from the Planning and Zoning Board and the Town Commission, per the Town Code requirements.

Applicant's Response to Special Exception Criteria. Please see the attached responses to the special exception criteria as provided by the Applicant.

STAFF RECOMMENDATION ON SPECIAL EXCEPTION REQUEST:

The special exception criteria have been satisfied. Staff recommends that the Town Commission **APPROVE** the special exception request of a 6,784 square foot Motor Vehicle Sales business at 1430 10th Court with the following conditions of approval:

- (1) The front yard of the property is required to be improved with a paving/stripping permit filed with the Town of Lake Park Community Development Department within 14 days following approval of the Special Exception.
- (2) Due to accessibility constraints, the rear side of the building shall only be used for storage purposes and shall be adequately screened from public view per the Town Code requirements. All required parking shall be in the front of the building and shall meet the parking requirements of the Town Code at all times. Given the current building configuration whereby a maximum of 4 employees; 2 service bays and a total of 1,000 square feet is set aside as customer service area in both units located within 1430 10th Court, a maximum of one (1) display space is permitted within the nine (9) available spaces.
- (3) Foundation planting shall be provided along the east side façade that directly abuts the front parking area (excluding entryways, doorways or other building access points). Planting selections shall be included with the paving/stripping permit requirement in condition #1 above.

MAY 7th P&Z RECOMMENDATION: 5-0 APPROVAL subject to the conditions of approval found herein.

RESOLUTION NO. 10-06-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR A MOTOR VEHICLE SALES BUSINESS TO BE LOCATED AT 1430 10TH COURT IN THE C-2 ZONING DISTRICT; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Robert Richardson, ("Applicant") is the owner of a motor vehicle repair business which is located at 1430 10th Court ("subject property") in the Town of Lake Park, Florida; and

WHEREAS, the Applicant leases the subject property from the Jane Anderson Groot Marital Trust ("Property Owner"); and

WHEREAS, the subject property is within the C-2 zoning district, and

WHEREAS, the Applicant has submitted an application for approval of a special exception use to allow for a motor vehicle sales business ("Application") to be operated in conjunction with its motor vehicle repair business upon the subject property ; and

WHEREAS, the Town of Lake Park's Planning and Zoning Board has reviewed the Application and has made its recommendation to the Town Commission; and

WHEREAS, the Town Commission has conducted a quasi-judicial public hearing to consider the Application; and

WHEREAS, at this hearing, the Town Council considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan, the special exception criteria as set forth in Section 78-184, and other provisions of the Town's Land Development Regulations which are applicable, and

WHEREAS, at the hearing the Town Commission determined that certain conditions are necessary in order for the Application to meet the special exception criteria of Section 78-184 and the Town's Land Development Regulations; and

WHEREAS, the Applicant, the Property Owner, and their successors and assigns shall be subject to the conditions contained in Section 2.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves the request for a special exception use of motor vehicle sales on the subject property subject to the following conditions:

- (1) The front yard of the subject property shall be paved and striped in accordance with the Town's requirements. The Applicant/Property Owner shall obtain a permit from the Town's Community Development Department and complete the work within 14 days of the effective date of this Resolution.
- (2) Due to accessibility constraints, the rear side of the building shall only be used for vehicle storage purposes and shall be screened from public view in accordance with the requirements of the Town Code .
- (3) All required parking shall be in the front of the building and shall meet the parking requirements of the Town Code .
- (4) Given the current building configuration whereby a maximum of four employees; two service bays and a total of 1,000 square feet is set aside as customer service area in both units located within 1430 10th Court, a maximum of one display space is permitted within the nine available spaces.
- (5) Foundation planting shall be provided along the east side façade that directly abuts the front parking area (excluding entryways, doorways or other building access points). Planting selections shall be included with the paving/stripping permit requirement in condition #1 above.

Section 3: This Resolution shall become effective upon adoption.

The foregoing RESOLUTION was offered by Commissioner _____, who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to roll call vote, the vote was as follows:



Town of Lake Park
Community Development Department

Certified Mail

You are receiving this letter because the Code Section 55-64 of the Town of Lake Park Code of Ordinances requires that all residents within 300 feet receive a certified copy of this notification.

April 26, 2012

**Re: Automotive Litigation Consultants, LLC DBA Auto CG Special
Exception Application**

Dear Property Owner:

Please be advised that Robert Richardson, as owner of the Automotive Litigation Consultants, LLC DBA Auto CG and William J. Peaffenberger and Michael J. Parsons, as Co Trustees of the Jane Anderson Groot Marital Trust for the property located at 1430 10th Court, Lake Park, Florida, have filed an application for a special exception pursuant to Code Section 78-72 to allow for a Motor Vehicle Retail facility to be operated at the aforementioned address.

The Planning & Zoning Board will conduct a public hearing on the special exception application on May 7th, 2012, and the Town Commission will subsequently conduct a public hearing to consider this application on May 16th, 2012 or as soon as thereafter as can be heard. The Planning and Zoning Board meeting is scheduled for 7:30 p.m., in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida. Subsequent Town Commission hearings are scheduled for 7:00 p.m., in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Florentina Hutt

Planner



COMMUNITY
APR 19 2012
DEVELOPMENT

THE TOWN OF LAKE PARK
Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Name of Applicant/Agent: AUTOMOTIVE LITIGATION CONSULTANTS, LLC DBA AUTO

Address: 1430 10th Court Lake Park FL 33403

Telephone: 561.881.4555 Fax: _____

E-mail address L1robert@aol.com

____ Owner Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): WILLIAM T. PEATTENBERGER & MICHAEL J. PARSONS
AS CO TRUSTEES OF THE JANE ANDERSON CROFT MARITAL TR

Address: 772 U.S. 1 NORTH PALM BEACH FL 33408

Telephone: _____ Fax: _____

E-Mail address: _____

Property Location: 1430 10th COURT LAKE PARK FL 33403

Legal Description LAKE PARK ADD 2 LT 17 BLK 132

Property Control Number: 36-43-42-20-04-132-0170

Future Land Use: AUTO SALES Zoning: C2 BUSINESS (36-LAKEPAC)

Acreage: 0.345 Square Footage of Use: 6784

Proposed Use: AUTO SALES

Adjacent Property

Direction	Zoning	Business Name	Use
North		NONE	AUTO REPAIR
East		LAKE PARK BICYCLE	BICYCLE SALES/REPAIR
South		E & L AUTO REPAIR	AUTO REPAIR
West		MULLINAV FORD	AUTO DEALERSHIP

APPLICATION REQUIREMENTS:

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

THE SPECIAL EXCEPTION IS LIGHT COMMERCIAL-INDUSTRIAL

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

IT IS WITHIN THE SPECIAL EXCEPTION USES

3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function, hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

THIS LOCATION WAS AUTO SALES BEFORE THIS LOCATION
WILL BE FOR USED AUTO SALES WHICH IS
COMPATIBLE WITH AUTO REPAIR

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

THERE ARE NO CURRENT AUTO SALES ON THE
STREET AND IT WILL NOT BRING HEAVY TRAFFIC

5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the Special Exception use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use. **PLEASE SEE ATTACHMENT**

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

PLEASE SEE ATTACHMENT

7. Please provide the following:

- a. Special Exception fee plus escrow of \$800.00.
- b. Advertising costs. The petitioner shall pay all costs of publication of public hearing required in a newspaper of general circulation within the Town. This cost will be deducted from the escrow.
- c. Courtesy Notice Property Owners List. A complete list of property owners and mailing addresses of all property owners within 300 feet of the subject parcel as recorded in the latest official tax role in the County Court House. Certified Mail will be sent to all owners within 300 feet; postage will be deducted from escrow.
- d. The applicant must place a 3'x 3' sign on the property to be readily visible to vehicular and pedestrian traffic stating "THIS SITE IS BEING CONSIDERED FOR A CONDITIONAL USE - TOWN OF LAKE PARK". The applicant shall remove sign from subject property within ten (10) days of final action.
- e. Location Map

initially only one copy
for review, once reviewed,
3 copies
bundled
together
re
quired

- f. Provide a site plan drawn to scale indicating the size of the buildings, the intended floor area ratios, the quantity of parking spaces proposed to be provided, the intended access road(s), the general type of construction in accordance with the Florida Building Code and the codes of the Town of Lake Park, and the availability and approximate location of utilities.
- g. Provide a certified boundary survey by a surveyor registered in the State of Florida containing an accurate legal description of the property and a computation of the total acreage of the parcel.

DOCUMENTS:

- 1. A statement of the applicant's interest in the property.
- 2. A warranty deed with an affidavit from the applicant that the deed represents the current ownership.

REPORTS:

A traffic impact analysis, if required by the Town Engineer or staff, on the project generated Traffic impact on the external street serving the site.

For the final review, 13 complete sets of all final required documents, after approval of all other governing agencies, must be submitted.

5- A- number of working personal will be four

B-None

c-Same as now

6-A not applicable

B -it may improve property values

c- business would exist inside and would not interfere with any future improvement

D- does not

E-In comply

Address for 300 Feet

1-Laura Grigsby (Northlake animal Hospital

1428 10th street lake park fl 33403

2-Ken Montavani 1434 10th court lake Park FI 33403

3- Anthony Tranquillo Lake Park Bicycle 1438 10th st lake Park fl 33403

4- Douglas A Wojcechowski Pronti 1440 10th st Lake Park fl 33403

5- Steven Swarts E & L Auto 1424 10th court

6

c- business would exist inside and would not interfere with any future improvement

D- does not

E-In comply

Address for 300 Feet

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3- Anthony Tranquillo Lake Park Bicycle 1438 10th st lake Park fl 33403

4- Douglas A Wojcechowski Pronti 1440 10th st Lake Park fl 33403

5- Steven Swarts E & L Auto 1424 10th court

The Town of Lake Park
Community Development Department



PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that the Town of Lake Park Code of Ordinances under Section 51-6 provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs can include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional staff time, cost of reports and studies, NPDES stormwater review and inspection costs, all engineering fees and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions please contact the Community Development Department at 561-881-3318.

I, Robert Richardson have read and understand the regulations above regarding cost recovery.

Robert Richardson
Signature of Property Owner

4.19.2012
Date



Address: 1430 10th Court, Lake Park, FL 33403

Net Acreage: 0.3145 acres (13,700 SF)

NOTICE OF PUBLIC HEARING BY THE PLANNING& ZONING BOARD OF THE TOWN OF LAKE PARK

PLEASE TAKE NOTICE AND BE ADVISED that the Planning and Zoning Board will hold a public hearing on Monday, May 7, 2012, at 7:30 p.m., or as soon thereafter as can be heard in the Lake Park Town Commission Chambers, 535 Park Avenue, Lake Park, Florida, for a Special Exception filed by Automotive Litigation Consultants, LLC DBA Auto CG to expand the use of a motor vehicle sales and repair facility within the C-2 business district, for property located at 1430 10th Court Lake Park, Florida.

All documents pertaining to said project are available in the Community Development Department, 535 Park Avenue, Lake Park, Florida, and may be reviewed by the public during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, telephone number (561) 881-3318.

In accordance with the American disabilities Act and Florida Statue 86.25, persons with disabilities needing special accommodations to this process should contact the Town Clerk's Dept. no later than 5 days prior to the proceeding at telephone number (561) 881-3311 for assistance; if hearing impaired, telephone Florida Relay Service Numbers (800) 955-8771 (TDD) OR (800) 955-8700 (voice) for assistance. If a person decides to appeal any decision made by the Planning & Zoning board with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which records includes the testimony and evidence upon which the appeal is to be based. One or more Town Commissioners may be present at this meeting.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 6, 2012

Agenda Item No. *Tab 4*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- ~~CONSENT AGENDA~~
- Other:

SUBJECT: Piggy-back "Emergency Debris Removal and Disaster Recovery Services" Agreement between Palm Beach County Solid Waste Authority (SWA) and CrowderGulf.

RECOMMENDED MOTION/ACTION: Approve Resolution

Approved by Town Manager *[Signature]* Date: *6/1/12*
[Signature] May 30, 2012
 David Hunt / Public Works Director Date of Actual Submittal

Originating Department: Public Works	Costs: \$ N/A Funding Source: Acct. #	Attachments: Original SWA Contract Amendments 1 and 2 Letter of Acceptance Town Attorney Approval
Department Review: <input checked="" type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>[Signature]</i> Please initial one.

Summary Explanation/Background: After a declared emergency, FEMA will reimburse municipalities for expenses associated with contracted clean-up of storm debris only if the rates paid are established by a competitive bid process. The SWA has awarded contracts to qualified companies based upon their low bid submittals for services in the unincorporated areas. CrowderGulf has agreed to extend their rates to the Town by way of piggyback on the SWA contract terms and conditions.

The Town has maintained two disaster debris contracts in the event that one of the contractors is not able to respond in a timely manner immediately after a storm. This agreement shall take the place of a contract the Town had piggybacked with the Village of Pinecrest that expired in December of 2011.



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

June 22, 2007

VIA FEDEX
7902 7668 7109

Ms. Ashley Ramsay
Crowder-Gulf
5435 Business Parkway
Theodore, AL 36582

**Re: Contract No. 07-242
Hurricane/Disaster Debris Removal, Reduction & Disposal**

Dear Ms. Ramsay:

Forwarded herewith is one (1) original, fully executed Contract for your files. Should there be any questions, please do not hesitate to contact me.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Michael Davis', is written over a large, stylized flourish that starts with a long horizontal line and curves upwards and to the left.

J. Michael Davis, Procurement Manager
Purchasing Services

Enclosure

c: M. Hammond
M. Eyeington
J. Archambo
A. Germanowicz
S. Brady



***CONTRACT FOR
HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL***

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

CROWDER-GULF

CONTRACT NO. 07-242

Contract for Professional Services
Contract No. 07-242

This Contract, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and Crowder-Gulf (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 01-0626019:

Whereas, AUTHORITY requires the removal, reduction, and disposal of hurricane/disaster debris.

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE/TERM

The effective date of this Contract shall be **June 14, 2007**.

Term of Contract shall be for a three (3) year period, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Contract for one (1) additional three (3) year period at the same terms and conditions with approval from the AUTHORITY's Governing Board. Such extension shall be in the form of a written Amendment to the Contract executed by both parties. The continuance of this Contract from year to year is contingent upon successful annual recertification of the CONTRACTOR'S capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the AUTHORITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The AUTHORITY, by virtue of this contract, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this contract is in full force and effect.

2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and **Employer's Liability** Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish **AUTHORITY certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the **AUTHORITY**. CONTRACTOR shall include **AUTHORITY** as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Contract. All of CONTRACTOR'S sub-contractors shall be required to include **AUTHORITY** and **CONTRACTOR** as **additional insured** on their General Liability insurance policies.

In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the **AUTHORITY** for any claim in excess of the sub-contractor's insurance coverage.

The CONTRACTOR shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by the **AUTHORITY**.

ARTICLE 5 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to **AUTHORITY**, re-perform services which fail to satisfy the foregoing standard of care.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 10 - SUB-CONTRACTING

The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to review the capabilities of any sub-contractor to perform properly under this Contract. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

If a sub-contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Governing Board of the AUTHORITY.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - TERMINATION OF CONTRACT

This Contract may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Contract through no fault of the CONTRACTOR. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.

shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

ARTICLE 20 - ENTIRETY OF CONTRACT

The AUTHORITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 21 - MODIFICATION

The Contract may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Contract without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 23 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

ARTICLE 27 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Fax. No.: 561-640-3400

As To CONTRACTOR

Crowder-Gulf
5435 Business Parkway
Theodore, Alabama 36582
Attention: Ashley Ramsay, General Manager
Office No.: 800-992-6207 Fax. No.: 251-459-7433

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 28 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his successor, who shall act as the AUTHORITY'S representative during the term of the Contract.

ARTICLE 29 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Contract. Notification shall be made within five (5) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel and rescind this Contract. The following personnel shall be considered key personnel:

John Ramsay, President / Director of Operations
John Campbell, Emergency Management & Training
Buddy Young, Public Relations / Project Manager / FEMA Expert

ARTICLE 33 - ORDER OF CONTRACT ACTIVATION/LOCATION ASSIGNMENT

This contract is one of the four (4) contingent contracts the AUTHORITY has entered into for HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL. The contracts awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the firm(s) in the order of the selection committee ranking, as best meets the needs of the AUTHORITY. Two firms tied and were both ranked number one in the selection process - Ashbritt, Inc. and Phillips & Jordan, Inc. The AUTHORITY has deemed it to be in its best interest, at least initially, to divide Palm Beach County North and South with Lake Worth Road being the dividing line. The AUTHORITY has assigned Ashbritt, Inc. to all locations South of Lake Worth Road and Phillips and Jordan, Inc. to all locations North of Lake Worth Road. Ceres Environmental Services and Crowder Gulf were ranked second and third respectively. If activated they will be assigned to the location(s) deemed appropriate by the AUTHORITY at its sole discretion. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 34 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for vendor default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 35 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the Contractor in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require a \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Crowder-Gulf have executed this Contract all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. Maundrad Brady
2. Michael Quinn

By: Mark Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: Heaven Lulla
General Counsel to the Authority

CROWDER-GULF:

Attest:

[Signature]
Corporate Secretary

By: [Signature]
(Corporate Seal)

Witness:

1. Ashley Ramsay
2. Melinda Kohler

Name: John Ramsay
Title: President

STATEMENT OF WORK - OVERALL**I. PROJECT DESCRIPTION AND REQUIREMENTS**

The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.

The CONTRACTOR submits he is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in a maximum of 120 days. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in the appropriate Task Order(s).

The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus of this Contract is on the work resulting from hurricane damage to Palm Beach County.

II. BACKGROUND**A. Introduction**

The AUTHORITY has developed a Debris Management Plan that describes the general needs and approaches for handling large volumes of debris after a major disaster. It provides general information on debris classifications, local hauling, and disposal capabilities and capacities, and considerations for Temporary Debris Sites. That plan will provide general guidance for the CONTRACTOR and is part of contract, Exhibit C.

The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and contractor forces.

residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. (This includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.

When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at any temporary debris site operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Exhibit E. Additional sites (privately owned mostly) may become available as plans develop.

The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to

authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, 7 days per week. Any deviations from this schedule will require AUTHORITY approval.

The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.

The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount reflected in the RFP document. Payment will be made at the unit rates in the contract. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the AUTHORITY.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

PART 1 - DEBRIS REMOVAL AND DISPOSAL OPERATIONS

General

The purpose of Part 1 of this scope of work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator.

and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.

The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days.

In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Contract, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

Equipment

All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

- Fencing must be permanently attached to one side of the truck bed.
- After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
- Fencing must extend to the bottom of the bed.
- After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
- Solid iron metal bars must be secured to both sides of the fencing.
- There shall be no hand loaded equipment allowed.

The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and contractor load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

PART 2 - TEMPORARY DEBRIS SITE OPERATIONS

General

The purpose of Part 2 of this scope of work is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.

The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.

The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site within five (5) days of site opening date.

Services

The scope of work consists of two parts.

The first part includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Part B. Site set-up/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed

Locations of all Temporary Debris Sites will be provided by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, that might have been negotiated under a Task Order shall be documented for payment.

Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

Reporting

The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Daily and cumulative hours for each piece of equipment, if appropriate
- Daily and cumulative hours for personnel, by position, if appropriate
- Volumes of debris handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

Other Considerations

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area.

In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be fined \$25,000.00 per day for every day the site has to remain closed.

Debris Clearance (for access) from Right-of-Ways and Public Property

The Authority provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of-ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.

- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection

Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in a \$10,000 per day fine. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a \$2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

V. PERFORMANCE OF CONTRACTOR

It is the intent of this Contract to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Contract.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to open pre-storm identified sites within three (3) calendar days of natural disaster - \$10,000 per day for each day not opened
2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures - \$25,000 per day, for each day site must remain closed

FEE SCHEDULE

**HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL
CONTRACT NO. 07-242**

PART A - VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD DEBRIS DISASTER

Item/Description	Estimated		Unit Price
	Quantity	Unit	
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site or Authority approved Disposal Facility	3,000,000	CY	10.25
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping area clean of trash, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	1.60
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	3.50
4.0 Loading, hauling and disposing wood chips to final destination.	1,000,000	CY	6.90
5.0 Loading, transporting and final disposition (disposal) of construction and/or mixed debris from Temporary Debris Site hauling to a permitted C&D recycling facility or any other approved non-Authority Disposal Facility.	500,000	CY	19.20
Loading and transporting only of construction and/or mixed debris from Temporary Debris Site to one of the following:			
A. Okeechobee County Landfill	400,000	CY	9.50
B. Pompano Beach Landfill	100,000	CY	8.90
6.0 Volume reduction through air curtain incineration or open burning.	2,500,000	CY	2.25

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

FEE SCHEDULE

PART B - HOURLY RATES

DEBRIS MANAGEMENT SITE SET-UP AND CLOSURE			
DEBRIS CLEARANCE FOR ACCESS			
OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES			
EQUIPMENT AND LABOR RATES			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Bobcat Loader	51.00	14.00	65.00
Crew Foreman w/ Cell Phone and Pickup	16.00	32.00	48.00
Dozer, Tracked, D5 or similar	102.00	18.00	120.00
Dozer, Tracked, D6 or similar	120.00	18.00	138.00
Dozer, Tracked, D7 or similar	122.00	18.00	140.00
Dozer, Tracked, D8 or similar	132.00	18.00	150.00
Dump Truck, 18 CY-20 CY	48.00	16.00	64.00
Dump Truck, 21CY-30 CY	51.00	16.00	67.00
Generator and Lighting	10.00	16.00	26.00
Grader w/ 12' Blade	80.00	20.00	100.00
Hydraulic Excavator, 1.5 CY	100.00	20.00	120.00
Hydraulic Excavator, 2.5 CY	110.00	20.00	130.00
Knuckleboom Loader	80.00	20.00	100.00
Laborer w/ Chain Saw	2.00	30.00	32.00
Laborer w/small tools, traffic control, flag person	2.00	26.00	28.00
Lowboy Trailer w/ Tractor	80.00	20.00	100.00
Operations Manager w/ Cell Phone and Pickup	16.00	60.00	76.00
Pickup Truck, .5 Ton	16.00	-0-	16.00
Soil Compactor 81 HP+	45.00	18.00	63.00
Soil Compactor to 80 HP	60.00	18.00	78.00
Soil Compactor, Towed Unit	24.00	16.00	40.00
Truck, Flatbed	20.00	16.00	46.00
Tub Grinder, 800 to 1,000 HP	500.00	20.00	520.00
Water Truck	48.00	16.00	64.00
Wheel Loader, 2.5 CY, 950 or similar	100.00	20.00	120.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	110.00	20.00	130.00
Wheel Loader, 4.5 CY, 980 or similar	130.00	20.00	150.00
Wheel Loader-Backhoe, 1.0-1.5 CY	52.00	18.00	70.00

**PALM BEACH COUNTY
DEBRIS MANAGEMENT PLAN**

Revised February 2007

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ACKNOWLEDGEMENTS

Palm Beach County Engineering and Public Works (PBCENG) Department is the lead agency responsible for emergency debris clearance on essential transportation routes and for coordinating the permanent removal and disposal of all debris deposited along or immediately adjacent to public rights-of-way. This Debris Management Plan identifies the actions required to plan for and respond to a natural debris-generating event.

The Road and Bridge Division of PBCENG is responsible for emergency debris clearance from essential transportation routes based on pre-established priorities identified in the Emergency Support Function (ESF) 3 Annex to the County Comprehensive Emergency Management Plan (CEMP). PBCENG is also responsible for clearing debris for egress from specified critical facilities

The Solid Waste Authority of Palm Beach County is responsible for coordinating the permanent removal, storage, and disposal of all debris deposited along or immediately adjacent to public rights-of-way in consultation with the lead agency and through private vendor resources as specified in the ESF3 Annex to the CEMP.

PBCENG recognizes the cooperation from the other PBC departments and agencies identified in this Debris Management Plan. Your understanding of the importance of having a coordinated debris management plan in place prior to a natural disaster will contribute to the safety and well being of all residents of PBC.

George Webb
Director
Palm Beach County Engineering and Public Works Department

ACRONYMS USED IN THIS PLAN

CADD - Computer Aided Drafting and Design
CEMP - County Comprehensive Emergency Management Plan
DCAT - Debris Contract Administrative Team
DMC - Debris Management Center
EMC - Emergency Management Coordinator
EMT - Emergency Management Team
EOC - Emergency Operations Center
EOCREP - Emergency Operations Center Representative
PBCENG - Engineering and Public Works Department
ESF3 - Emergency Support Function 3 (Engineering)
GIS - Geographic Information System
PBC - Palm Beach County
P&R - Department of Parks and Recreation
PIO - Public Information Officer
SWA - Solid Waste Authority of Palm Beach County

DEFINITIONS

Construction, Demolition and Land-Clearing Wastes: Any type of solid waste resulting from land-clearing operations, the construction of new buildings or remodeling structures, or the demolition of any building or structure.

Garbage: All organic waste, consisting of the residue of animal, fruit or vegetable matter, resulting from the preparation, cooking, handling or storage of food, exclusive of human or animal feces. It shall also include all household solid waste materials, tree cuttings, leaves, garden vegetation, trimmings, and other types of trash.

Hazardous Waste: Any waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which because of its quantity, concentration or physical, chemical or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Industrial Waste: Any liquid, gaseous, solid, or other waste substance, or a combination thereof, resulting from any process of industry, manufacturing, trade or business or from the development of any natural resources.

Recycling: The County encourages the voluntary participation of all of its residents to reduce the waste stream through recycling. Residents are strongly encouraged to recycle all items that are recyclable and throw away for ultimate landfill disposal only those items, which cannot be recycled. Special containers are provided at numerous manned recycling and solid waste centers for the storage and collection of

- Newspapers
- Green glass
- Brown glass
- Clear glass
- Aluminum and bi-metal beverage cans
- PET plastic milk jugs
- HDPE plastic drink bottles
- Used motor oil
- Lead acid batteries
- Scrap metals and appliances including refrigerators, stoves, water heaters, etc.

PALM BEACH COUNTY DEBRIS MANAGEMENT PLAN

AUTHORITY

Emergency Support Function 3 (ESF 3)
Public Works Annex to the County
Comprehensive Emergency Management
Plan (CEMP).

GENERAL

Palm Beach County Engineering and Public Works (PBCENG) Department is the primary agency responsible for the restoration of the public infrastructure following a disaster. PBCENG's Road and Bridge Division is responsible for emergency debris clearance of essential transportation routes and other critical public facilities based on recommendations from the Rapid Impact Assessment Team.

The Solid Waste Authority (SWA) is a supporting agency responsible for implementing debris removal and disposal actions in order to save lives and protect property. PBCENG will coordinate with and support SWA in the permanent removal, storage, grinding, and disposal of all disaster-related debris from public property. Private property debris must be placed on or immediately adjacent to the public rights-of-way to be eligible for pickup and disposal.

PURPOSE

To provide organizational structure, guidance, and standardized procedures for the clearance, removal and disposal of debris caused by a major debris-generating event.

To establish the most efficient and cost effective methods to resolve disaster debris removal and disposal issues.

To expedite debris removal and disposal efforts that provide visible signs of recovery designed to mitigate the threat to the health, safety and welfare of PBC residents.

To coordinate partnering relationships through communications and pre-planning with local, State and Federal agencies involved with debris management responsibilities.

To implement and coordinate private sector Debris Removal and Disposal contracts to maximize cleanup efficiencies.

SITUATION AND ASSUMPTIONS

Situation

Natural disasters such as hurricanes, tornadoes, and flooding precipitate a variety of debris that include, but are not limited to, such things as trees and other vegetative organic matter, building/construction material, appliances, personal property, mud, and sediment.

The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity. This plan is based on the debris-generating capacity of a Category 4 Hurricane with wind speeds in excess of 131 miles per hour and heavy rainfall. A Category 4 Hurricane will cause extensive damage to large trees and shrubs in addition to substantial structural damage to homes and commercial property. Mobile homes will be destroyed. Storm surge will push sea levels 13-18 feet above normal resulting in flooding of areas less than 10 feet above sea level 6 miles inland.

private agencies involved with the debris cleanup operation.

The county has been divided into 9 Debris Management Zones (See Enclosure 1) to facilitate and coordinate the rapid and economic clearing and eventual removal and disposal of disaster-generated debris. The 9 Debris Zones coincide with the 9 SWA service areas used for solid waste collection.

The PBC Debris Manager will assign a PBCENG Debris Coordinator to the Emergency Operations Center (EOC) with the responsibility for coordinating all debris clearance and cleanup actions involving PBCENG Road and Bridge Division personnel and equipment, SWA, and PBC Parks and Recreation (P&R) Department personnel and equipment. (See Figure 1) Actions will focus on keeping track of progress of the initial debris clearance from public roadways and critical facilities. The PBCENG Debris Coordinator will keep the SWA EOC Representative and other department debris coordinators informed of cleanup progress and any problems encountered or expected.

The PBC Debris Manager will be supported by a joint debris staff made up of personnel from the Solid Waste Authority staff and representatives from other supporting departments and agencies under direct control of the Executive Director of the Solid Waste Authority. (See Figure 2) The Debris Management Center (DMC) that will be located at the Solid Waste Authority Administration Building located at 7501 North Jog Road, West Palm Beach, FL 33412.

Solid Waste Authority Executive Director

The Executive Director of the Solid Waste Authority will be responsible for, but not limited to, the following with respect to any and all debris management issues:

- Keep the PBC Debris Manager briefed on the status of debris removal and disposal operations.
- Provide a DMC representative at all meetings with other government and private agencies involved with the debris cleanup operation.
- Appoint a SWA Emergency Management Coordinator (EMC) responsible for daily operational control of the DMC.
- Appoint a Public Information Officer (PIO) to coordinate media reports on debris operations with the EOC's PIO.
- Coordinate with affected cities within PBC on all debris clearance, removal and disposal issues through EOC conference calls.
- Convene emergency debris coordinating meetings at the DMC as appropriate.
- Ensure that the DMC is provided all needed administrative staff support.

Palm Beach County Director of Parks and Recreation

The Director of PBC P&R will provide a representative to the EOC to coordinate all P&R debris missions. The P&R Debris Coordinator will be responsible for coordinating all P&R debris cleanup actions involving P&R and contractor personnel and equipment. Actions will focus on supporting PBCENG with debris removal from PBC parks and recreational facilities. The P&R Debris Coordinator will keep track of progress of park debris cleanup operations. The P&R Debris Coordinator will also keep other department debris coordinators informed of cleanup progress and any problems encountered or expected.

Debris Management Center Organization Chart

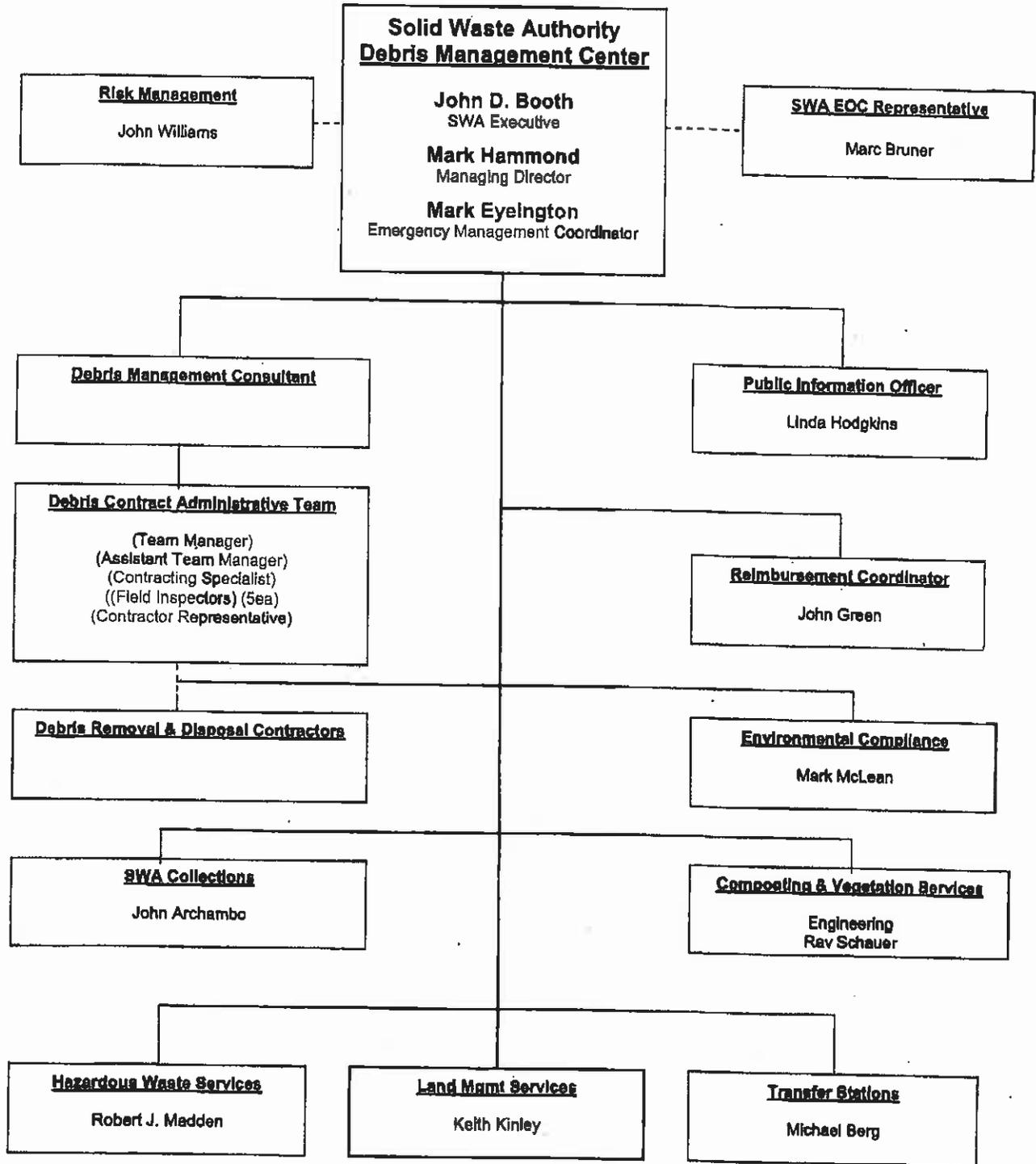


Figure 2

garbage from storm debris; segregating household hazardous waste; placing disaster debris at the curbside; keeping debris piles away from fire hydrants and valves; reporting locations of illegal dump sites or incidents of illegal dumping, and segregating recyclable materials. Pickup schedules will be disseminated in the local news media and the SWA Emergency Information Hotline 561-640-4000.

Reimbursement Coordinator

The SWA Reimbursement Coordinator will provide for the collection and compilation of all labor, equipment hours, materials/supplies and expenditures related to disaster response and recovery. The Reimbursement Coordinator will also manage the receipt and submission of all Debris Contractor payables via load tickets and load ticket data base information.

Environmental Programs

The SWA Environmental Programs (Environmental) will assist with the coordination with federal, state, and local environmental regulatory agencies, the DCAT and the debris management contractors. Environmental shall also assist with compliance monitoring for all Debris Management Sites based on applicable regulations or Emergency Orders issued by the Florida Department of Environmental Protection (FDEP) and debris management contracts.

SWA Customer Information Services

The SWA Customer Information Services (CIS) shall be responsible for the coordination with franchise waste haulers to reestablish garbage collection in the unincorporated areas of the county and in cities through contact and municipal public works departments. CIS will provide a communication link between the general public, waste haulers and the DCAT. CIS will

coordinate their activities with Emergency Management Coordinator in matters regarding storm debris collection, transportation, and disposal. CIS will provide support in the monitoring of Debris Contractors, load inspections at DMs and other off-site areas and the preparation of Load Sheets at Debris Management sites, choke points, or other public right-of-ways in impacted areas.

Composting and Vegetation Services

Composting and Vegetative Services will provide support, as available, to the DCAT in the monitoring of the yard trash Debris Management sites located in various places throughout the county.

Hazardous Waste Services

SWA Household Hazardous Waste Services (Hazwaste) shall be responsible for the coordination of inspections, notifications, and if necessary, cleanup or mitigation of any hazardous waste releases at SWA facilities. Hazwaste will resume operation of household hazardous waste collection centers as soon as conditions allow. In coordination with the Debris Management Consultant and the DCAT, Hazwaste will identify household hazardous waste (HHW) drop-off locations within Debris Zones as needed. Hazwaste will monitor these HHW drop-off points for compliance with appropriate regulations and provide for the timely removal and disposal of any and all hazardous waste brought to these sites. At the request of the DCAT, Hazwaste will coordinate the removal any household hazardous waste left at any of the Debris Management sites located through the county.

Land Management Services

SWA Land Management Services (Land Management) shall be responsible for storm debris cleanup at SWA facilities. Land Management will provide a status report to

This manner of scheduling debris removal allows residents to return to their properties and bring debris to the edge of the rights-of-way as property restoration progresses.

PBC has been divided into nine (9) Debris Zones to control and expedite debris-removal and disposal operations (See Enclosure 1) The quantity of potential debris generated by a Category 4 Hurricane for each Debris Zone is shown in Table 1.

The SWA uses a Debris Prediction Model based on the Army Corps of Engineer's Debris Model to calculate the approximate amount of storm debris that will be generated as a result of a category 1 hurricane or above.

**Phase II:
Debris Removal and Disposal -
Municipal***

Each municipality is responsible for coordinating the permanent removal,

storage, and disposal of all debris deposited along or immediately adjacent to public rights-of-way in the municipality.

The SWA has entered into Interlocal Agreements with municipalities in Palm Beach County to allow for a cooperative effort in the management of disaster debris and securing reimbursement for eligible debris management costs from appropriate Federal, State and Local agencies. The SWA has printed pre numbered load tickets and numbered truck placards, available to the municipalities to use at SWA Debris Management Sites. Any municipality choosing to use SWA Debris Management Sites, must certify and placard the trucks used by their contractors to haul debris to the debris site. Each load of debris brought to the debris site must be accompanied by a valid and properly completed SWA issued load ticket.

* Includes special district or other eligible applicants

Municipal Debris Estimates

Municipalities (Debris Zone)	Single Family	Condo Units	Mobile Homes	Estimated Debris	Temporary Debris Site
Atlantis (4)	959	236	0	52,211 CY	5 Acres
Belle Glade (9)	2340	610	435	149,971 CY	15 Acres
Boca Raton (6)	22,609	18,559	41	1,430,637 CY	147 Acres
Boynton Beach (5)	16,862	12,979	205	1,062,708 CY	109 Acres
Briny Breezes (5)	7	0	259	13,486 CY	1 Acre
Cloud Lake (3)	53	0	0	2,687CY	1 Acre
Delray Beach (5/6)	14,810	15,795	416	1,012,200 CY	104 Acres
Glen Ridge (3)	80	0	0	4,056 CY	1 Acre
Golf (5)	164	0	0	8,315 CY	1 Acre
Greenacres (3/4)	8,243	6,690	822	561,350 CY	58 Acres
Gulf Stream (5)	321	193	0	19,210 CY	2 Acres
Haverhill (3)	524	0	0	26,567 CY	3 Acres
Highland Beach (6)	413	3,661	0	76,623 CY	8 Acres
Hypoluxo (5)	594	1,376	62	54,188 CY	6 Acres
Juno Beach (1)	559	2,175	120	67,507 CY	7 Acres
Jupiter (1)	15,971	6,748	339	929,453 CY	96 Acres
Jupiter Inlet Colony (1)	241	0	0	12,219 CY	1 Acre
Lake Clark Shores (3/4)	1,407	11	0	71,502 CY	7 Acres
Lake Park (2)	1,554	844	0	91,625 CY	9 Acres
Lake Worth (4)	8,497	1,911	859	503,416 CY	52 Acres
Lantana (4)	2,702	1,351	164	165,804 CY	17 Acres
Mangoia Park (2)	229	384	0	17,451 CY	2 Acres
Manalapan (4/5)	187	108	0	11,124 CY	1 Acre
North Palm Beach (1)	2,729	4,611	0	208,494 CY	21 Acres
Ocean Ridge (5)	629	797	0	44,013 CY	5 Acres
Pahokee (9)	1,128	281	317	77,536 CY	8 Acres
Palm Beach (2/3/4)	8,991	2,470	0	224,413 CY	23 Acres
Palm Beach Gardens (1/2/8)	16,934	3,696	333	931,653 CY	96 Acres
Palm Beach Shores (2)	372	514	0	26,678 CY	3 Acres
Palm Springs (4)	3,638	2,900	36	230,381 CY	24 Acres
Riviera Beach (2)	8,010	5,406	1,317	555,104 CY	57 Acres
Royal Palm Beach (3/8)	9,875	1,431	0	522,428 CY	54 Acres
South Bay (9)	691	159	39	39,429 CY	4 Acres
South Palm Beach (4)	19	1,727	0	24,231 CCY	3 Acres
Tequesta (1)	1,825	1,352	0	113,091 CY	12 Acres
Wellington (3/4/8)	16,125	1,936	10	847,491 CY	87 Acres
West Palm Beach (2/3/4/8)	24,995	11,719	264	1,458,877 CY	150 Acres
Total	195,287	112,630	6038	11,648,129CY	1,200Acres

Table 2

Note: Estimated Debris based on 50% of single family homes, condo units, and mobile homes

Phase II operations involve the removal and disposal of curbside debris by the Municipalities, PBCENG, SWA, P&R, and contractor crews. Contractor operations will require the Municipalities, PBCENG, and SWA to provide Field Monitoring Teams as well as Load Site and Debris Site Monitors to oversee contractor operations.

SWA Debris Removal and Disposal Operations

The SWA EMC and staff will coordinate debris removal and disposal operations for all unincorporated portions of PBC from the DMC.

SWA debris contractors will collect and haul mixed debris from their assigned Debris Zones through monitored choke points to SWA designated C&D Debris Management sites or to designated private landfill sites. Clean vegetative debris will be hauled to the nearest SWA designated vegetative Debris Management site for processing. (See Enclosure 3)

Should human remains be discovered during the collection of storm debris, the debris collection sub-contractor will immediately notify the loading site monitor who will call the PBSO at 561-688-3000, the SWA Collections Director and the SWA EMC.

Municipality contractors will focus on the removal of mixed debris from within their assigned municipal boundaries and haul it to a municipal designated Debris Management site or to an approved SWA C&D Debris Management site. Clean woody debris will be hauled to the nearest municipal Debris Management site or approved SWA vegetative Debris Management site. (See Enclosure 3)

PBC P&R Department will provide support to PBCENG with specialized equipment and operators as required. P&R will collect debris from parks and recreation facilities within their assigned Debris Zones based on

priorities established by the overall PBC Emergency Management Plan. Mixed debris will be hauled to SWA designated C&D Debris Management sites or to designated private landfill sites. Clean vegetative debris will be hauled to the nearest SWA designated vegetative Debris Management site for processing (See Enclosure 3).

All vehicles hauling debris to SWA debris sites will be certified and obtain a load ticket for each load of debris deposited at a private landfill or DMS.

The contractors scale ticket/load tickets will be turned into their supervisor at the end of each day. The supervisor will forward the scale tickets daily to the SWA EMC. The scale tickets/load tickets will be the verification documentation for private landfill invoices, contractor payment, and FEMA documentation for reimbursement.

SWA franchise contractors will pickup garbage according to current procedures, routes, and removal schedules.

SWA Hazardous Waste Services will identify household hazardous waste (HHW) drop-off locations according to Debris Zones. Municipality, SWA, and PBCENG contractors will be encouraged to separate HHW at the curb and not haul it to a Debris Management site. Residents will be encouraged to separate and transport HHW to pre-identified drop-off points.

SWA Hazardous Waste Services will coordinate the collection of eligible industrial or commercial hazardous waste resulting from the disaster.

Florida Power and Light and other utility crews will handle all utility related debris such as, power transformers, utility poles, cable, and other utility company material.

Monitoring Teams. The Field Monitoring Teams will monitor all Contractor operations.

The Contractor will keep the DCAT staff informed of cleanup progress and any problems encountered or expected at daily/weekly DCAT meetings.

Residents will be encouraged to segregate HHW at curbside. However, small amounts of HHW may be mixed in with material deposited at the Debris Management sites. Therefore, the Contractor must be prepared to place any HHW in a separate enclosed and lined area for temporary storage. The Contractor will report any accumulation of HHW at the Debris Management sites to the DCAT staff. The DCAT staff will notify the SWA's Hazardous Waste Services who will coordinate for removal and disposal.

The Contractor will restore the Debris Management sites as close to the original condition as is practical so that it does not impair future land uses. All sites are to be restored to the satisfaction of the site owner with the intent of maintaining the utility of each site.

Loading Site Monitors

Loading Site Monitors will be provided by either the SWA or from other PBC sources and from the DCAT, if activated. The Loading Site Inspectors will be assigned to each Contractor loading site within designated Debris Zones. The Loading Site Monitor will initiate the load tickets (See Enclosure 4) that verify that the debris being picked up is eligible under the terms of the contract.

Debris Site Monitors

Disposal Site Monitors will be provided by either the SWA or from other PBC sources and from the DCAT, if activated. The Disposal Site Monitors will be stationed at all Debris Management sites and landfill disposal site for the purpose of verifying the

quantity of material being hauled by the Disaster Debris Removal and Disposal Contractor through the use of load tickets.

The Contractor shall construct and maintain Inspection Towers at each Debris Management site and landfill disposal site. The inspection stations will consist of an inspection tower with furniture and portable sanitary facilities. The Contractor will construct the inspection towers of pressure treated wood with a floor elevation that affords the Disposal Site Monitor a complete view of the load bed of each piece of equipment being utilized to haul debris.

A Disposal Site Monitor will be located at each inspection station to verify the load and estimate the volume in cubic yards. The Disposal Site Monitors will estimate the cubic yards of debris in each truck entering the Contractor's selected Debris Management sites or landfill disposal site and will record the estimated quantity on pre-numbered debris load tickets. The Contractor will only be paid based on the number of cubic yards of material deposited at the disposal site as recorded on the debris load tickets. The SWA will provide pre numbered load tickets to all users of SWA Debris Sites.

Load Ticket Disposition

The Load Ticket will be a 5-part form. The following is the disposition of each ticket part:

- Part 1** – (White) Load Site Monitor
(SWA or Municipality)
- Part 2** – (Green) Disposal Site Monitor
(SWA)
- Part 3** – (Canary) Debris Site Client's
Representative (Municipality)
- Part 4** – (Pink) Prime Contractor
- Part 5** – (Gold) Subcontractor/Driver

The Load Site Monitor will retain Part 1 (White) and the Disposal Site Monitor will retain Part 2 (Green). Part 1 and Part 2 will be turned in daily to the DCAT manager.

City Name LOAD TICKET	
Ticket Number:	00Q001
Prime Contractor:	
Sub-Contractor:	
Date:	
Driver's Name:	
Truck License Number:	
Measured Bed Capacity (cu yds):	
Debris Pickup Site Location:	
Debris Type: (check one)	
Vegetation <input type="checkbox"/>	C&D <input type="checkbox"/>
Mixed <input type="checkbox"/>	Other <input type="checkbox"/>
Departure Time:	
Distance to Debris Disposal Site	
Loading Site Monitor:	
Print Name	Signature
Debris Disposal Site Location:	
Arrival Time:	
Estimated Debris Quantity (cu yds)	
Disposal Site Monitor:	
Print Name	Signature
White – Load Site	Green – SWA
Pink & Gold – Driver	Canary – Debris Site
Notes:	

Figure 3

- Receipt of Right of Entry Agreements with landowners. (See Enclosure 4)

ORGANIZATION AND RESPONSIBILITIES

PBC Engineering and Public Works Department

The Director of PBC Engineering and Public Works will be designated as the Palm Beach County Debris Manager.

The PBC Debris Manager will be responsible for, but not limited to, the following with respect to any and all debris management issues:

- Keep the Palm Beach County Commissioners briefed on the status of the debris removal and disposal operation.
- Assure that PBC is represented at all meetings with other government and private agencies involved with the debris cleanup operation.

The CEMP and Annexes are based upon the concept that the emergency functions for various functional areas of PBCENG involved in emergency management and operations will generally parallel day-to-day functions. Therefore, it is essential for PBCENG to be prepared to carry out disaster response and short-term actions that are assigned by the PBCENG Debris Coordinator located at the EOC. (See Figure 1)

PBCENG will assign a PBCENG Debris Coordinator to the EOC using established procedures. All information pertaining to debris clearing (Phase I) will be forwarded through the PBCENG Debris Coordinator. The PBCENG Debris Coordinator will represent the PBCENG Director at all DMC meetings.

The purpose of the PBCENG Debris Coordinator is to coordinate and direct the use of PBCENG debris clearing and cleanup

personnel and equipment according to existing standard operating procedures. SWA and P&R will supplement PBCENG with personnel and equipment to assist in the Phase I debris clearance operations as required.

PBCENG Debris Coordinator will focus on assigning crews to clear debris according to established priorities in specific Debris Zones. Personnel and equipment from SWA, P&R, and local contractors will supplement PBCENG forces. Phase I debris clearance operations will be executed by PBCENG crews. Crews and equipment may be relocated to other locations based on the type of disaster.

Supporting elements from either SWA or P&R will report to the designated PBCENG locations as directed by the PBCENG Debris Coordinator.

PBCENG will provide GIS/CADD support to the DMC staff as required.

PBCENG will identify 20 staff members for Debris Management Site Monitoring and forward to SWA.

SWA of Palm Beach County

The Solid Waste Authority Executive Director will be required to support PBCENG debris operations by staffing a Debris Management Center (DMC) following a major natural debris-generating event. (See Figure 2)

The SWA Executive Director will appoint a SWA Emergency Management Coordinator (EMC) who will be responsible for daily operational control of the DMC.

The SWA Executive Director will assign a SWA EOC Representative to the PBC EOC using established procedures. All information pertaining to debris clearing, removal, reduction or disposal will be forwarded from the EOC staff through the

- Procedures for call-up of Contractor personnel and equipment
- Haul routing
- Contractor vehicle identification, registration and placarding
- Debris hauling load ticket administration
- Mobilization and operation of the Debris Management sites
- Contractor payment request submission, review, and verification
- Special procedures for HHW
- Debris Management site opening, operation and closure requirements

Pre-Storm Activation Actions.

The SWA, should the situation dictate, will activate the DCAT. The DCAT will function as part of the DMC located at SWA Administration Building, 7501 North Jog Road, West Palm Beach, FL.

Post-Storm Actions.

The SWA Emergency Coordinator Management will provide overall supervision of the DCAT. A DCAT liaison officer will locate at the PBC EOC and will work directly with the SWA EOC Representative if required.

The DCAT staff will recommend assignment of disaster Debris Removal and Disposal Contractors based on PBC's nine (9) Debris Zones (See Enclosure 1) according to information received from the SWA EOC Representative located at the EOC and directions from the SWA EMC.

The DCAT staff will administer and provide oversight of the disaster Debris Removal and Disposal Contractor's efforts. Specific actions will include the following:

- Planning, Debris Management sites inspection, quality control and other contract administration functions.
- Receive and review all SWA Disposal Site Monitors' verified debris load tickets.
- Make recommendations on SWA, PBCENG and Contractor work

assignments and priorities based on the 9 Debris Zones.

- Report on progress and prepare status briefings.
- Provide input to the PIO on debris removal and disposal activities.
- Ensure that debris clearance, removal, and disposal operations are in keeping with the Hurricane Clean Up Emergency Guidelines. (See Enclosure 9)

The DCAT will coordinate with the SWA's Purchasing Agent on all contracting questions.

The DCAT will have a qualified hazardous materials specialist available with extensive experience in post-disaster cleanup of HHW and facilities with lead-based paint and/or asbestos if required.

The DCAT will supervise Field Inspection Teams made up of DCAT and SWA personnel to observe contractor activities. The Field Inspection Teams will act as the "eyes and ears" for the DCAT to ensure that safety requirements stated in the contracts are closely monitored.

The DCAT will also provide training for the Load Site Monitors and Disposal Site Monitors to ensure that accurate load quantities are being properly recorded on pre-printed load tickets. ** The intent is to utilize SWA and County Staff as the initial trained cadre of monitors. If the cleanup period extends for a long period of time, the intent is to hire temporary employees to replace SWA and County Staff, and to allow them to return to their regular duties.*

The DCAT Contract Specialist will maintain daily contact with appropriate counterparts in the SWA with respect to reporting requirements and ongoing Contract matters. The DCAT staff will assist the DMC staff with respect to reconciling Contractor load tickets against load tickets submitted by the SWA's Disposal Site Monitors. The results will be

PBC Health Department

- Assists in monitoring Debris Management sites operations and closeout activities.
- Assistance as necessary on all environmental and health issues.
- Regulate the burning at debris management/collection sites.

PBC Parks and Recreation Department

- Assist in Debris Management site investigations.
- Provide digital map files of all identified P&R Debris Management sites.
- Coordinate with SWA for the removal, storage, burning, and disposal of debris at debris collection/management sites at county parks.
- Point of Contact: Eric Call (561) 966-6613
- Coordinate with SWA for the removal of debris from county parks and recreational facilities.
- Point of Contact for digital maps: Bob Hamilton (561) 966-6667

PBC Code Enforcement Department

- Coordinate with SWA to provide Debris Loading Site monitors
- Coordinate with SWA for Debris Loading Site Monitor Training.

PBC Planning, Zoning, and Building Department

- Coordinate with PBCENG and SWA on debris collection and reporting procedures following a large scale disaster.

PBC Facilities Development and Operations Department

- Coordinate debris removal requirements on public facilities with SWA.

PBC Water Utilities Department

- Coordinate debris removal requirement on Water Utilities facilities with SWA.

ADMINISTRATION AND LOGISTICS

All Palm Beach County departments and agencies will document personnel, equipment, load tickets, and material resources used to comply with this plan. Documentation will be used to support reimbursement from any Federal assistance that may be requested or required.

All PBC departments and agencies supporting debris operations will ensure 24-hour staffing capability during implementation of this plan, if the emergency or disaster requires.

PBCENG is responsible for the annual review and of this Debris Management Plan in conjunction with the SWA and P&R. It will be the responsibility of each tasked department and agency to update its respective portion of the plan and ensure any limitations and shortfalls are identified and documented, and work-around procedures developed, if necessary.

REFERENCE

Emergency Support Function (ESF) 3 Annex to the PBC Comprehensive Emergency Management Plan (CEMP).

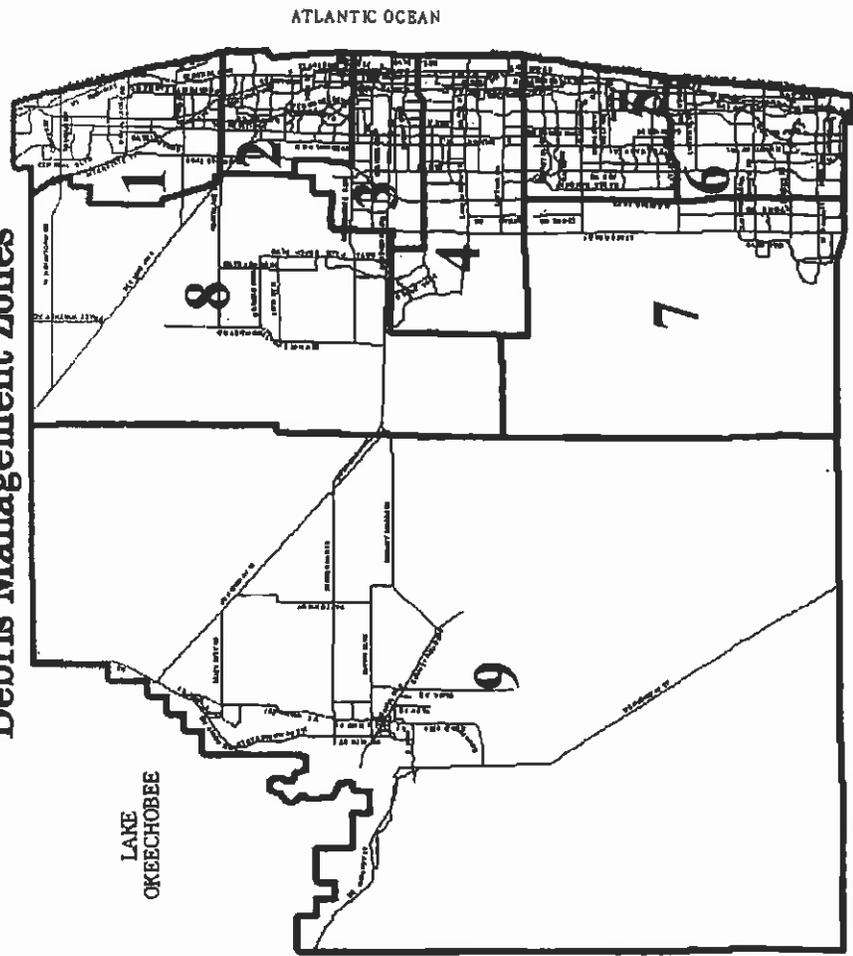
ENCLOSURES

- Enclosure 1: Debris Zone Index Map
- Enclosure 2: Critical Facilities and Primary Road Clearance List
- Enclosure 3: Debris Management Sites
- Enclosure 4: Palm Beach County Debris Clearing, Removal, and Disposal Guidelines

**PALM BEACH COUNTY
DEBRIS ZONE INDEX MAP**

Enclosure 1

Debris Management Zones





Debris Zones



THIS MAP IS THE PROPERTY OF SFWMD AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SFWMD. THE INFORMATION ON THIS MAP IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. SFWMD IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY OCCUR AS A RESULT OF USING THIS MAP. THE INFORMATION ON THIS MAP IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. SFWMD IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY OCCUR AS A RESULT OF USING THIS MAP.

July 2018

**PALM BEACH COUNTY
CRITICAL FACILITIES
and
PRIMARY ROAD CLEARANCE LIST**

Enclosure 2

CRITICAL FACILITIES

PBC FIRE -RESCUE STATIONS

PB County Fire Station #14	16749 Jupiter Farms Rd, Jupiter
Tequesta Fire Department	357 Tequesta Drive, Tequesta
PB County Fire Rescue Station #11	465 Seabrook Rd, Tequesta
PB County Fire Rescue Station #19	322 N. Central Blvd, Jupiter
PB County Fire Rescue Station #15	12870 U.S. Highway 1, Juno
PB County Fire Rescue Station #16	12179 Alt A1A, Palm Beach Gardens
PB County Fire Rescue Station #64	7025 Fairway Dr, Palm Beach Gardens
PB County Fire Rescue Station #1	10500 N. Military Trail, Palm Beach Gardens
PB County Fire Rescue Station #62	11025 Campus Rd, Palm Beach Gardens
North Palm Beach Fire Department	560 U.S Highway 1, North Palm Beach
Riviera Beach Fire Department Station #3	5010 N. Ocean Dr, Riviera Beach
Lake Park Fire Department	1000 Park Ave, Lake Park
Riviera Beach Fire Department Station #4	7501 N. Military Trail, Riviera Beach
Riviera Beach Fire Department Station #2	1663 W. Blue Heron Blvd, Riviera Beach
Riviera Beach Fire Department Station #1	600 W. Blue Heron Blvd, Riviera Beach
Palm Beach Shores Fire Department	247 Edwards Ln., Palm Beach Shores
PB County Fire Rescue Station #26	6085 Avocado Blvd, Loxahatchee
PB County Fire Rescue Station #21	14200 Okeechobee Blvd, Loxahatchee
PB County Fire Rescue Station #28	1050 Royal Palm Beach Blvd, Royal Palm Beach
PB County Fire Rescue Station #29	10055 Belvedere Rd, Royal Palm Beach
PB County Fire Rescue Station #17	8130 N. Jog Rd, West Palm Beach
PB County Fire Rescue Station #23	5471 Okeechobee Blvd, West Palm Beach
PB County Fire Rescue Station #24	1734 Seminole Blvd, West Palm Beach
Fire Fleet & Facility Maintenance	3323 Belvedere Rd, West Palm Beach
WPB Fire Dept. Mangonia Park Station	5000 N. Australian Ave, Mangonia
West Palm Beach Fire Dept. Station #1	500 N. Dixie Highway, West Palm Beach
West Palm Beach Fire Dept. Station #2	415 Southern Blvd, West Palm Beach
West Palm Beach Fire Dept. Station #3	3601 Polinsetta Ave, West Palm Beach
West Palm Beach Fire Dept. Station #4	1718 Parker Ave, West Palm Beach
West Palm Beach Fire Dept. Station #5	700 N. Congress Ave, West Palm Beach
West Palm Beach Fire Dept. Station #6	3033 Cumberland Dr, West Palm Beach
Palm Beach Fire Department Station #1	360 S. County Rd, Palm Beach
Palm Beach Fire Department Station #2	300 N. County Rd, Palm Beach
Palm Beach Fire Department Station #3	2185 S. Ocean Blvd, Palm Beach
PB County Fire Rescue Station #27	3411 South Shore Blvd, Wellington
PB County Fire Rescue Station #25	1060 Wellington Trace, Wellington
PB County Fire Rescue Station #34	231 Benolst Rd, West Palm Beach
PB County Fire Rescue Station #33	830 Kirk Rd, West Palm Beach
PB County Fire Rescue Station #32	4022 Charleston St, Lake Worth
PB County Fire Rescue Station #31	3484 Lake Worth Rd, Lake Worth
PB County Fire Rescue Station #37	500 Greynolds Circle, Lantana
PB County Fire Rescue Station #35	2501 W. Lantana Rd, Lantana
PB County Fire Rescue Station #43	5970 Military Trail, Atlantis

Magnolia Park Police Department	1755 E. Tiffany Dr, Magnolia Park
West Palm Beach Police Department	600 Banyan Blvd, West Palm Beach
Palm Beach Police Department	345 S. County Rd, Palm Beach
Palm Beach County Sheriff Dist II	1000 Turnage Blvd, West Palm Beach
Sheriff's Substation	12794 W. Forest Hill Blvd, Wellington
PB County Sheriff Headquarters	3228 Gun Club Rd, West Palm Beach
Lake Clarke Shores Police Department	1701 Barbados Rd, Lake Clarke Shores
Palm Springs Police Department	400 Davis Rd, Palm Springs
Greenacres Police Department	2995 Jog Rd, Greenacres
Lake Worth Police Department	120 N.G Street, Lake Worth
Atlantis Police Department	260 Orange Tree Dr, Atlantis
South Palm Beach Police Department	3577 Ocean Blvd, South Palm Beach
Manalapan Police Department	600 S. Ocean Blvd, Manalapan
Lantana Police Department	500 Greynolds Circle, Lantana
Ocean Ridge Police Department	6450 N. Ocean Blvd, Ocean Ridge
Boynton Beach Police Department	100 NW 2 nd Ave, Boynton Beach
Gulf Stream Police Department	246 Sea Rd, Gulf Stream

Delray Beach Police Department	300 W. Atlantic Ave, Delray Beach
Palm Beach County Sheriff Dist. IV	345 S. Congress Ave, Delray Beach
Palm Beach County Sheriff Dist. VII M	18069 State Rd 7, Boca Raton
Highland Beach Police Department	3614 S. Ocean Blvd, Highland Beach
Palm Beach County Sheriff Dist VII	19960 Lyons Rd, Boca Raton
Boca Raton Police Department	100 NW Boca Raton Blvd, Boca Raton

Pahokee Police Department	171 N. Lake Ave, Pahokee
Palm Beach County Sheriff Dist. V	38840 State Road 80, Belle Glade
Belle Glade Police Department	40 West Canal Street S., Belle Glade
South Bay Police Department	335 SW 2 nd Ave, South Bay

HOSPITALS

Jupiter Hospital	1210 S. Old Dixie Highway, Jupiter
Palm Beach Gardens Medical Center	3360 Burns Rd, Palm Beach Gardens
VA Medical Center	7305 N. Military Trail, West Palm Beach
Palms West Hospital	13001 State Route 80, Loxahatchee
Wellington Regional Medical Center	10101 Forest Hill Blvd, Wellington
JFK Memorial Hospital	4800 Congress Ave, Atlantis
A.G. Holly Hospital	1199 W. Lantana Rd, Lantana
Bethesda Memorial Hospital	2815 Seacrest Blvd, Boynton Beach
Delray Community Hospital	5352 Linton Blvd, Delray Beach
Boca Raton Community Hospital	800 Meadows Rd, Boca Raton
West Boca Medical Center	21644 State Road 7, Boca Raton
Everglades Memorial Hospital	200 S. Barfield Highway, Pahokee
Glades General Hospital	1201 S. Main St, Belle Glade

SPECIAL CARE UNIT

Special Care Unit

9067 Southern Blvd. West Palm Beach

SHELTERS

Abacoa Middle School

4001 Greenway Dr. Jupiter

Bear Lakes Middle School

3505 Shenandoah Dr. West Palm Beach

Bethune Elementary School

1501 Avenue U, Boca Raton

Boynton Beach High School

4975 Park Ridge Blvd. Boynton Beach

Carver Middle School

101 Barwick Rd. Delray Beach

Christa McAuliffe Middle School

6500 Le Chalet Dr. Boynton Beach

Discovery Key Elementary

3550 Lyons Rd. Lake Worth

Duncan Middle School

5150 117th Ct N, Palm Beach Gardens

Dwyer High School

13601 N. Military Trail, Palm Beach Gardens

Frontier Elementary

6701 180th Ave N, Loxahatchee

Glades Central High School

5100 Melaleuca Ln, Greenacres

Lake Worth Middle School

1300 Barnett Dr. Lake Worth

Lakeshore Middle School

425 W. Canal St N, Belle Glade

North Grade Elementary School

824 N. K St. Lake Worth

Odyssey Middle School

6161 Woolbright Rd. Boynton Beach

Olympic High School

20101 Lyons Rd. Boca Raton

Omni Middle School

5775 Jog Rd. Boca Raton

Wellington Landings Middle School

1100 Aero Club Dr. Wellington

Westgate Elementary School

1545 Loxahatchee Dr. West Palm Beach

PRIMARY ROAD CLEARANCE LIST

This list of priority road clearance is based on the Palm Beach County 2002 Hurricane Atlas.

County Responsibility	State Responsibility
Map Section H1 Beach Road Old Dixie Highway Ocean Blvd Military Trail Central Blvd Indian Creek Parkway	Map Section H1 Alt A1A U.S. Highway 1 Indiantown Rd
Map Section H2 Jupiter Farms Rd	Map Section H2 Indiantown Rd
Map Section H3 Seminole Pratt Whitney Rd	Map Section H3 Indiantown Rd Bee Line Hwy
Map Section H4 Ocean Drive Old Dixie Hwy Military Trail Small Rd Donald Ross Rd Central Blvd	Map Section H4 U.S. Highway 1 PGA Blvd
Map Section H5 None	Map Section H5 Bee Line Hwy
Map Section H6 Seminole Pratt Whitney Rd	Map Section H6 Bee Line Hwy
Map Section H7 Haverhill Rd N. Congress Ave Silver Beach Rd Northlake Blvd RCA Blvd Jog Rd	Map Section H7 Ocean Blvd Heron Blvd Bee Line Hwy PGA Blvd
Map Section H8 Northlake Blvd Jog Rd	Map Section H8 Bee Line Hwy
Map Section H9 Northlake Blvd Seminole Pratt Whitney Rd	Map Section H9 None
Map Section H10 45 th St Australian Ave Palm Beach Lakes Blvd	Map Section H10 Broadway – US 1 Martin Luther King Jr. Blvd Military Trail Royal Poinclana N Olive Ave

Forest Hill Blvd	
Map Section H20 None	Map Section H20 None
Map Section H21 Jog Rd Hypoluxo Rd Congress Ave Seacrest Blvd High Ridge Rd E. Ocean Ave Lantana Rd Military Trail Le Chalet Blvd	Map Section H21 Boynton Beach Ocean Ave Ocean Blvd Federal Hwy
Map Section H22 Jog Rd Hypoluxo Rd	Map Section H22 Boynton Beach Blvd SR7/US441
Map Section H23 Woolbright Rd Golf Rd Lake Ida Rd Seacrest Blvd Congress Ave Barwick Rd SW 23 Ave	Map Section H23 W. Atlantic Ave NE 6 th Ave NE 5 th Ave Ocean Blvd E. Atlantic Ave
Map Section H24 Hagen Ranch Rd Lake Ida Rd	Map Section H24 US441/SR7
Map Section H25 Linton Blvd Pheasant Wy Clint Moore Rd Military Trail 'Congress Ave Jog Rd Hagen Ranch Rd	Map Section H25 Federal Hwy Ocean Blvd SE 5th Ave SE 6 th Ave Yamato Rd Atlantic Ave
Map Section H26 Clint Moore Rd Cain Blvd Lyons Rd Yamato Rd	Map Section H26 US441/SR7 W. Atlantic Ave
Map Section H27 Dixie Hwy Military Trail Camino Real Rd Palmetto Park Rd Palmetto Cir N. Toledo Rd	Map Section H27 Ocean Blvd Federal Hwy Glades Rd Power Line Rd

PALM BEACH COUNTY
POTENTIAL DEBRIS MANAGEMENT SITES
(available each storm season)

Enclosure 3

POTENTIAL DEBRIS MANAGEMENT SITES

SITE	SITE LOCATION			
	Acme Dairy Boynton Beach			
	SWA Site 7 Jog Road			
	South County Regional Park- between Yamato Road and Glades Road, bordering Loxahatchie National Wildlife Refuge			
	Hooker Hwy – Southeast Corner of Hwy 715 & Hwy 80			
	Cholee Park – Forest Hill and Fl Turnpike			
	Airport Site – Wallis Road			
	20 Mile Bend			
	Abacoa			
	Mecca Farms			

PALM BEACH COUNTY
DEBRIS CLEARING, REMOVAL, AND DISPOSAL GUIDELINES

Enclosure 4

Table of Contents

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Right of Entry Agreement

I/We _____, the owner(s) of the property commonly identified as _____ (street) _____, State of _____ (city/town) _____ (county)

do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City/County of _____, State of _____, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have _____, have not _____) (will _____, will not _____) received any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this _____ day of _____, 19__.

Witness

Owner

Owner

Telephone Number and Address

Debris Management Site Setup and Closeout Guidelines

Debris Management Site Setup

The topography and soil/substrate conditions should be evaluated to determine best site layout. When planning site preparation, think of ways to make restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist should be used to evaluate a site before a contractor begins operations and used during and after to ensure that site conditions are properly documented.

Debris Management Site Baseline Data Checklist

Before Activities Begin

- Take ground or aerial photographs and/ or video.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples.
- Take random groundwater samples.
- Take water samples from existing wells.
- Check the site for volatile organic compounds.

After Activities Begin

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas.

1. Contractor responsible for removing all debris from the site.
2. Contractor conducts an environmental assessment with SWA and landowner.
3. Contractor develops a restoration plan.
4. Restoration plan reviewed by SWA, landowner, and appropriate environmental agency.
5. Restoration plan approved by the appropriate environmental agency.
6. Contractor executes the plan.
7. Contractor obtains acceptance from SWA, appropriate environmental agency, and the landowner.

Debris Management Site Remediation (as appropriate)

During the debris removal process and after the material has been removed from each of the Debris Management sites, environmental monitoring will be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring should be done on three different media: ash, soil, and groundwater.

- **Ash.** The monitoring of the ash should consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil.** Monitoring of the soils should be by portable inspection methods to determine if any of the soils are contaminated by volatile hydrocarbons. The Contractors may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring should be done after the stockpiles are removed from the site.
- **Ground Water.** The monitoring of the groundwater should be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

Debris Management Site Closeout Coordination

The Contractor will coordinate the following closeout requirements through the DCAT staff:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program. The Contractor is responsible for environmental restoration of both public and leased sites. The Contractor will also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate Contractor closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

Temporary Construction and Demolition Staging / Transfer Site Guidelines

General

The following guidelines should be considered when establishing staging/transfer sites for Construction & Demolition (C&D) and C&D recycling treatment and processing facilities.

These guidelines apply only to sites for staging/transferring C&D storm debris (roof shingles/roofing materials, carpet, insulation, wallboard, treated and painted lumber, etc.). Arrangements should be made to screen out unsuitable materials, such as household garbage, white goods, asbestos containing materials (ACM's), and household hazardous waste.

Selecting Temporary Staging / Transferring Sites

Locating sites for staging/transferring C&D waste can be accomplished by evaluating potential sites and by revisit sites used in the past to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site. The following guidelines are presented in locating a site for "staging/transferring" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Unloading areas for incoming C&D debris material should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
4. Materials separated from incoming C&D debris (white goods, scrap metal, etc.) shall be at least 50 feet from site property lines. Other non-transferable C&D wastes (household garbage, larger containers of liquid, household hazardous waste shall be placed in containers and transported to the appropriate facilities as soon as possible.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.

6. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
7. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks / trallers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
8. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.
9. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
10. Final written approval is required to consider any debris management site to be closed. Closeout of processing / recycling sites shall be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the State may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed.

Temporary Vegetative Debris Management Site Guidelines

General

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane damage, the following guidelines should be considered when establishing Temporary Debris Management sites.

These guidelines apply only to sites for staging or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements should be made to screen out unsuitable materials.

The two method (s) of managing vegetative and land clearing storm debris is "chipping/grinding" for use in landscape mulch, compost preparation, and industrial boiler fuel or using an "air curtain burner (ACB)", with the resulting ash being land applied as a liming agent or incorporated into a finished compost product as needed.

Chipping and Grinding Sites

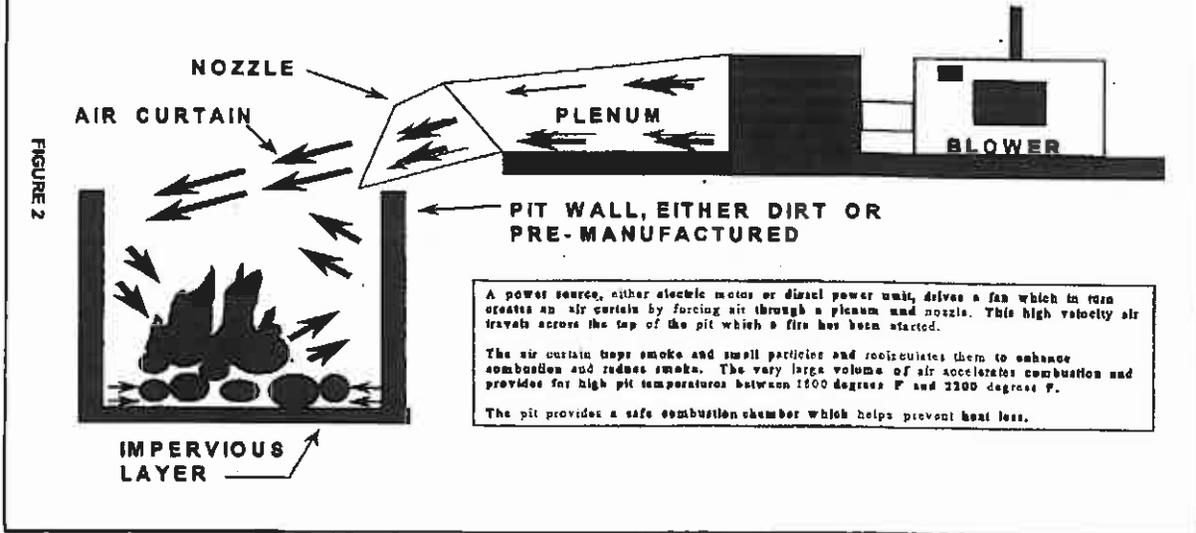
Locating sites for chipping/grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for "chipping/grinding" and are considered "minimum standards" for selecting a site for use:

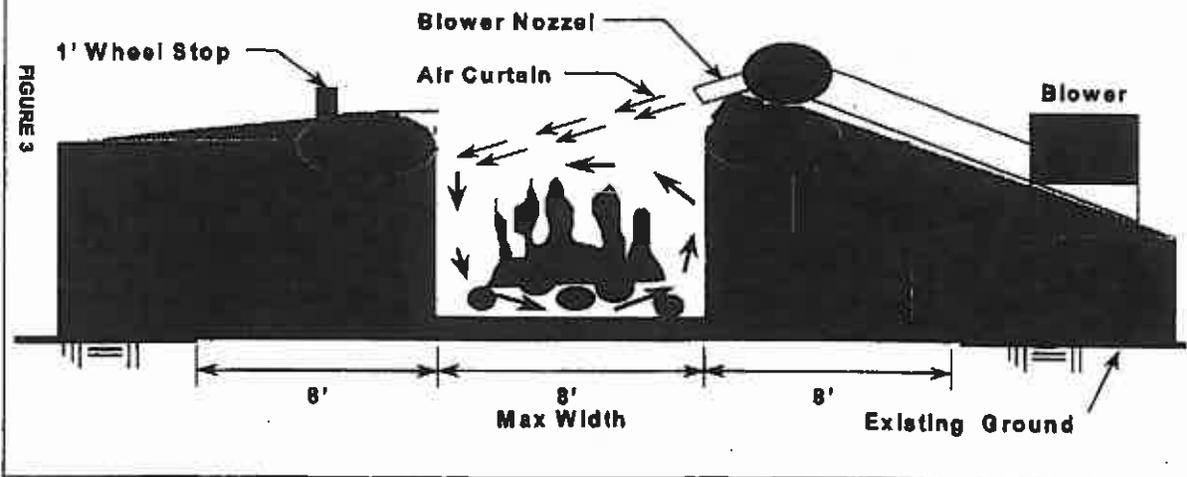
1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Storage areas for incoming debris and processed material should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.
4. Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.

2. The requirements for ACB device(s), in accordance with Air Quality rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures and 250 feet from roadways. Contact the SC Department of Health and Environmental Control for updates or changes to their requirements.
3. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.
4. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
5. Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings/structures.
6. Air Curtain Burners in use should be located at least 200 feet from on-site storage areas for incoming debris, on-site dwellings and other structures, potable water supply wells, and septic tanks and leaching fields.
7. Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
8. Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.
8. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.
9. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
10. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with

Overview of an Air Curtain Operation



Air Curtain Pit Burner



Environmental Checklist for Air Curtain Pit Burners

Incineration site inspections will also include an assessment of the environmental controls being used by the Contractor. Environmental controls are essential for all incineration methods, and the following will be monitored.

- A setback of at least 1,000 feet should be maintained between the debris piles and the incineration area. Keep at least 1,000 feet between the incineration area and the nearest building. Contractor should use fencing and warning signs to keep the public away from the incineration area.
- The fire should be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound should be removed when it reaches 2 feet below the lip of the incineration pit.
- The incineration area should be placed in an aboveground or below ground pit that is no wider than 8 feet and between 9 and 14 feet deep.
- Above ground incineration pits should be constructed with limestone and reinforced with earth anchors or wire mesh to support the weight of the loaders. There should be a 1-foot impervious layer of clay or limestone on the bottom of the pit to seal the ash from the aquifer.
- The ends of the pits should be sealed with dirt or ash to a height of 4 feet.
- A 12-inch dirt seal should be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle should be 3 to 6 inches from the end of the pit.
- There should be 1-foot high, unburnable warning stops along the edge of the pit's length to prevent the loader from damaging the lip of the incineration pit.
- Hazardous or contaminated ignitable material should not be placed in the pit. This is to prevent contained explosions.
- The airflow should hit the wall of the pit about 2 feet below the top edge of the pit, and the debris should not break the path of the airflow except during dumping.
- The pit should be no longer than the length of the blower system and the pit should be loaded uniformly along its length.

Land Application of Wood Ash from Storm Debris Burn Sites Guidelines

1. Whenever possible, soil test data and waste analysis of the ash should be available to determine appropriate application rate.
2. In the absence of test data to indicate agronomic rates, application should be limited to 2 to 4 tons per acre/one time event. If additional applications are necessary, due to the volume of ash generated and time frame in which the ash is generated, then an ash management plan will be needed.
3. Ash should be land applied in a similar manner as agricultural limestone.
4. Ash should not be land applied during periods of high wind to avoid the ash blowing off the application sites.
5. Ash should not be land applied within 25 feet of surface waters or within 5 feet of drainage ways or ditches on sites that are stabilized with vegetation. These distances should be doubled on sites that are not vegetated and the ash should be promptly incorporated into the soil.
6. Records should be maintained to indicate where ash is applied and the approximate quantities of ash applied.
7. As an option to land application, ash may be managed at a permitted municipal solid waste landfill after cooled to prevent possible fire.
8. Assistance in obtaining soil test data and waste analysis of ash should be available through county offices of the Extension Service.

Reducing the Potential for Spontaneous Combustion in Compost or Mulch Piles Guidelines

1. When ground organic debris is put into piles, microorganisms can very quickly begin to decompose the organic materials. The microorganisms generate heat and volatile gases as a result of the decomposition process. Temperatures in these piles can easily rise to more than 160 degrees Fahrenheit. Spontaneous combustion can occur in these situations.
2. Spontaneous combustion is more likely to occur in larger piles of debris because of a greater possibility of volatile gases building up in the piles and being ignited by the high temperatures. If wind rows can be maintained 5 feet to 6 feet high and 8 feet to 10 feet wide, volatile gases have a better chance of escaping the piles; and the possibility of spontaneous combustion will be reduced.
3. Turning piles when temperatures reach 160 degrees can also reduce the potential for spontaneous combustion. Pile turning provides an opportunity for gases to escape and for the contents of the pile to cool. Adding moisture during turning will increase cooling. Controlling the amount of nitrogen-bearing (green) wastes in piles will also help to reduce the risk of fire. The less nitrogen in the piles the slower the decomposition process and consequently the less heat generated and gases released.
4. Large piles should be kept away from wooded areas and structures and should be accessible to fire fighting equipment, if a fire were to occur. Efforts should be made to avoid driving or operating heavy equipment on large piles because the compaction will increase the amount of heat build-up, which could increase the possibility of spontaneous combustion.

SOLID WASTE AUTHORITY SERVICE AREAS



Legend

- District 1 - Waste Management
- District 2 - Onyx
- District 3 - Sunburst
- District 4 - Sunburst
- District 5 - Waste Management
- District 6 - Waste Management
- District 7 - Sunburst
- District 8 - Onyx
- District 9 - Onyx

 Service Area and Hauler

SWA Facilities

 NCRRF

 Transfer Station

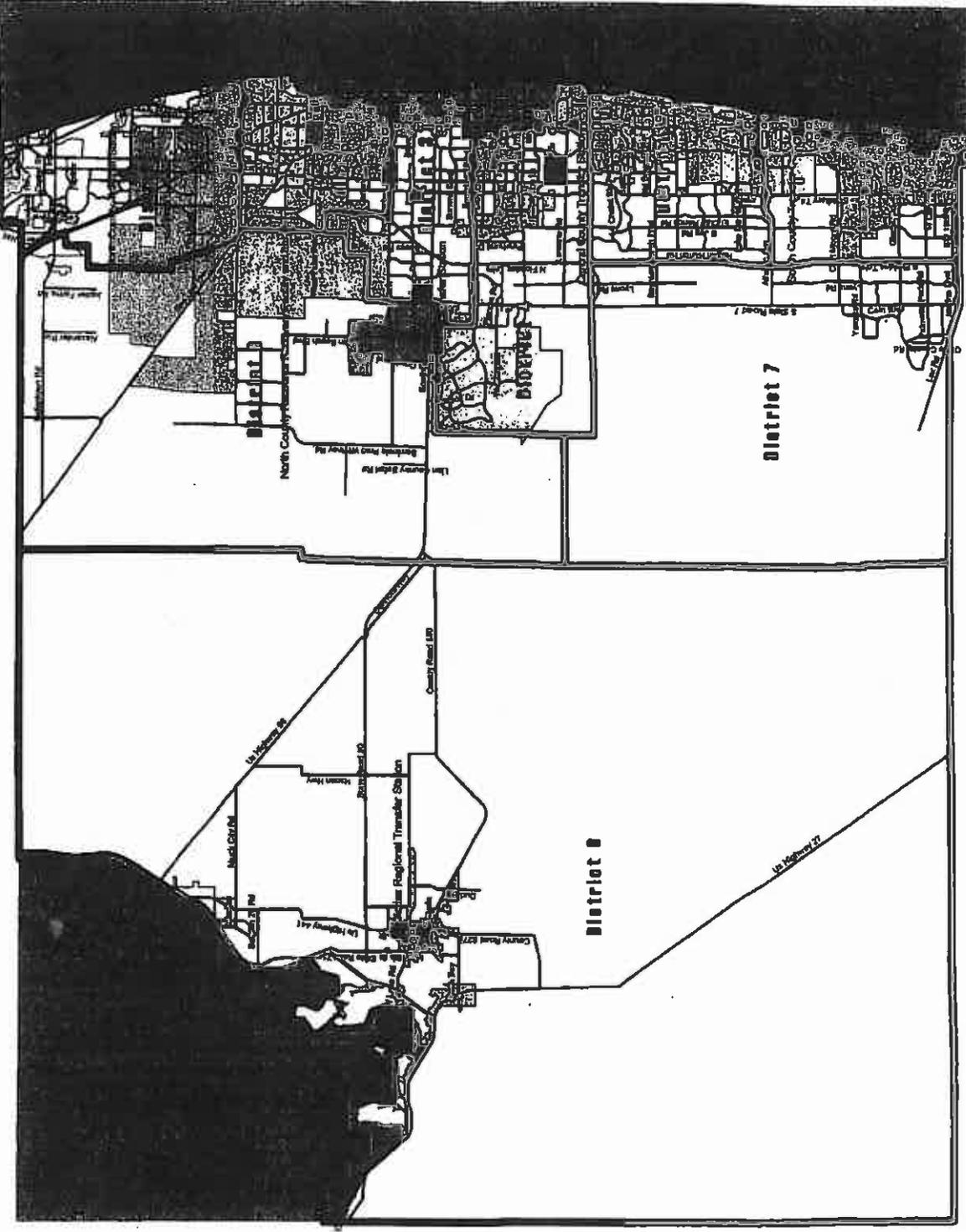


EXHIBIT D

THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY
MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE
AS TO THE ACCURACY, COMPLETENESS OR QUALITY
OF THE DATA. THE READER SHOULD NOT RELY ON THE DATA
PROVIDED HEREIN FOR ANY PURPOSE. THE SOLID WASTE
AUTHORITY AND PALM BEACH COUNTY SHALL ASSUME NO LIABILITY FOR
ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM
THE USE OF THIS INFORMATION FOR ANY PURPOSE.
THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY
SHALL ASSUME NO LIABILITY FOR
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THE USE OF THIS INFORMATION FOR ANY PURPOSE.
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THE USE OF THIS INFORMATION FOR ANY PURPOSE.

LOCATION OF PUBLICLY OWNED DEBRIS MANAGEMENT SITES

SWA Temporary Debris Disposal Sites

SITE	LOCATION
20 Mile Bend/Palm Beach Aggregates	North side of Southern Blvd approximately 4 miles west of Lion Country Safari
441/Boynton Beach Blvd	West side of 441 approximately 1-½ miles north of Boynton Beach Blvd
Abacoa	Approximately ½ mile west of Central Blvd on the north side of Dakota Road in Jupiter
Ashfill	Located at SWA's landfill site – 6554 N. Jog Rd, West Palm Beach – west of the Florida Turnpike between 45 th St and Beeline Hwy
Cholee Park	West of Jog Road on the south side of Forest Hill Blvd across from the entrance to Okechee Park
Hooker Highway	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Mecca Farms	Approximately 1 mile north of Northlake Blvd on the east side of Seminole Pratt Whitney Rd
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trall

M/W/SBE PLAN

As a matter of sound business practice, CrowderGulf is committed to promoting the use of small, disadvantaged firms and/or women owned small business firms for contract work whenever and wherever possible.

CrowderGulf has set-a-side 25 percent of subcontracted work for the Solid Waste Authority of Palm Beach County RFP No. 07-224/JMD.

CrowderGulf currently maintains an active pre-qualified subcontractor database tracking current certifications of local and regional M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or logon to www.crowdergulf.com to submit their company information for review.

As a successful bidder, CrowderGulf will identify additional Palm Beach County and Florida qualified M/W/SBE subcontractors interested in providing services under this contract. If necessary, additional outlets will be utilized including Newspapers, Publications, Websites, etc.

GOOD FAITH EFFORT

As required by each contract awarded, CrowderGulf will meet or exceed goals set forth by the Solid Waste Authority of Palm Beach County.

In accordance with requirements, CrowderGulf affirms its commitment to maintain a particular emphasis on the minority workforce population and the utilization of minority professional firms, consultants and/or suppliers.

SOLID WASTE AUTHORITY

OF PALM BEACH COUNTY

7501 North Jog Road
West Palm Beach, Florida 33412
Telephone: 561-640-4000 • Fax: 561-640-3400

EXHIBIT G



**TASK ORDER
DISASTER DEBRIS MANAGEMENT**

TO
Task Order No.

In accordance with _____ (Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. _____ for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: \$ _____

Contractor Signature: _____ **Date:** _____

AUTHORITY Signature: _____ **Date:** _____

SWA Requestor/Monitor: _____ Date: _____			
SWA Dept. Director: _____ Date: _____			
Vendor No.: _____	Account No.: _____	Project: _____	
Purchasing: _____	Budget: _____	Accounting: _____	

<p style="text-align:center"><i>FEMA 322</i></p> <p style="text-align:center"><i>PUBLIC ASSISTANCE GUIDE</i></p>
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CHAPTER 5

PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the "who, what, when, where, why, and how much" for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding *PW* and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

**AMENDMENT #2 TO THE AGREEMENT FOR
HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL
BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND CROWDER-GULF
DATED THE 14TH DAY OF JUNE, 2007**

This Second Amendment, dated the 14th day of June 2010, to the Agreement for the above written services, Agreement No. 07-242, between the Solid Waste Authority of Palm Beach County (hereinafter referred to as AUTHORITY), and Crowder-Gulf (hereinafter referred to as CONTRACTOR).

Whereas, both parties desire to extend the term of the Agreement for an additional three (3) year period as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY, desires CONTRACTOR to continue to perform the services as may be specifically designated and authorized by the AUTHORITY; and,

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Article 1 - Effective Date/Term, the AUTHORITY and CONTRACTOR mutually agree to extend the Agreement for the above written services for a term of three (3) years effective June 14, 2010 through June 13, 2013.

All other provisions of the Agreement for the services as written above dated the 14th of June 2007, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the Executive Director of the AUTHORITY has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Crowder-Gulf has executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1.  _____

2.  _____

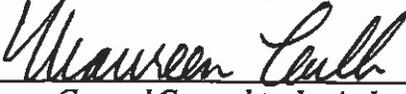
By:

 _____

Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By:

 _____
General Counsel to the Authority

Attest:

Corporate Secretary

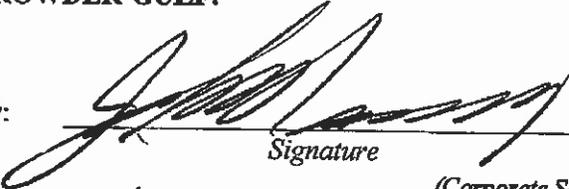
Witness:

1.  _____

2.  _____

CROWDER-GULF:

By:

 _____
Signature
(Corporate Seal)

Name: JOHN RAMSAY

Title: PRESIDENT

Approved by Authority Board on June 9, 2010, Item 5.H

**AMENDMENT #1 TO THE CONTRACT FOR
HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL
BETWEEN
THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND CROWDER-GULF
DATED THE 14TH DAY OF JUNE 2007**

THIS FIRST AMENDMENT to the Contract for Hurricane/Disaster Debris Removal, Reduction and Disposal, Contract No. 07-242 dated June 14, 2007, by and between The Solid Waste Authority of Palm Beach County (hereinafter referred to as the "Authority") and Crowder-Gulf (hereinafter referred to as "Contractor") is made and entered into this 11th day of September, 2008.

WHEREAS, the parties acknowledge that certain Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Transportation (FDOT) and other State and/or Federal agency required contractual provisions were inadvertently left out of that certain Contract for Hurricane/Disaster Debris Removal, Reduction and Disposal (hereinafter referred to as "Contract"); and

WHEREAS, the parties mutually desire to amend said Contract to incorporate into its provisions certain clauses and provisions required for FHWA, FEMA, FDOT, and other State and/or Federal-aid contracts; and

WHEREAS, the parties desire that each continue to be responsible for their respective duties and obligations under the Contract, and that the addition of the required clauses and provisions set forth herein shall supplement the terms of the Contract; and

WHEREAS, the parties agree that this First Amendment shall relate back and take effect as of June 14, 2008, so that the Contract is amended, immediately upon becoming effective, to incorporate the terms of this First Amendment; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. FHWA Form 1273 - The parties agree that the Contract is amended to add and incorporate into its terms and conditions all of the provisions set forth in the document commonly known as FHWA Form 1273, attached to this First Amendment and labeled as "Exhibit J". The term "contractor," as used in Exhibit J, shall apply to and mean the Contractor, Crowder-Gulf, who may also be referred to in Exhibit J as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The Contractor will perform the duties and obligations of the other contracting party (*i.e.*, the Contractor, Crowder-Gulf), regardless of the description or label used in Form 1273. The document labeled "Exhibit J" shall be added to and made a part of the Contract as "Exhibit J".
 - A. The Contractor shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Contract. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or "linked" to a particular Federal highway. Wage rate tables may be found at <http://www.dot.state.fl.us/construction/wage.htm>. Said wage rate tables are incorporated into and made a part of this Contract by reference.
2. Buy America Requirements - The Contractor agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in the document labeled "Exhibit K", attached to this First Amendment. The

Contract is amended to incorporate into its terms and conditions the requirements of the Buy America law as described herein and in Exhibit K to this First Amendment. Contractor shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Contract in accordance with the requirements of law and the Authority, FDOT, FHWA, and FEMA, to the extent applicable. The document labeled "Exhibit K" shall be added to and made a part of the Contract as "Exhibit K".

3. Disadvantaged Business Enterprises

- A. This provision shall supplement Article 30 of the Contract. The Contract is subject to the requirements of 49 CFR Part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate, including but not limited to the withholding of payments. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the Contractor will provide the Authority with a copy of each subcontract it enters into.
- B. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the Authority. The Contractor may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the Authority. The Contractor shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.
- C. The Contractor shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The Contractor shall, if required by the Authority or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.bipincwebapps.com/bizwebflorida. Audits may be conducted to review payments to DBE subcontractors. The Contractor will fully cooperate with the Authority, FDOT, FHWA or FEMA regarding the monitoring of subcontractors and payments made thereto.

4. Certification Regarding Suspension and Debarment

- A. This Contract is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the Contractor shall verify that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Contract as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of the Contract. The Contractor must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The Contractor acknowledges and affirms that by signing and submitting its bid or proposal, the Contractor made the certification described in Section XI of the attached Exhibit J. Contractor's certification is a material representation of fact relied upon by the Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The Contractor further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

5. Access to Records and their Retention
 - A. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Contract for at least five (5) years after completion or termination of this Contract or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Contract, the Contractor agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the Authority.
 - B. The Contractor shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Contract, available to the Authority and any other funding entity (e.g., FDOT, FHWA, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the Contractor's place of business or if Contractor's place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The Contractor shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of Contractor.
6. Audit Requirements - The Contractor agrees that audits may be undertaken of its records related to its performance of the Contract as may be authorized or required under OMB Circular A-133, as revised. The Contractor agrees that it will comply and fully cooperate with the Authority and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to Contractor's performance of the Contract.
7. NEPA - The Contractor shall cooperate with the Authority, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Contract comply with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended, and the regulations and guidances related thereto.
8. Americans with Disabilities Act - The Contractor does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.
9. Compliance with Title VI, Title VII and other Federal Laws and Regulations - The Contractor does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, et. seq. and 3601 et.seq.), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.
10. Convict Labor Prohibition. The Contractor does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.
11. Certification Regarding Lobbying Activities. A bidder or proposer for an award of certain Federal-aid contracts in the amount of \$100,000 or more, must file the certification required by 49 CFR Part 20. Contractor confirms that by signing and submitting a bid or proposal for the work covered by this Contract, it made the certification described in Section XII of the attached Exhibit J.

12. Non-Collusion Statement. The Contractor does hereby declare and confirm, under penalty of perjury under the laws of the United States and the State of Florida, that to the best of its knowledge and belief, its prices were arrived at independently without collusion, consultation or other action undertaken for the purpose of restricting competition and it has not, either directly or indirectly, entered into any agreement or participated in any collusive activity or otherwise taken any action in restraint of free competitive bidding in connection with the solicitation issued by the Authority for Hurricane/Disaster Debris Removal, Reduction and Disposal and this Contract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Executive Director of the AUTHORITY has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Crowder-Gulf has executed this Amendment as of the day and year above written.

**SOLID WASTE AUTHORITY
OF PALM BEACH COUNTY:**

Witnesses:

- 1. [Signature]
- 2. [Signature]

By: [Signature]
 Mark Hammond
 Executive Director

Approved as to Form and Legal Sufficiency:

By: [Signature]
 General Counsel to the Authority

CROWDER-GULF:

Attest:

 Corporate Secretary

By: [Signature]
 Signature
 (Corporate Seal)

Name: John Ramsay

Title: President

Witnesses:

- 1. [Signature]
 Signature
Regina Walley
 Print Name
- 2. [Signature]
 Signature
Melinda Kohnle
 Print Name

Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1,2,3,4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by referenced in this Contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;

3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
3. **Payment of Fringe Benefits:**
 - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
 - b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**
 - a. **Apprentices:**
 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and

- wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. **Trainees:**
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers:**
- Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **Apprentices and Trainees (Programs of the U.S. DOT):** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
7. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. **Violation: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. **Withholding for Unpaid Wages and Liquidated Damages:** The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. **Payrolls and Payroll Records:**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for

Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. That such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

V RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions:

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

Buy America

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the Authority prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the Authority's written approval prior to incorporating the material into the project.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

May 1, 2012

Mr. Dave Hunt
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
(561) 881-3345

E-Mail: dhunt@lakeparkflorida.gov

**Re: Mutual Agreement between Town of Lake Park and SWA of Palm Beach County for
Contract No. 07-242 Hurricane/Disaster Debris Removal, Reduction & Disposal Services**

Dear Mr. Hunt,

CrowderGulf is pleased to provide Hurricane Disaster Debris Removal, Reduction and Disposal Services for the Town of Lake Park under the same terms and conditions of Contract No. 07-242 with the Solid Waste Authority (SWA) of Palm Beach County.

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Debris Removal, Services, which was renewed in Addendum #2, in effect from June 14, 2010 through June 13, 2013.

The Town of Lake Park will receive the same level of support and pricing as stated in the SWA of Palm Beach County Contract and Amendment. The Town of Lake Park's Contract will be administrated independently of the SWA Palm Beach County and handled directly with CrowderGulf.

Enclosed are copies of the Solid Waste Authority of Palm Beach County's RFP, Contract with Pricing, Amendment 1 and 2.

We look forward to the opportunity of working with you in the future if our services are needed. If you have any questions, or if we can be of any further assistance, please do not hesitate to contact me directly or by email at jramsay@crowdergulf.com. You may also contact John Campbell at 859-963-8672 or jcampbell@crowdergulf.com or the CrowderGulf Disaster Administration Office at the number listed above.

Best Regards,


John Ramsay
President

ACCEPTANCE – Town of Lake Park, Florida

Signature

Name

Title

From: [Baird, Thomas J.](#)
To: [David Hunt](#)
Cc: [Green, Marilyn R.](#); [Blake Rane](#); [Jamie Titcomb](#)
Subject: RE: debris removal_piggyback contract between SWA and CrowderGulf
Date: Wednesday, May 30, 2012 10:44:11 AM

It would seem appropriate that the terms of the SWA contract be incorporated into a contract between the town and Crowder. A Resolution will also be necessary which authorizes and directs the Mayor to execute the Contract (assuming the Commission votes to approve it).

I will begin working on both today.

JONES FOSTER
JOHNSTON & STUBBS, P.A.

Thomas J. Baird Florida Bar Board Certified City, County and Local Government Attorney
Direct Dial: 561.650.8233 | Fax: 561.746.6933 | tbaird@jonesfooster.com

Jones, Foster, Johnston & Stubbs, P.A.
801 Maplewood Drive, Suite 22-A, Jupiter, Florida 33458
561-659-3000 | www.jonesfooster.com

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From: David Hunt [<mailto:dhunt@lakeparkflorida.gov>]
Sent: Wednesday, May 30, 2012 9:57 AM
To: Baird, Thomas J.
Cc: Green, Marilyn R.; Blake Rane; Jamie Titcomb
Subject: debris removal_piggyback contract between SWA and CrowderGulf

Hello Tom,

I am recommending that the Town enter into this disaster debris hauling contract with CrowderGulf, piggybacking off the competitively let contract that the Palm Beach County Solid Waste Authority (SWA) executed.

The Town already has a contract in place with Phillips & Jordan, but this additional contract will give us an alternative if P&J is a no show after a storm.

These contracts will only get us through this season. We'll have to see who gets the new contracts when SWA goes out to bid in 2013.

Let me know if you approve of the contract as I am placing this item on the June 6th agenda.

Thanks,

D. Hunt
Public Works Director
561.881.3345

From: Melinda Kohnle (mkohnle@crowdergulf.com) [<mailto:mkohnle@crowdergulf.com>]
Sent: Tuesday, May 01, 2012 12:50 PM
To: David Hunt
Cc: John Ramsay (jramsay@crowdergulf.com); John Campbell (jcampbell@crowdergulf.com); Wes Naile (wnaile@crowdergulf.com); Mary C. Turner (mturner@crowdergulf.com)
Subject: Town of Lake Park, FL

Good Morning Dave!

Please see attached information you requested. I have not attached all of the attachments because they are too large – I can forward them in individual emails if you like or I can just overnight the entire original package to you. I will be more than happy to send either way, just let me know.

Thank you and have a wonderful day!

Melinda Kohnle

CrowderGulf

5435 Business Parkway

Theodore, AL 36582

800-992-6207 toll free

251-459-7430 office

251-459-7433 fax

mkohnle@crowdergulf.com

www.crowdergulf.com



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P Think Green! Before printing this e-mail ask the question, is it necessary?

RESOLUTION NO. 11-06-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL WITH CROWDER-GULF; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (ATown@) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town may require, from time to time, the removal, reduction, and disposal of debris which result from tropical storms, hurricanes and other severe weather events ; and

WHEREAS, Crowder-Gulf represents it is capable and prepared to provide such services that may become necessary as result of such weather related events; and

WHEREAS, the Crowder-Gulf was previously selected through a competitively bid process to provide removal, reduction, and disposal of hurricane/disaster debris removal services by another local government; and

WHEREAS, the Crowder-Gulf has agreed to honor the prices and provide the same services to other local governments, including the Town pursuant to "piggyback" contracts; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to enter into the Contract for Hurricane/Disaster Debris Removal with Crowder-Gulf.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1.

The whereas clauses are hereby incorporated herein and are true and correct.

SECTION 2.

The Mayor is hereby directed and authorized to execute the Hurricane/Disaster Debris Removal Contract with Crowder-Gulf, a copy of which is attached hereto and incorporated herein.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

**CONTRACT FOR
HURRICANE/ DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL
BETWEEN CROWDER-GULF
AND
THE TOWN OF LAKE PARK**

This Contract, between the Town of Lake Park, a municipal corporation of the State of Florida, (hereinafter referred to as (TOWN) and Crowder-Gulf (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 01-0626019.

Whereas, the TOWN may require, from time to time, the removal, reduction, and disposal of debris which result from tropical storms, hurricanes and other severe weather events ; and

Whereas, the CONTRACTOR represents it is capable and prepared to provide such services that may become necessary as result of such weather related events; and

Whereas, the CONTRACTOR was previously selected through a competitively bid process to provide removal, reduction, and disposal of hurricane/disaster debris removal services by another local government; and

Whereas, the CONTRACTOR has agreed to honor the prices and provide the same services to other local governments, including the TOWN pursuant to "piggyback" contracts; and

Now, therefore, in consideration of the promises contained herein, the Parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE/TERM

The effective date of this Contract shall be June 14, 2012.

The Term of this Contract shall be one year, unless terminated as provided herein.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the TOWN. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The TOWN, by virtue of this contract, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this contract is in full force and effect.

ARTICLE 3 – COMPENSATION

TOWN shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated herein as part of this Contract. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Contract but to which the Fee Schedule cannot readily be applied.

CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

Payment of CONTRACTOR by TOWN is not contingent upon the TOWN being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the TOWN which is determined by Federal and State agencies to be ineligible for reimbursement.

Each individual invoice shall be due and payable 30 days after receipt of correct, fully documented, invoices by the TOWN. All invoices shall be delivered to:

TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
Attn: Accounts Payable

In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the TOWN. This certifies that all services have been properly performed and all changes and costs have been invoiced to the TOWN. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

The TOWN will retain 5% of the payment under each Task Order until such time as the entire project is completed to the TOWN'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 – INSURANCE

During the performance of the services under this Contract, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.

2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
4. Excess Liability Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish TOWN certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least 30 days written notice has been made to the TOWN. CONTRACTOR shall include TOWN as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of CONTRACTOR'S sub-contractors shall be required to include TOWN and CONTRACTOR as additional insured on their General Liability insurance policies.

In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the TOWN for any claim in excess of the sub-contractor's insurance coverage.

The CONTRACTOR shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by the TOWN.

ARTICLE 5 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to TOWN, re-perform services which fail to satisfy the foregoing standard of care. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, TOWN and CONTRACTOR agree to allocate such liabilities as provided for herein below.

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the TOWN, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the TOWN, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this Contract. The CONTRACTOR shall not be required to indemnify the TOWN or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the TOWN, or its agents, employees or representatives.

Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article 6 shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. TOWN shall have no right to supervise the methods used, but TOWN shall have the right to observe such performance. CONTRACTOR shall work closely with TOWN in performing services under this Contract.

The CONTRACTOR shall not pledge the TOWN'S credit or make it a guarantor of payment of surety for any Contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

The TOWN reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to review the capabilities of any sub-contractor to perform properly under this Contract. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

If a sub-contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the

CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the TOWN.

ARTICLE 11- FEDERAL AND STATE TAXES

The TOWN is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the TOWN will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall the CONTRACTOR be authorized to use the TOWN'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the TOWN under this Contract are subject to the availability of funds lawfully appropriated and budgeted for the purposes of this Contract by the Commission of the TOWN.

ARTICLE 13 - TOWN'S RESPONSIBILITIES

TOWN shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the TOWN.

ARTICLE 14 - TERMINATION OF CONTRACT

This Contract may be terminated by the CONTRACTOR upon 30 days prior written notice to the TOWN in the event of substantial failure by the TOWN to perform in accordance with the terms of the Contract through no fault of the CONTRACTOR. It may also be terminated by the TOWN with or without cause immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the TOWN.
- d. Continue and complete all parts of the work that have not been terminated.

The CONTRACTOR shall be paid for services actually rendered to the date of termination and for any reasonable costs incurred.

ARTICLE 15 - FORCE MAJURE

Neither the TOWN nor CONTRACTOR shall be considered to be in default of this

Contract if delays in or failure of performance shall be due to Force Majure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, with the exception of those events that trigger the activation of this Contract.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 16 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Contract will be held in Palm Beach County, Florida.

ARTICLE 17 - NON-DISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 18 – WAIVER

A waiver by either TOWN or CONTRACTOR of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 19 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

ARTICLE 20 - ENTIRETY OF CONTRACT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior contracts, proposals, representations, negotiations, letters or other communications between the TOWN and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 21- MODIFICATION

The Contract may not be modified unless such modifications are evidenced in writing signed by both the TOWN and the CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

TOWN and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Contract without the express written approval of the TOWN via executed amendment.

ARTICLE 23 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Contract by the CONTRACTOR shall act as the execution of a truth-in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the TOWN determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The TOWN shall exercise its rights under this "Certificate" within one year following payment.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the TOWN for it's use and/or distribution as may be deemed appropriate by the TOWN.

ARTICLE 26 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three years following final payment by the TOWN as Federal Emergency Management Agency sub-grantee as required by FEMA'S 322 Public Assistance Guide, page 114, as amended, incorporated in this Contract as Exhibit H. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

ARTICLE 27 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To TOWN
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Attention: Public Works Director
Office No.: 561-881-3345

As to CONTRACTOR
Crowder-Gulf
5435 Business Parkway
Theodore, Alabama 36582
Attention: Ashley Ramsay, General Manager
Office No.: 800-992-6207 Fax. No.: 251-459-7433

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and TOWN.

ARTICLE 28 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **David Hunt, Director of the Public Works Department** or his successor, who shall act as the TOWN'S representative during the term of the Contract.

ARTICLE 29 - KEY PERSONNEL

CONTRACTOR shall notify TOWN in the event of key personnel changes which might affect this Contract. Notification shall be made within five days of said changes. TOWN has the right to reject proposed changes in key personnel and rescind this Contract. The following personnel shall be considered key personnel:

John Ramsay, President / Director of Operations
John Campbell, Emergency Management & Training
Buddy Young, Public Relations / Project Manager / FEMA Expert

ARTICLE 30 – INSPECTOR GENERAL

The Parties recognize that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof that the Inspector General may demand and obtain records and testimony from the CONTRACTOR and its subcontractors or lower tier subcontractors. The CONTRACTOR understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONTRACTOR or its subcontractors or lower tier subcontractors to fully cooperate with the Office of the Inspector General when requested may be deemed by the Town to be a material breach of this Contract justifying its termination. The Office of the Inspector General is established by Palm Beach County Code Section 2-421 to 2-440. Failure to cooperate with the Office of the Inspector General shall be a violation of Palm Beach County Code, Sections 2-421 to 2-440, and is punishable by law pursuant to Section 125.69, Florida Statutes, as a second degree misdemeanor.

ARTICLE 31- CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Contract shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the TOWN.

ARTICLE 32 - ESCALATION CLAUSE

The TOWN acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Contract, the unit prices may be adjusted upward based on the following formula of indices:

50 percent of the price will be adjusted by the average monthly percentage change over the 12 month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not

seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

50 percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.

In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the TOWN.

ARTICLE 33 - ORDER OF CONTRACT ACTIVATION/LOCATION ASSIGNMENT

This contract is one of the two (2) contingent contracts the TOWN has entered into for HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL. The contracts awarded will be activated on an as needed basis as solely determined by the TOWN. The TOWN intends to activate the firm(s) as best meets the needs of the TOWN. If Phillips & Jordan, Inc. and/or Crowder Gulf are activated, they will be assigned to the location(s) deemed appropriate by the TOWN at its sole discretion. The TOWN reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 34 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and TOWN. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the TOWN for review and acceptance. The TOWN shall have the right to correct for vendor default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by **11:00 a.m.** or earlier the following morning.

ARTICLE 35 – BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the Contractor in exchange for and acceptance of an appropriate size bond as determined by the TOWN after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require a \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B.

The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the TOWN. If the CONTRACTOR fails to supply a Performance and Payment Bond, the TOWN shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In Witness Whereof, the Town of Lake Park, Florida, and Crowder-Gulf have executed this Contract all as of the day and year first above written.

TOWN OF LAKE PARK

ATTEST:

By: _____
Vivian M. Lemley, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

By: _____
James DuBois, Mayor

CROWDER-GULF

ATTEST:

Corporate Secretary

Witnesses:

By: _____

Name: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK-OVERALL

I. PROJECT DESCRIPTION AND REQUIREMENTS

The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.

The CONTRACTOR submits he is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in a maximum of 120 days. The duration of effort/completion dates of all tasks will be determined jointly by the TOWN and CONTRACTOR. This determination will be set in writing in the appropriate Task Order(s).

The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The CONTRACTOR may be required, at the TOWN'S discretion, to be under the direction of an agent of the TOWN.

While intended to cover debris management needs in any major disaster scenario, the primary focus of this Contract is on the work resulting from hurricane damage to Palm Beach County.

**Ordinance
on
Second
Reading**

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 6, 2012

Agenda Item No. *Tab 5*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input checked="" type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Ordinance 8-2012 to Amend Section 2-81 of the Code of Ordinances to provide that the Town Manager is hired and fired by a majority of the membership of the Commission

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *James Vitale* Date: *6/1/12*
Barbara McMillan Name/Title *HR DIRECTOR* Date of Actual Submittal *5/31/12*

Originating Department: Town Attorney	Costs: \$ -0- Funding Source: Acct. #	Attachments: Ordinance, Email from Attorney Baird and Advertisement
Department Review: <input checked="" type="checkbox"/> Attorney <u>Email Attached</u> <input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Grants <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: <u>5/27/2012</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background: At the Special Call Commission meeting of May 9, 2012, Ordinance 8-2012 was approved on first reading. The purpose of this Ordinance is to amend Section 2-81 of the Code of Ordinances of the Town of Lake Park to provide that the Town Manager is hired and fired by a majority of the membership of the Commission. The purpose of this agenda item is the approval of Ordinance 8-2012 on second reading.

ORDINANCE NO. 08-2012

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II OF THE TOWN CODE, ENTITLED "TOWN COMMISSION"; PROVIDING FOR THE AMENDMENT OF SECTION 2-81(a) PERTAINING TO THE APPOINTMENT AND REMOVAL OF THE TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("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, Chapter 2, Article II, of the Town Code establishes certain powers and duties pertaining to the Town Commission and the Town Manager; and

WHEREAS, Section 2-81 of the Code of Ordinances of the Town of Lake Park sets forth the specific powers and duties of the Town Commission; and

WHEREAS, the Town Commission has determined that it is necessary and advisable to amend Section 2-81 of the Code of Ordinances of the Town of Lake Park with respect to the appointment and removal of the Town Manager; and

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct.

Section 2. Section 2-81(a) of the Code of Ordinances of the Town of Lake Park is hereby amended to read as follows:

(a) Appointment and removal. The Town Commission shall appoint and remove the Town Manager by a majority of the membership of the commission ~~by a four-fifth majority vote of its members~~ The Town Manager shall hold office at the pleasure of the commission. The Town Manager shall give the Town Commission at least 30 days notice in writing before resigning from such position. The Town Commission may then remove the Town Manager from office at once or permit the ~~city~~ town manager to serve out the time in office.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the ordinance may be renumbered or relettered to accomplish codification, and the words “ordinance,” “section,” “article,” or “paragraph” may be changed to provide for continuity.

Section 5. Severability. If any section, subsection, sentence, clause, phase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

p:\docs\26508\00001\doc\1d03627.doc

Bambi Turner

From: Vivian Lemley
Sent: Thursday, May 31, 2012 1:48 PM
To: Bambi Turner
Subject: FW: Ordinance 08-2012
Attachments: 1D03627-ordinance 08-2012 amending section 2-81.DOC

Importance: High

Below is the email that was referenced in the Special Call Commission Meeting of May 9, 2012 regarding Ordinance 08-2012.

Vivian Mendez Lemley, CMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
561-881-3311
561-881-3313 fax
vlemley@lakeparkflorida.gov

* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone. Section 668.6076, F.S.

From: Green, Marilyn R. [<mailto:MGreen@jones-foster.com>]
Sent: Thursday, May 03, 2012 5:07 PM
To: Vivian Lemley
Cc: Jamie Titcomb
Subject: Ordinance 08-2012
Importance: High

Vivian,

Attached is the new ordinance for the Special Call meeting. Note it actually amends Sec. 2-81 not 2-82 as originally thought so agenda needs to be revised to reflect same.

Thank you.

JONESFOSTER
ADMINISTRATIVE SERVICES, P.A.

Marilyn R. Green Secretary to Thomas J. Baird and Jane S. Hunston
Direct Dial: 561.650.8233 | Fax: 561.746-6933 | mgreen@jonesfoster.com

Jones, Foster, Johnston & Stubbs, P.A.
801 Maplewood Drive, Suite 22-A, Jupiter, Florida 33458
561-659-3000 | www.jonesfoster.com

U.S. Treasury Regulation Circular 230 requires us to advise you that written communications issued by us are not intended to be and cannot be relied upon to avoid penalties that may be imposed by the Internal Revenue Service.

Incoming emails are filtered which may delay receipt. This email is personal to the named recipient(s) and may be privileged and confidential. If you are not the intended recipient, you received this in error. If so, any review, dissemination, or copying of this email is prohibited. Please immediately notify us by email and delete the original message.

NO. 6705445
LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, June 6, 2012 at 7:00 p.m., the Town Commission of the Town of Lake Park, Florida in a regular session to be held at the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 08-2012
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II OF THE TOWN CODE, ENTITLED "TOWN COMMISSION", PROVIDING FOR THE AMENDMENT OF SECTION 2.01(a) PERTAINING TO THE APPOINTMENT AND REMOVAL OF THE TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez Lemley, Town Clerk at 561-881-3311.

Vivian Mendez Lemley, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
May 27, 2012

**Discussion
And
Possible
Action**

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 6th 2012

Agenda Item No. J-6

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other:

SUBJECT: Independence Day Community Picnic in Kelsey Park on Sunday July 1st

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *Kathleen Carroll* Date: June 1, 2012

Name/Title: **Kathleen Carroll, Park & Rec. Director** Date of Actual Submittal: **June 1, 2012**

Originating Department: Kathleen Carroll Park and Recreations Director	Costs: \$ Revenue/expense Neutral Funding Source: Acct. #	Attachments: Event Flyer
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case Please initial one.

Summary Explanation/Background:

The Parks and Recreation Department would like to organize and hold a **(Pre) Independence Day Community Town Picnic** featuring games and community activities, participating vendors and sponsors. The Department would like to schedule this event at Kelsey Park on Sunday, July 1, 2012 between the hours of 10:00 am to 4:00 pm. Modest vendor/sponsor revenue is projected to cover any minor logistical expenses.

Independence Day Community Picnic

WHERE: KELSEY PARK
US-1 (SOUTH OF
NORTHLAKE BLVD)

TIME: 11 AM TO 4 PM
DATE: SUNDAY

JULY 1, 2012

FOR INFO. CONTACT:
KATHIE 561-881-3338



Town of Lake Park

FOOD VENDORS * MUSIC * FUN &
GAMES* BOUNCE HOUSE AND
MORE....

