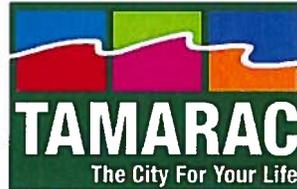


**OFFICE OF THE  
CITY MANAGER**



**Michael C. Cernech**  
CITY MANAGER

June 26, 2014

Mr. John Thompson  
Florida District Manager  
Lhoist North America of Alabama, LLC  
4720 Cleveland Heights Blvd., Suite 203  
Lakeland, FL 33813

Dear Mr. Thompson:

I am pleased to advise you that at its meeting on June 25, 2014, the City of Tamarac Commission approved a resolution authorizing the appropriate city officials to authorize renewal of your Agreement to "Furnish, Deliver and Discharge of Quicklime", as originally awarded as Bid #11-25B, and to execute an Agreement Amendment with, Lhoist North America of Alabama, LLC for the City of Tamarac and on behalf of the Southeast Florida Governmental Purchasing Cooperative for a period of one year with one (1) additional one-year renewal option, providing for conflicts; providing for severability; and providing for an effective date.

Attached is the approved resolution along with the executed Amendment, which constitutes the full agreement with the City.

The Water Treatment Plant Lead Operator, Horst Bremer, will be the City of Tamarac contact for this agreement. Please contact him at (954) 597-3776; however, if there should be any problems of serious consequence, I expect you to advise me directly and immediately.

The City looks forward to continuing its relationship with Lhoist North America of Alabama, LLC.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Cernech", is written over a white background.

Michael C. Cernech  
City Manager

c: Horst Bremer, Lead Operator  
Keith Glatz, Purchasing and Contracts Manager

Attachments

*"Committed to Excellence... Always."*

**TAMARAC.ORG**

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3510 | F: 954.597.3520

EQUAL OPPORTUNITY FMP/ OYFR

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014- 62

I hereby certify that this document is a true and correct copy of Resolution R-2014-62 - LHOIST

the original of which is on file in City Hall.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF TAMARAC, FLORIDA.

This 1<sup>st</sup> day of July, 2014.

Silvia Pabon  
Assistant City Clerk

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXERCISE THE FIRST RENEWAL OPTION OF AGREEMENTS TO "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENT AMENDMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC (FORMERLY CHEMICAL LIME COMPANY OF ALABAMA, LLC) FOR THE CITY OF TAMARAC AND ON BEHALF OF EIGHTEEN OTHER AGENCIES IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME & STONE, INCORPORATED ON BEHALF OF ONE MEMBER OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE, THE CITY OF HOLLYWOOD, FOR A PERIOD OF ONE YEAR PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac served as "lead agency" on Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (CO-OP) which was awarded, on behalf of the City and eighteen (18) other agencies, to, and an Agreement executed with Chemical Lime Co. of Alabama, LLC, as evidenced by Resolution R-2011-86, a copy of which is on file with the City Clerk; and

WHEREAS, as the lead agency for the CO-OP, the bid was also awarded to and an Agreement executed on behalf of one (1) agency with the with

Agreement awarded as a result of Bid #11-25B be exercised and an agreement Amendment be executed with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year for the City of Tamarac, and on behalf of eighteen (18) other agencies in the CO-OP; a copy of said Agreement Amendment #1 is attached hereto as Exhibit "2"; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the first renewal option for the Agreement awarded as a result of Bid #11-25B be exercised and an Agreement Amendment be executed with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year on behalf of one (1) agency in the CO-OP, the City of Hollywood, a copy of said Agreement Amendment #1 is attached hereto as Exhibit "3"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the first renewal option for Bid 11-25B and execute Agreement Amendment #1 with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2014 on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the first renewal option for Bid 11-25B and execute Agreement Amendment #1 with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one

SECTION 3: Agreement Amendment #1 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse, on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2014, attached hereto as Exhibit "3", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #1 with Carmeuse as part of said award, a copy of which is attached hereto as Exhibit "3" on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2014.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.



Ref: Company Name Change

Dear Customer:

As you know, our organization began doing business as Lhoist North America in 2009 as we became more closely aligned in the marketplace with our ownership. We are happy to announce that effective December 31, 2011 most all of our operating companies will be officially joined under one name - Lhoist North America. We hope that this change will alleviate any confusion that has existed with respect to our name change. Only H.C. Spinks Clay Company, Incorporated will retain its current name.

Each of our operating companies' physical addresses, phone numbers, remit-to addresses and Federal Tax Identification numbers will remain the same. Below is a listing of the former names of our companies, along with the corresponding new legal name, and the state in which each entity is organized.

FORMER NAME	ST	NEW NAME
Franklin Industries Inc.	TN	Lhoist North America of Tennessee, Inc.
Chemical Lime, Ltd.	TX	Lhoist North America of Texas, Ltd.
Chemical Lime Company of Missouri, Inc.	MO	Lhoist North America of Missouri, Inc.
Chemical Lime Company of Alabama, LLC	AL	Lhoist North America of Alabama, LLC
Chemical Lime Company of Virginia, Inc.	DE	Lhoist North America of Virginia, Inc.
Chemical Lime Company of Arizona	AZ	Lhoist North America of Arizona, Inc.
H.C. Spinks Clay Company, Incorporated	TN	H.C. Spinks Clay Company, Incorporated
Chemical Lime Company of Canada, Inc.		Lhoist North America of Canada, Inc.

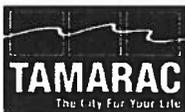
For your convenience, a new W-9 for the operating company with which you do business is enclosed. If there are questions about the W-9, please email Kristy Ingram at [kristy.ingram@lhoist.com](mailto:kristy.ingram@lhoist.com).

Please call if you have any questions or concerns. As always, we strive to provide the best service to you.

Respectfully,

Mike Ellasen  
Vice-President of Sales, West Region  
Lhoist North America

David Puryear  
Vice-President of Sales, East Region  
Lhoist North America



**AGREEMENT AMENDMENT #1  
BETWEEN THE CITY OF TAMARAC  
AND  
LHOIST NORTH AMERICA OF ALABAMA, LLC**

The CITY OF TAMARAC (City) and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC) an Alabama limited liability corporation, with principal offices located at 3700 Hulen Street, Ft. Worth, Texas 76107, agree to amend that certain Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC.) effective November 1, 2011, as amended, (the "Agreement") as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the Agreement the City and Lhoist North America of Alabama, LLC exercise the first renewal option for the term November 1, 2014 through October 31, 2015.

\* \* \*

2. Add the following item specification which shall be the same composition as Type 1 Pebble Lime" except for sieve size:

*"Type 1A Rice Lime"*

\* \* \*

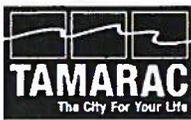
3. The name of the firm is now hereby changed from Chemical Lime Company of Alabama, LLC to Lhoist North America of Alabama, LLC as the result of a corporate name change.

\* \* \*

4. All other provisions of the original agreement remain in effect as written.

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**AGREEMENT AMENDMENT #1  
BETWEEN THE CITY OF TAMARAC  
AND**

**LHOIST NORTH AMERICA OF ALABAMA, LLC**

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1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the Agreement the City and Lhoist North America of Alabama, LLC exercise the first renewal option for the term November 1, 2014 through October 31, 2015.

\* \* \*

2. Add the following item specification which shall be the same composition as Type 1 Pebble Lime" except for sieve size:

*"Type 1A Rice Lime"*

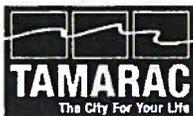
\* \* \*

3. The name of the firm is now hereby changed from Chemical Lime Company of Alabama, LLC to Lhoist North America of Alabama, LLC as the result of a corporate name change.

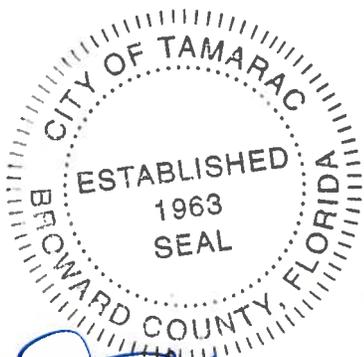
\* \* \*

4. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Lhoist North America of Alabama, LLC, signing by and through its Florida Sales Manager, duly authorized to execute same.



ATTEST:

Patricia Teufel  
Patricia Teufel, CMC  
City Clerk

7/1/14  
Date

CITY OF TAMARAC

Harry Dressler  
Harry Dressler, Mayor

6/30/14  
Date

Michael C. Cernech  
Michael C. Cernech, City Manager

6-25-14  
Date

6/30/14

Approved as to form and legal sufficiency:

Samuel S. Goren  
Samuel S. Goren, City Attorney

4/24/14  
Date

ATTEST:

Kenneth E. Curtiss  
(Corporate Secretary)

Kenneth E. Curtiss  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

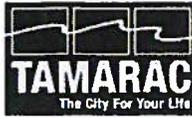
LHOIST NORTH AMERICA OF ALABAMA, LLC

John Thompson  
Signature of Florida Sales Manager

John Thompson  
Florida Sales Manager

5/30/14  
Date





AGENCY	DELIVERY ADDRESS	ESTIMATED ANNUAL USAGE
<b>TYPE 1 – Pebble Lime</b>		
Broward County Dist. 1A	3701 N State Road 7, Lauderdale Lakes, FL 33319	3,900
Broward County Dist. 2A	1390 NE 50 <sup>th</sup> Street, Pompano Beach, FL 33064	6,300
City of Coral Springs	3800 NW 85th Avenue, Coral Springs	2,000
Town of Davie	3500 NW 76th Avenue, Davie	750
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1,872
City of Fort Lauderdale	949 NW 38 <sup>th</sup> Street, Oakland Park, FL 33309	11,500
City of Hallandale	215 NW 6th Avenue, Hallandale	900
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1,825
City Of Miramar	2600 SW 66 <sup>th</sup> Terrace, Miramar	953
City of North Lauderdale (U.S. Water)	841 NW 71 <sup>st</sup> Avenue, North Lauderdale	50
City of North Miami	12098 NW 11 <sup>th</sup> Ave, North Miami	1,440
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,000
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,020
City of Sunrise	4350 Springtree Drive, Sunrise	2,400
City of Sunrise	15400 Sludge Mill Road, Davie	600
City of Tamarac	7803 NW 61st Street, Tamarac	1,500
Village of Wellington	1100 Wellington Trace, Wellington, FL 33414	1,240
<b>TYPE 1A – Rice Lime</b>		
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,400
City of North Miami Beach	19150 NW 8 <sup>th</sup> Ave, Miami Gardens	2,800
City of Dania Beach	1201 Stirling Road, Dania Beach, FL 33004	320
City Of Margate	980 NW 66 Ave. Margate	2,500
<b>Total Estimated Annual Tonnage</b>		<b>51,270</b>