The City of

Boynton Beach

City Commission Agenda

Tuesday, February 7, 2017, 6:00 PM

Commission Chambers
100 E. Boynton Beach Blvd., Boynton Beach, FL 33435
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Mack McCray (District II)
Commissioner Justin Katz (District I)
Commissioner Christina L. Romelus (District III)
Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

MISSION
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES & PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

THE AGENDA:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

SPEAKING AT COMMISSION MEETINGS:
The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:
When addressing the Commission, please step up to either podium and state, for the record, your name and address.

DECORUM:
Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all pagers and cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

City Commission meetings are held in the Boynton Beach City Commission Chambers, 100 East Boynton Beach Boulevard, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

CLOSED-DOOR SESSION to be held on February 7, 2017 commencing at 6:00 pm in Commission Chambers at City Hall to discuss pending litigation in the case: BARRY GOLDMAN, Plaintiff, vs CITY OF BOYNTON BEACH, Defendant – Palm Beach County Circuit Court Case No. 2015CA011734XXXXMB

Invocation

Pledge of Allegiance to the Flag led by Commissioner

ROLL CALL

Agenda Approval:

1. Additions, Deletions, Corrections

2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. The Commission meeting on Tuesday, March 7, 2017 has been rescheduled to Monday, March 6, 2017 at 6:30p.m. in the Commission Chambers due to members of the Commission travelling to Tallahassee on March 7, 2017.

B. City offices will be closed on Monday, February 20th in observance of Presidents' Day.

C. Announcement by Recreation & Parks Director Wally Majors about the 5th Annual Barrier Free 5K Run, Walk & Roll that will be held on Saturday, February 11 beginning at 7:30 a.m., and the Inaugural Magic Wheels and Special Deals event that will be held on Friday, February 10 beginning at 4:00 p.m.

D. Proclaim February 11th-17th, 2017 as 2-1-1 Awareness Week. Patrice Schroeder, Community Relations Speciliast, will be present to accept the proclamation on behalf of 2-1-1 Helpline.

E. Proclaim the month of March 2017 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Regs and 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts
Library Bd: 3 Regs and 2 Alts
Recreation & Parks: 2 Regs
Senior Advisory Bd: 1 Reg and 2 Alts

B. Appoint the Chair and Vice Chair of the Recreation and Parks Board in accordance with Ordinance 15-021.

C. **PROPOSED RESOLUTION NO. R17-013** - Authorize the Mayor to sign a Sister City Agreement with Rauma, Finland.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R17-014** - Approve and authorize signing of an Agreement for Water Service outside the City limits with Gaspar Tomas & Juana Vargas Velasquez for the property at 7661 High Ridge Road, Lantana, FL 33462.

B. **PROPOSED RESOLUTION NO. R17-015** - Amend the Utility Capital Improvement Program (CIP) FY 2016-2017 budget, which will adopt amended budgeted appropriations and revenue sources.

C. Authorize the use of Layne Christensen Company of Fort Myers, FL to perform mechanical integrity testing of the Class I injection well located at the West Water Treatment Plant (West WTP) for a lump sum price of $32,959.

D. Approve utilization of the National Joint Powers Alliance (NJPA) Contract #011014-SCA for “Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services" with Sewer Cleaning Company of America authorized distributor, Pat's Pump & Blower of Boynton Beach for the purchase and delivery of a new “Workhorse Easement Machine with accessories” in the amount of $57,488.85. The NJPA procurement process satisfies the City's competitive bid requirements.

E. Approve Change Order No. 6 to Purchase Order #130850 to Rohl Networks, LP in the amount of $60,000.00 for the Fiber Optic Cabling project, Bid No. 017-2821-12/DJL, increasing the purchase order from $307,926.56 to $367,926.56.

F. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the three (3) month period ended December 31, 2016.

G. Legal expenses - December 2016 - Information at the request of the Commission. No action required.

H. Approve release of two restoration bonds in the amount of $49,774.89 (Phase 1A) and $22,775.12 (Phase 1B) for the site restoration of Cortina at Boynton Village Project.

I. Accept first quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY16-17.

J. Approve the minutes from the Regular City Commission meeting held on January 17, 2017.

7. BIDS AND PURCHASES OVER $100,000

A. Approve the purchase of new and replacement vehicles as approved in the FY2016/2017 budget in the estimated amount of $1,753,635.00 by utilizing the following contracts: Florida Sheriff's Association Contract # FSA16-VEL24.0 and FSA16-VEH14.0.

B. **PROPOSED RESOLUTION NO. R17-016** - Award the Bid for Roof Re-Coating for Fire Station No. 5, Bid No. 008-2210-17/JMA and authorize the City Manager to sign a contract with Solarguard Roofing, Inc. of Boca Raton, FL as the lowest responsive, responsible bidder in the amount of $168,500 with a 10% contingency for a total approved amount of $185,350.

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED ORDINANCE NO. 17-005 - FIRST READING** - Approve and amend Part III, Land Development Regulations, Chapter 3, Article IV, Section 3.D use matrix notes, number 103, striking pilot program language and codifying landscape debris stockpiling use and land development regulations.

10. CITY MANAGER'S REPORT

A. Accept the FY2015/2016 ADA Annual Update.

11. UNFINISHED BUSINESS

A. Consider staffs summary of the subject request and possible amendments to the City's Land Development Regulations, and provide direction to staff relative to the addition of zoning regulations within the LDR Chapter 3, Section 3.D (Zoning Matrix and Notes) that would allow medical offices as accessory uses to a residential development.

12. NEW BUSINESS

A. Approve the request of Vice Mayor Mack McCray to distribute $500 of his Community Support Funds to Robert E. Wells Day.

B. Approve the request of Mayor Steven B. Grant to distribute $250 of his Community Support Funds to Connect2Greatness, a non-profit organization.

C. Approve the request of Mayor Steven B. Grant to distribute $300 of his Community Support Funds to NAMI of Palm Beach County, a non-profit organization.

D. Appoint the Recreation & Parks Advisory Board to serve as the committee that will review the proposed renaming of Boynton Village Dog Park and allow the opportunity for public input at an upcoming Advisory Board meeting.

E. Commission discussion of civil citation for small quantity marijuana possession.

F. Commission discussion regarding Citizen Oversight Committee

13. LEGAL

A. **PROPOSED ORDINANCE NO. 17-004 - SECOND READING** - Approval of ordinance limiting future burials to City residents; and request a motion to approve changes to the Cemetery and Mausoleum Rules and Regulations providing clarity, eliminating unnecessary language and deleting any reference to the Cemetery Board or Board of Governors.

B. **PROPOSED ORDINANCE NO. 17-006 - FIRST READING** - Approval of Ordinance amending Chapter 26, Water, Sewer and City Utilities, by creating a new section 26-8.2 entitled "Water Service/Annexation Agreements."

14. FUTURE AGENDA ITEMS

A. Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.

B. Monthly Departmental Presentations:

Community Standards - February 21, 2017
Library - March 6, 2017
Communications/Marketing - March 21, 2017

C. Consider adopting a Chronic Nuisance Ordinance - February 2017.

D. Discuss cancelling the July 4th City Commission meeting - April 4, 2017

15. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CITY'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CITY'S WEB SITE CAN BE OBTAINED FROM THE OFFICE OF THE CITY CLERK.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

CLOSED-DOOR SESSION to be held on February 7, 2017 commencing at 6:00 pm in Commission Chambers at City Hall to discuss pending litigation in the case: BARRY GOLDMAN, Plaintiff, vs CITY OF BOYNTON BEACH, Defendant – Palm Beach County Circuit Court Case No. 2015CA011734XXXXMB

Invocation

Pledge of Allegiance to the Flag led by Commissioner

ROLL CALL

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/4/2017 - 8:10 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: City offices will be closed on Monday, February 20th in observance of Presidents' Day.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: There is no alternative as the day is designated as a holiday.

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/25/2017 - 10:33 AM
Finance	Howard, Tim	Approved	1/25/2017 - 10:33 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:17 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Announcement by Recreation & Parks Director Wally Majors about the 5th Annual Barrier Free 5K Run, Walk & Roll that will be held on Saturday, February 11 beginning at 7:30 a.m., and the Inaugural Magic Wheels and Special Deals event that will be held on Friday, February 10 beginning at 4:00 p.m.

EXPLANATION OF REQUEST:
The Recreation & Parks Department, in partnership with the Realtors Association of the Palm Beaches, is hosting the 5th Annual Barrier 5K Run Walk and Roll event, which benefits Barrier Free Park. Individuals of all ages and abilities are invited to participate in the 5K. The race course begins at the Park, winds through Hunters Run and ends back at the Park. New this year will the "Kids 1-miler", for children ages 8-12. Additionally, the Department will be hosting the Magic Wheels and Special Deals event the previous afternoon, which will feature the unveiling of the "Magic Wheelchair". Emma Pietrafesa will be receiving the Magic Wheelchair this year, and will be honorary starter of the 5K. Emma is 11 years old, and pushes through life's struggles despite dealing with Cornelia de Lange, a developmental disorder that affects mnay parts of the body. Emma also recently lost her father, Coral Springs Firefighter Paul Pietraesa, due to pancreatic cancer.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No affect.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Do not make the announcement

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Recreation & Parks	Majors, Wally	Approved	1/24/2017 - 9:43 AM
Finance	Howard, Tim	Approved	1/24/2017 - 10:48 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:15 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Proclaim February 11th-17th, 2017 as 2-1-1 Awareness Week. Patrice Schroeder, Community Relations Speciliast, will be present to accept the proclamation on behalf of 2-1-1 Helpline.

EXPLANATION OF REQUEST:
211 is a community helpline and crisis hotline that provides suicide prevention, crisis intervention, information, assessment, and referral to community services for people of all ages.

Individuals and families living in Palm Beach County, can call 2-1-1 to speak with a highly trained resource specialist. Calls to 211 HelpLine are free, confidential, and 24/7.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date

City Clerk	Pyle, Judith	Approved	1/30/2017 - 10:37 AM
Finance	Howard, Tim	Approved	1/30/2017 - 10:43 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:13 PM

Proclamation

Whereas, many times people need help in meeting life's basic needs; and

Whereas, they may experience times of crisis and are not sure where to turn 2-1-1 HelpLine is that central access point providing individuals and families the guidance and support they need with over 91,600 callers assisted last year; and

Whereas, calls to 2-1-1 are free, confidential, available 24/7, for people of all ages and walks of life; and

Whereas, 2-1-1 also helps link vulnerable populations to crucial services with specialized advocacy and support programs that include 2-1-1's Special Needs HelpLine, 2-1-1 Help Me Grow, Elder Crisis Outreach; and 2-1-1's life-saving "Sunshine" Daily Telephone calls which continue to brighten the lives of local seniors;

Whereas, there are nearly 4,000 sites in our community that provide assistance in such areas as Health Care, Insurance, Volunteering, Food, Day Care, Mental Health Counseling, Support Groups, Financial Assistance, VITA free tax help etc.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim February 11th - 17th as:

2-1-1 Awareness Week

in the City of Boynton Beach, and urge all citizens to be aware of the simple three digit number 2-1-1 as the only number they need to access information and referrals to programs and services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the Seventh Day of February Two Thousand Seventeen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Proclaim the month of March 2017 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation.

EXPLANATION OF REQUEST:
Boynton Beach Fire Rescue Local 1891 raised more than $31,000 with their 'Fill the Boot' campaign for the Muscular Dystrophy Association making them the MDA's largest source of funding. The funds collected by the City of Boynton Beach Fire Fighters assist the MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:
Not allow proclamation.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	1/31/2017 - 1:35 PM
Finance	Howard, Tim	Approved	1/31/2017 - 2:25 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:13 PM

Proclamation

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens; and,

WHEREAS, in addition to their daily service to our communities, Fire Fighters throughout the state and across the nation have joined the Muscular Dystrophy Association for the past 62 years in the fight against neuromuscular diseases, and

WHEREAS, Florida Fire Fighters collected more than $1.2 million in over 300 communities including the Boynton Beach Fire Rescue Local 1891 who raised more than $31,000 with their 2016 "Fill the Boot" campaign for the MDA, again making them the MDA's largest source of funding; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful of the City of Boynton Beach Fire Fighters for their support and dedication; and

WHEREAS, the funds collected by the City of Boynton Beach Fire Fighters assist the MDA in providing medical services at local clinics, summer camps, research grants, support groups, and public education seminars at no cost to local children and families; and

WHEREAS, in honor of the efforts of the City of Boynton Beach Fire Fighters, the Muscular Dystrophy Association is sponsoring "the Boynton Beach Fire Fighter Appreciation Month;" and

WHEREAS, it is appropriate for all City of Boynton Beach citizens to join the Muscular Dystrophy Association in this tribute to our fire fighters.

NOW, THEREFORE, I, Steven B. Grant, by virtue of the authority vested in me as Mayor of the City of Boynton Beach, Florida, hereby proclaim March 2017 as:

The City of Boynton Beach Firefighter Appreciation Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida on the Seventh day of February, Two Thousand and Seventeen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Regs and 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts
Library Bd: 3 Regs and 2 Alts
Recreation & Parks: 2 Regs
Senior Advisory Bd: 1 Reg and 2 Alts

EXPLANATION OF REQUEST: The attached list contains the names of those who have applied for vacancies on the various Advisory Boards. A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description

Other	Appointments
Other	Berger Application
Other	Hayden Application
Other	Huff Application
Other	Moodie Application
Other	Louis Application
Other	Mondello Move up Request
Other	Mondello Application
Other	Pierce-Roe Application
Other	Pierce -Roe Move up Request

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

APPOINTMENTS AND APPLICANTS FOR FEBRUARY 7, 2017

Arts Commission

II	McCray	Reg	3 yr term to 12/17 Tabled (2)
III	Romelus	Reg	3 yr term to12/19 Tabled (2)
IV	Casello	Alt	1 yr term to 12/17 Tabled (2)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (2)

Applicants

Lauren Huff
Clovis Moodie
Golene Louis

Building Board of Adjustments and Appeals

IV	Casello	Reg	3 yr term to 12/19 Tabled (2)
Mayor	Grant	Reg	3 yr term to 12/19 Tabled (2)
I	Katz	Alt	1 yr term to 12/17 Tabled (2)
II	McCray	Alt	1 yr term to 12/17 Tabled (2)

Applicants

Daniel Berger

Library Board

II	McCray	Reg	3 yr term to 12/19 Tabled (2)
III	Romelus	Reg	3 yr term to 12/19 Tabled (2)
IV	Casello	Alt	1 yr term to 12/17 Tabled (2)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (2)

Applicants

Dr. Stephanie Hayden

Recreation and Parks Board

II	McCray	Reg	3 yr term to 12/18
III	Romelus	Reg	3 yr term to 12/19

Applicants

Elizabeth Pierce-Roe - Current alternate request to move up.
Julie Mondello - Current alternate request to move up

Senior Advisory Board

IV	Casello	Reg	2 yr term to 12/18 Tabled (2)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (3)
I	Katz	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None

Ellis, Shayla

From: danielber <noreply@123contactform.com>
Sent: Monday, January 23, 2017 4:30 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/23/2017
Name	Daniel Berger
Gender	Male
Phone number	334-559-1292
Address	827 SOUTH RD Boynton Beach FL 33435 United States
Email	danielber@dpr.com
Current occupation or, if retired, prior occupation	Construction Manager
Education	BS. in Building Science from Auburn University
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Building Board of Adjustment & Appeals
Personal Qualifications	I am a currently a Healthcare Construction Superintendent for the largest Healthcare Builder in the US. Here in South Florida I oversee more than 50 million dollars worth of work a year. I deal with Municipalities and the State Regulatory Agency for Healthcare Construction. As the person in charge of my projects, I am required to have a

	very good understanding of all building codes. This is especially important in Healthcare Construction because it has stricter codes and other building types. My wife and I have lived in Boynton Beach for several years and I would like to get more involved with the community. Thanks for your consideration.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 174.228.2.159 (United States) at 2017-01-23 16:30:19 on Chrome 55.0.2883.87
Entry ID: 203
Referrer: www.boynton-beach.org/officials/advisory_boards.php

Ellis, Shayla

From: monroe_s <noreply@123contactform.com>
Sent: Thursday, January 26, 2017 5:57 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/26/2017
Name	Stephanie Hayden
Gender	Female
Phone number	561-945-1329
Address	2181 SW 15th Ave. N102 Boynton Beach Florida 33426 United States
Email	monroe_s@ymail.com
Current occupation or, if retired, prior occupation	Educator
Education	Howard University
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	I served as the Vice-Chair for the Education and Youth Advisory Board. I started my term in Fall of 2014 and shortly ended the winter of 2017.
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
Personal Qualifications	• Ability to enhance student functions, and close the gaps in student achievement • Knowledge of emerging research and best practices in the areas of curriculum and instructional design. • Possesses the leadership skills required to respond to diverse student challenges • Committed to a "student first" philosophy in all decisions regarding classroom instruction and management.

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	• Inspires trust and high levels of self-confidence, optimism, integrity and personal performance.
Professional Memberships	National Education Association Florida Education Association
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 199.189.192.242 (United States) at 2017-01-26 17:57:17 on Firefox 50.0
Entry ID: 206
Referrer: www.boynton-beach.org/officials/advisory_boards.php

Ellis, Shayla

From: lhuff3 <noreply@123contactform.com>
Sent: Monday, January 16, 2017 1:47 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/16/2017
Name	Lauren Huff
Gender	Female
Phone number	240-298-6207
Address	222 W Ocean Ave Boynton Beach Florida 33435 United States
Email	lhuff3@gmail.com
Current occupation or, if retired, prior occupation	Music School Owner in Delray Beach
Education	BS in Geology from FAU
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Arts Commission
Personal Qualifications	Although I do not possess an art degree, I have always found music and art to be a reliable outlet for self expression. I personally enjoy drawing, painting, do-it-yourself crafting, photography, tie dying, sowing...you name it! I believe that it is incredibly important for younger generations to be familiarized with the arts in order to for them to cultivate their own opinions and ideas. That being said, having art in public places is a wonderful program and an invaluable tool for

OK
AP.

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
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community growth.

Professional Memberships

Certification

I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 104.184.192.48 (United States) at 2017-01-16 13:46:56 on Safari 10.0.2
Entry ID: 201
Referrer: boynton-beach.org/officials/advisory_boards.php

Ellis, Shayla

From: mcarv05 <noreply@123contactform.com>
Sent: Thursday, January 12, 2017 11:48 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/12/2017
Name	Clovis Moodie
Gender	Female
Phone number	561-601-9492
Address	3638 SE 2nd St Boynton Beach 33435 United States
Email	mcarv05@bellsouth.net
Current occupation or, if retired, prior occupation	Retired educator
Education	Masters - Education Leadership
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Arts Commission
Personal Qualifications	Interest in Boynton Interest in art Appreciation of art
Professional Memberships	National Education Association Zeta Phi Beta Sorority, Inc

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17 JAN 13 AM 8:09

Zeta Pearl Foundation, Inc.

Certification

I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 172.9.216.176 (United States) at 2017-01-12 23:47:47 on iPad 10.0
Entry ID: 199

Ellis, Shayla

From: glouis129 <noreply@123contactform.com>
Sent: Wednesday, January 25, 2017 8:04 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/25/2017
Name	GOLENE LOUIS
Gender	Female
Phone number	786-290-2619
Address	230 LAKE MONTEREY CIR BOYNTON FL 33426 United States
Email	glouis129@gmail.com
Current occupation or, if retired, prior occupation	Real Estate
Education	MBA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Arts Commission
Personal Qualifications	I am a banker finance and funding experience also have been in the real estate business for many years. My experience as enable me to work on many beautification projects in housing and in public places. Being a part of this Commission I will contribute greatly on the works of planning promoting and developing of the beauty of our great city. I not an artist but I posses many skills and Ideas that could be advantages to the Commission and a great help to the

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	programs and support art in public places in Boynton Beach.
Professional Memberships	National Realtor Association, National Notary Association Hermon International Church Administrator
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 65.34.237.250 (United States) at 2017-01-25 20:04:14 on Internet Explorer 11.0
Entry ID: 204

Pyle, Judith

From: Julie Mondello <juliemondello@yahoo.com>
Sent: Tuesday, January 24, 2017 12:13 PM
To: Majors, Wally
Cc: Pyle, Judith
Subject: Parks Advisory Board

Hi Judy!
Please let this serve as my formal request to be moved from alternate to a regular board member. Thank you...Julie :)

On Jan 24, 2017 10:55 AM, "Majors, Wally" <MajorsW@bbfl.us> wrote:

You can just respond to this email, or email directly: Pylej@bbfl.us

From: Julie Mondello [mailto:juliemondello@yahoo.com]
Sent: Tuesday, January 24, 2017 10:36 AM
To: Majors, Wally
Subject: RE: agenda

What is her email address....sorry, I can't read it from the email...

Sent from my Verizon Wireless 4G LTE DROID

On Jan 24, 2017 10:16 AM, "Majors, Wally" <MajorsW@bbfl.us> wrote:

Julie and Bettie,

You need to email the City Clerk, Judy Pyle, to inform her that you want to be appointed as "regular "members. She will use your emails as the backup she needs.

RPB

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Julie Mondello Gender: F Telephone # 561 346 9466

Address 122 Lancaster Road

Boynton Beach, FL Zip Code 33426

E-mail Address: juliemondello@yahoo.com Other Phone: _____

Current occupation or prior occupation:

IT Project Manager

Education Bachelor of Science, Boston University
MBA, Capella university - Graduate 2017

Are you a registered voter?	✓ Yes	___ No
Do you reside within the Boynton Beach City limits?	✓ Yes	___ No
Do you own/manage a business within the City limits:	___ Yes	✓ No
If "yes", name of business		
Are you currently serving on a City board?	___ Yes	___ No
Have you served on a City board in the past?	___ Yes	___ No

If so, which board(s) and when?

Have you ever been convicted of a crime? NO

If so, when _____ Where _____

CITY OF BOYNTON BEACH CITY CLERK'S OFFICE 16 NOV 28 AM 11:27

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

- ___ Arts Commission
- ___ Building Board of Adjustment & Appeals
- ___ Community Redevelopment Advisory Board
- ___ Education and Youth Advisory Board
- ___ Employees' Pension Board
- ___ Firefighters' Pension Trust Fund
- ___ Golf Course Advisory Committee
- ___ Historic Resources Preservation Board
- ___ Library Board
- ___ Planning & Development Board
- ___ Police Officers' Retirement Trust Fund
- ✓ Recreation & Parks Board
- ___ Senior Advisory Board

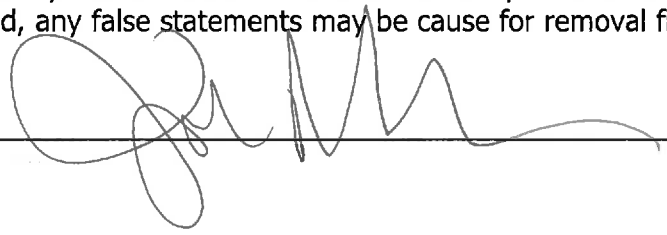
What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.

I have an 8 year old daughter who goes to many BB parks events and attends various camps including summer camp. With my project management business background and understanding of community needs I would like to serve on the board

Please list any professional memberships: Project Management Professional

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature:  Date: 11/21/16

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Elizabeth (Betty) Roe Gender: F Telephone # 561-436-8420

Address 1037 OAK ST

Boynton Beach FL Zip Code 33435

E-mail Address: CoupleaBucksHuntClub@gmail.com Other Phone: _____

Current occupation or prior occupation:
Assistant Controller at The Polo club of Boca Raton Country Club

Education Bachelor - Business Admin - Concentration Sports mgmt.

Are you a registered voter?	✓ Yes	___ No
Do you reside within the Boynton Beach City limits?	✓ Yes	___ No
Do you own/manage a business within the City limits:	___ Yes	✓ No
If "yes", name of business ___		
Are you currently serving on a City board?	✓ Yes	___ No
Have you served on a City board in the past?	✓ Yes	___ No

If so, which board(s) and when? Parks & Rec since 1998

Have you ever been convicted of a crime?
If so, when NO Where ___

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

- ___ Arts Commission
- ___ Building Board of Adjustment & Appeals
- ___ Community Redevelopment Advisory Board
- ___ Education and Youth Advisory Board
- ___ Employees' Pension Board
- ___ Firefighters' Pension Trust Fund
- ___ Golf Course Advisory Committee
- ___ Historic Resources Preservation Board
- ___ Library Board
- ___ Planning & Development Board
- ___ Police Officers' Retirement Trust Fund
- ✓ Recreation & Parks Board
- ___ Senior Advisory Board

What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.
A resident of Boynton Beach for 30 years, Served in Park & rec Board since 1988. Involved in Sports and Recreation My whole life. Degree in Sports management & Physical ED. 25 years working in Golf & Tennis Country Clubs in Palm Beach County. I would like to make a difference in the city of Boynton Beach when it comes to its Parks & recreation programs

Please list any professional memberships: HFTP - Hospitality, financial, tech Professionals FLA Realtor, Director for W S Shepards - Inlet Cove association (18 years)

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature: Elizabeth Rae Date: 11/28/16

Pyle, Judith

From: Majors, Wally
Sent: Thursday, January 26, 2017 10:07 AM
To: 'bettyr roe'
Cc: Pyle, Judith
Subject: RE: agenda

Thanks Betty,
I'm sending you email to Judy, our City Clerk, so that she can make the necessary arrangements to have you re appointed as a regular member of the board.

From: bettyr roe [mailto:coupleabuckshuntclub@gmail.com]
Sent: Thursday, January 26, 2017 9:09 AM
To: Majors, Wally
Subject: Re: agenda

Good Morning Wally-
I received my letter that the City Commission reappointed me as an Alternate Member for the Parks & Rec, Board with the Term ending in Dec 2017.
I would be interested in being a regular member on the Board after 19 years of service of the Parks & Rec. Board.

Thank You very Much,
Elizabeth-(Betty) Roe

On Thu, Jan 19, 2017 at 4:20 PM, Majors, Wally <MajorsW@bbfl.us> wrote:

Good afternoon. Attached is the agenda for our meeting on Monday evening. Please let me know if there are any items you want me to add.

Wally Majors, Director
Recreation & Parks, Administration
City of Boynton Beach
125 S.E. 2nd Ave. | Boynton Beach, Florida 33435
o: 561-742-6255 | f: 561-742-6238
MajorsW@bbfl.us | www.boynton-beach.org

Like us on Facebook Follow us on twitter

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Appoint the Chair and Vice Chair of the Recreation and Parks Board in accordance with Ordinance 15-021.

EXPLANATION OF REQUEST:
The following minimum qualifications for appointment and/or membership apply to all advisory board.
Sec. 2-16. City boards and commissions; minimum qualifications for appointment, membership.
(d) Notwithstanding any other provision of city code or procedural rule, no alternate member of any city board may serve in the capacity of its Chairperson, Vice Chair, Chair Pro-Tem, or hold any other office on said board. (e) No alternate member may be moved to a regular member of the Board unless appointed by the City Commission.

On September 3, 2015 the City Commission passed Ordinance No 15-021 that includes in Article I. In General, Sec. 16-3 Chair and Vice-Chair of Board. "The City Commission will appoint a Chair and Vice Chair of the Board. The appointments will be by motion of the Commission. The Chair and Vice Chair will hold their respective appointments until the Commission appoints a successor Chair or Vice Chair."

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The Recreation and Parks Board can hold meetings and act in an advisory capacity to the Recreation and Parks Department and make recommendations to the City Manager and City Commission, through the Recreation and Parks Director.

FISCAL IMPACT: None

ALTERNATIVES: Do not appoint the Chair and Vice Chair. The Recreation and Parks Board would be unable to hold meetings and conduct any business.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance 15-021
Other	Rec & Park Board Member List
Other	Byrd
Other	Johnston
Other	Kanter
Other	Schapiro
Other	Stern
Other	Mondello Application
Other	Pierce-Roe

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	1/30/2017 - 10:36 AM
Finance	Howard, Tim	Approved	1/30/2017 - 10:44 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:24 PM

ORDINANCE NO. 15-021

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART II, CODE OF ORDINANCES, CHAPTER 16, "PARKS AND RECREATION" PROVIDNG CLARITY AND ELIMINATING UNNECESSARY LANGUAGE AND INCREASING BEACH PARKING PERMITS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, City staff has been reviewing existing code language to assure that the Parks and Recreation Chapter is clear and consistent throughout the Code of Ordinances; and

WHEREAS, the resulting clean-up effort will facilitate greater consistency and understanding of the Chapter; and

WHEREAS, Boynton Beach Oceanfront Park is one of the City's most popular and busiest parks and staff; and

WHEREAS, staff is recommending increasing annual resident beach parking permit fees, non-resident parking permit fees and daily fees on holidays and weekends while changing the permits from seasonal to annual; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to amend Chapter 16 of the City's Code of Ordinances as hereinafter referenced.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, THAT:

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. Chapter 16, "Parks and Recreation" of the City's Code of Ordinances is hereby amended by adding the words and figures in underlined type and by deleting the words and figures in struck-through type, as follows:

ARTICLE I. IN GENERAL

Sec. 16-1. Board created; appointment, terms, qualifications.

There is hereby established a recreation and parks board, hereinafter referred to as "board," which board shall consist of seven (7) members. The city Commissionshall appoint the members of said board. Two (2) members shall serve for a term of one (1) year from the date of appointment; three (3) members shall serve for a term of two (2) years from the date of appointment; two (2) members shall serve for a term of three (3) years from the date of

appointment. Vacancies created after expiration of these terms shall be filled by appointments for three-year terms. Members of the board shall be residents and electors of the city.

Sec. 16-2. Removal of board members; vacancies.

Members of the board may be removed by a majority vote of the total members of the city Commission. Vacancies on the board shall be filled by the city Commission.

Sec. 16-3. Chair and Vice-Chair of board.

The City Commission will appoint a Chair and Vice Chair of the Board. The appointments will by motion of the Commission. The Chair and Vice Chair will hold their respective appointments until the Commission appoints a successor Chair or Vice Chair. .

Sec. 16-4. Meetings of board.

(a) In the performance of their duties set forth in this article, the board shall hold at least one regular meeting each month.. Special meetings may be called by the board chair or the recreation and parks department upon prior notification.

(b) Minutes shall be kept during all meetings.

(c) The recreation and parks department shall prepare an agenda for each meeting and shall contact the chair of the board regarding the agenda.

(d) Four (4) members in attendance shall constitute a quorum before an official meeting is declared in session.

Sec. 16-5. Powers and duties of board.

Subject to the control and direction of the city Commission, the board:

(a) Shall act in an advisory capacity (non-administrative) to the recreation and parks department, to assure representation of ideas of citizens who are interested in promoting better recreation and park facilities and programs for the city. Such advice shall include but not be limited to site locations, development, supervision and maintenance of public recreation and parks of the city.

(b) May acquire by gift or donation, any property for public recreation or park purposes. Any gifts or donations acquired shall go through the recreation and parks department and shall become the property of the city, and title of any real property so acquired shall be taken in the name of the city.

(c) Shall make recommendations to the city manager and city Commission, through the recreation and parks director, concerning the purchase of property by the city for public recreation and park purposes, concerning the establishment, maintenance, and supervision of public recreation and parks, and concerning expenditures of the recreational and park fund hereinafter established.

Shall keep records and accounts of all the activities of the board and make reports through the recreation and parks department to the city Commission and city manager whenever requested to do so.

(e) ~~Shall make recommendations to the director of recreation and parks and the city manager, to be submitted to the city Commission for approval, concerning employment of personnel to conduct, instruct and supervise park and recreational activities, and the use of public recreation and park facilities of the city.~~

(f) In exercising their powers and performing their duties as specified in this article, the board shall act through a majority of its members and the chair of the board is requested to sign all papers and documents requiring the signature of the recreation and park board.

~~Sec. 16-6. Recreational and park fund established; expenditures.~~

~~There is hereby established as a part of the city treasury a fund to be known as the recreational and park fund. All monetary gifts or donations to the city for recreation or park purposes shall be paid into said fund. All monetary gifts or donations to the city for recreation or park purposes shall be paid into said fund.~~

~~Expenditures from the recreational and park fund of the city shall be in the manner and form provided by Laws of Florida or the city for expenditures of municipal funds. No monetary gift or donation to the city for public park purposes shall be expended for any purpose other than recreation and parks.~~

Sec. 16-7. Use of portion of Boynton Canal and abutting property prohibited.

All fishing, swimming, diving, trespassing, parking or loitering in or about that certain portion of the Boynton Canal and abutting property owned by the South Florida Water Management District, lying east of the easterly right-of-way line of U.S. Highway No. 1 (State Road No. 5), more particularly described hereafter is hereby declared dangerous, a trespass, and a general public nuisance and such actions by any person are hereby prohibited.

Commence at the intersection of the easterly right-of- way line of U.S. Highway No. 1 and the northerly right-of-way line of the Boynton Canal; thence proceed easterly along the northerly right-of-way line of the Boynton Canal to the southwest corner of Lot 62, Coquina Cove, Plat Book 24, Page 14, public records of Palm Beach County, Florida; thence proceed southeasterly across the right-of-way line of the Boynton Canal to the northwest corner of Lot 41, Harbor Estates, Plat Book 21, Page 98, public records of Palm Beach County, Florida; thence proceed westerly along the south right-of-way line of the Boynton Canal to its point of intersection with the easterly right-of-way line of U.S. Highway No. 1; thence proceed northerly along the easterly right-of-way line of U.S. Highway No. 1 to the point of beginning.

Secs. 16-8—16-17. Reserved.

ARTICLE II. CITY PARKS AND BEACHES

DIVISION 1. GENERALLY

Sec. 16-18. Definitions.

As used in this article:

Director means the recreation and parks director of the city.

Park means land owned by the City, and intended for current or future active or passive recreation. *Vehicle* means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the city parks.

Sec. 16-19. Hours and activity fees.

The director shall establish hours that the park or beach shall be open for public use as may be deemed reasonable and such opening and closing time shall be posted for public information.

The City Commission may by resolution establish activity fees for specific activities within any City developed or undeveloped park.

Sec. 16-20. Interference with permittees.

No person at any beach or park shall disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit.

Sec. 16-21. Showing of permits upon request.

Every person at a beach or park shall produce and exhibit any permit from the director he claims to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.

Sec. 16-22. Enforcement of regulations.

(a) The director and park or beach attendants shall, in connection with their duties imposed by law, diligently enforce the provisions of this article. The director and any park attendant shall have the authority to eject from the park or beach any person acting in violation of this article, and shall have the authority to seize and confiscate any property, thing or device in the park or beach used in violation of this article. Administrative authority is hereby granted to the City Manager and/or his or her designee to designate and post specific areas in city parks as "Quiet Zones."

(b) Penalties for violation of this section shall be pursuant to the City Code of Ordinances Chapter 1, General Provisions, Article 1, Section 1-6.

Sec. 16-23. Permit required to erect structure or run utility.

It shall be unlawful for any person to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across any beach or park, except on special written permit issued hereunder.

Sec. 16-24. Removal of sand or soil, shrubs, trees, etc.

It shall be unlawful for any person to dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency upon any beach or park within the city.

Sec. 16-25. Damaging trees, plants, grass.

It shall be unlawful for any person to damage, cut, carve, or transplant any tree or plant or injure the bark, or pick the flowers or seeds of any tree or plant in any beach or park. Nor shall any person attach any rope, wire or other contrivance to any tree or plant. No person shall dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any beach or park.

Sec. 16-26. Pollution of waters.

It shall be unlawful for any person to throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or beach, or tributary stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

Sec. 16-27. Structures to afford open view; guy wires, braces prohibited.

It shall be unlawful for any person to erect, maintain, use or occupy on or in any beach or bathing area any tent, shelter or structure of any kind unless there shall be an unobstructed view into said tent, shelter or structure from at least two (2) sides; nor shall any guy wire, rope or extension or exterior brace or support be connected or fastened from any such structure to any other structure, stake, rock or other object outside thereof.

Sec. 16-28. Bounce houses.

The use of "bounce houses" and other inflatable playground equipment is prohibited at city-owned property unless the company operating the equipment has received prior approval from the city's Recreation and Parks Director, or their designee, to operate such equipment. The notice of approval shall be posted at the location the equipment is installed during the time that the equipment is being operated in order to allow the appropriate city representative to verify that the operator received prior approval from the city. Any equipment installed on city-owned property without prior approval shall be immediately deflated and/or disconnected by the authorized city representative. The provisions of this section shall be enforced by the city's code enforcement officers, as well as the city's law enforcement officers. Regulations regarding the placement, use, insurance, and supervision requirements shall be developed and published by the city's Recreation and Parks Department.

Secs. 16-29—16-37. Reserved.

DIVISION 2. CONDUCT REGULATED

Sec. 16-38. Alcoholic beverages permitted only at designated places; sale; drunkenness.

No person shall drink nor possess alcoholic beverages at any time at any beach or park except at specifically designated recreation centers pursuant to a Facility/Field Use Application, , or at a beach or park pursuant to a Special Event Permit issued by the city. The sale or possession of alcoholic beverages by a concessionaire, or pursuant to a Special Event Permit or a Facility/Field Use Application, will be subject to the strict regulation and control of the director. Sales of alcoholic beverages shall be served for consumption on the immediate premises. No person shall become drunk or be under the influence of intoxicating

beverages. The City Commission may approve of certain holidays whereby the prohibition on consuming or possessing alcohol at the beach or a park is waived.

Sec. 16-39. Animals prohibited.

No person shall have, or be permitted to have, any dog or other domestic animals on any designated beach or park area at any time whether muzzled, leashed or not except as authorized in Section 4-33. Animals used by law enforcement or service animals, trained to aid persons with disabilities, shall be exempt from this section.

Sec. 16-40. Fireworks or explosives.

No person at any park or beach shall bring in or have in his possession, or set off or otherwise cause to explode or discharge or burn, any firecracker, torpedo, rocket or other fireworks or explosives or inflammable materials, or discharge them or throw them into any such area from land or highway adjacent thereto. This prohibition includes any substance, compound, mixture or article that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints.

This section shall not prohibit fireworks displays where permitted under the provisions of section 15-5.

Sec. 16-41. Use of facilities provided for opposite sex.

No person at any park or beach shall occupy any seat or bench, or enter into or loiter or remain in any pavilion or other park structure or section thereof which may be reserved and designated by the director for the use of the opposite sex. Exception is made for children under four (4) years of age.

Sec. 16-42. Soliciting prohibited.

It shall be unlawful at any beach or park for any person to solicit alms or contributions for any public or private purpose.

Sec. 16-43. Fires, permitted only in designated areas; dropping inflammable material.

No person shall build or attempt to build a fire except in such areas and under such regulations as may be designated by the director. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park area or on any highway, road or street abutting or contiguous thereto.

Sec. 16-44. Gambling.

Gambling, or the participation therein or the abetting thereof, is prohibited at any beach or park.

Sec. 16-45. Entering, using closed area.

No person shall enter an area on a beach or park posted as "Closed to the Public" nor shall any person use or abut the use of any area in violation of posted notices.

Sec. 16-46. Sleeping, lounging; disorderly conduct generally.

No person shall at any beach or park sleep or protractedly lounge on the seats or benches or other areas, or engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace.

Sec. 16-47. Cooperation in keeping rest rooms clean.

It shall be unlawful for any person to fail to cooperate in maintaining rest rooms and washrooms in a neat and sanitary condition.

Sec. 16-48. Climbing trees; standing or sitting on fixtures.

It shall be unlawful for any person to climb any tree, or walk, stand or sit upon monuments, vases, fountains, railings, fences or gun carriages or upon any other property on any beach or park which is not designated or customarily used for such purposes.

Sec. 16-49. Refuse and trash.

It shall be unlawful for any person to bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash on any beach or park. No such refuse or trash shall be placed in any waters in or contiguous to any park or beach, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park or beach by the person responsible for its presence and properly disposed of elsewhere.

Sec. 16-50. Swimmers to conform to regulations.

It shall be unlawful for any person in a park or beach to swim, bathe, or wade in any waters or waterways in or adjacent to any park or beach, except in such waters and at such places and during such hours as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted. Nor shall any person frequent any waters or places customarily designated for the purpose of swimming or bathing, or congregate thereat when such activity is prohibited by the director upon a finding that such use of the water would be dangerous or otherwise inadvisable.

Sec. 16-51. Undeveloped park sites are not open for recreational use unless the use, and the portion of the site where it may occur, is specifically posted.

Sec. 16-52. Dressing and undressing.

No person shall dress or undress on any beach or in any vehicle, toilet or other place except in such bathing houses or structures as may be provided for that purpose.

Sec. 16-53. Hunting; weapons; shooting.

It shall be unlawful for any person to hunt, trap or pursue wildlife at any time on any beach or park; nor shall any person use, carry or possess air-rifles, spring-guns, bow and

arrows, slings or any other forms of weapons potentially inimical to wild life and dangerous to human safety, excluding firearms, or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device.

Sec. 16-54. Place for picnics; regulation authorized.

It shall be unlawful for any person to picnic or lunch on any beach or park in a place other than those designated for that purpose. Attendants shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

Sec. 16-55. Use of fireplaces and picnic areas.

The use of the individual fireplaces together with tables and benches follows generally the rule of "first come, first served."

No person shall use any portion of the picnic areas or of any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded.

Sec. 16-56. Duties when leaving picnic area.

No person shall leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

Sec. 16-57. Camping.

No person shall camp in any park in other than permanent cabins for organized camping, provided by the director and used by groups of persons under adequate supervision. No person shall set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house trailer, camp trailer, camper, camp wagon or the like.

Sec. 16-58. Games allowed only in designated areas.

No person shall take part in or abet the playing of any games involving thrown or other propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, baseball and quoits is prohibited except on the fields and courts or areas provided therefor. Roller skating shall be confined to those areas specifically designated for such pastime.

Sec. 16-59. Overnight boat docking prohibited.

It shall be unlawful for any persons to camp overnight on the grounds of Harvey E. Oyer, Jr. Park or to dock their boats on the shorelines or ramp area of said Harvey E. Oyer, Jr. Park either overnight or on a permanent docking basis.

Sec. 16-60. Establishing hours of use at Harvey E. Oyer, Jr. Park.

(a) The Harvey E. Oyer, Jr. Park shall be closed at 10:00 p.m. to all persons, except:

(1) Fishermen;

(2) Boaters actively engaged in fishing or boating or preparation thereof; and

(3) Official permit holders utilizing the boat club building.

(b) It shall be unlawful for anyone, except the enumerated persons, to enter the Park between the hours of 10:00 p.m. and dawn of the next day.

(c) The Harvey E. Oyer, Jr. Park shall not be used for storage of any kind, including but not limited to, storage of vessels, vehicles and trailers.

(d) No tether, lock or other personal property shall be permanently attached to any fixtures, trees or other objects on the Harvey E. Oyer, Jr. Park premises.

(e) Any decal holder actively engaged in fishing, boating or preparation thereof for a period of three (3) days or more shall notify the City in writing in advance. The City shall tag the trailer and/or vehicle of any such decal holder as an "Extended Stay" vehicle. Any vehicle or trailer that remains in the Park for three (3) days or more without prior permission from the City shall be removed, towed or otherwise disposed of at the owner's expense.

(f) Vehicles without a trailer may only park in areas designated for single vehicles.

Sec. 16-61. Boat launching and trailer parking user fee at the Harvey E. Oyer, Jr. Park.

(a) The purpose of this section is to establish an annual and daily boat launching and trailer parking user fee for the Harvey E. Oyer, Jr. Park, and to establish rules and regulations related to the use of the Park.

(b) The City shall charge a fifty dollar ($50.00) annual decal fee. On weekends and holidays, those who do not have an annual decal may pay a ten dollar ($10.00) daily fee. There is no daily fee for non-decal holders during the weekdays (Monday through Friday).

(c) The City shall not differentiate between residents and non-residents of the County or the State while processing decal applications.

(d) (1) Decals will be issued to an applicant on an annual basis, October 1 to September 30, upon satisfactory completion of appropriate application forms, commencing October 1, 2001. All decals shall be permanently affixed on the passenger side of the trailer (on a conspicuous part of the winch post; alternately the tongue, as close as possible to the ball). Decals placed on a trailer other than the one for which it was originally issued shall be construed to be void.

(2) In the event that the trailer to which the permanent decal was issued has been sold or otherwise changed ownership and/or in the event a properly issued decal is mutilated and can be identified, the decal will be replaced for a charge of twenty-five dollars ($25.00), provided the holder can return an identifiable portion of the mutilated decal to the city. In the event the holder of a lost or mutilated decal cannot provide an identifiable portion or part of the decal, the charge for a replacement decal will be the sum of fifty dollars ($50.00).

(e) Boats, vessels and trailers that do not have a lawfully issued decal shall be subject to a twenty-five dollar ($25.00) fine.

Sec. 16-62. Enforcement.

The City Police Department is hereby given the power and duty to enforce this article, and shall have the power to make lawful arrests for the violation of the provisions hereof. Anyone found to have violated any provision of this section shall be punished as provided for in this chapter or as otherwise provided by law.

Secs. 16-63—16-68. Reserved.

DIVISION 3. TRAFFIC AND PARKING REGULATIONS

Sec. 16-69. Compliance required.

It shall be unlawful for any person at any beach or park to fail to comply with all applicable provisions of the state motor vehicle traffic laws in regard to equipment and operation of vehicles together with such regulations as are contained in this Code.

Sec. 16-70. Authority to direct traffic; obedience required.

It shall be unlawful for any person to fail to obey all traffic officers and park or beach employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of these regulations and such supplementary regulations as may be issued subsequently by the director.

Sec. 16-71. Observance of traffic signs.

It shall be unlawful for any person on any beach or park to fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property.

Sec. 16-72. Speed limit.

It shall be unlawful for any person on any beach or park to ride or drive a vehicle at a rate of speed exceeding ten (10) miles an hour, except upon such roads as the director may designate by posted signs for speedier travel.

Sec. 16-73. Driving in prohibited areas.

It shall be unlawful for any person to drive a vehicle on any beach or park area except upon paved roads or parking areas or such areas as may be designated as temporary parking areas by the director.

Sec. 16-74. Parking to be in parking areas; obedience to regulations.

It shall be unlawful for any person to park a vehicle on any beach or park in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.

Sec. 16-75. Night parking.

It shall be unlawful for any person to leave a vehicle standing or parked at night on any beach or park without lights clearly visible for at least seventy-five (75) feet from both front and rear on any driveway or road area except in legally established parking areas.

Sec. 16-76. Notice of vehicle breakdown.

It shall be unlawful for any person to fail to immediately notify an attendant of a vehicle breakdown on any beach or park requiring assistance of a tow truck, mechanic or any person.

Sec. 16-77. Double parking.

It shall be unlawful for any person to double park any vehicle on any road or parkway on any beach or park unless directed by a park official.

Sec. 16-78. Where bicycles permitted.

It shall be unlawful for any person to ride a bicycle in any beach or park on other than a paved vehicular road or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

Sec. 16-79. Bicycles to keep to right, single file; manner of riding generally.

All persons riding bicycles in any beach or park shall ride such bicycles on the right-hand side of the road paving as close as conditions permit, and bicycles shall be kept in single file when two (2) or more are operating as a group. Bicyclists shall at all times operate their machines with reasonable regard to the safety of others, signal all turns, pass to the right of any vehicle they are overtaking and pass to the right of any vehicles they may be meeting.

Sec. 16-80. Passengers on bicycles; manner of parking or leaving.

It shall be unlawful for any person on any beach or park to ride any other person on a bicycle, or to leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available, or to leave a bicycle lying on the ground or paving, so set against trees, or in any place or position where other persons may trip over or be injured by them.

Sec. 16-81. Headlights, reflectors on bicycles.

It shall be unlawful for any person, on any beach or park to ride a bicycle on any road between thirty (30) minutes after sunset or before thirty (30) minutes before sunrise without an attached headlight plainly visible at least five hundred (500) feet in front of the bicycle, and without a red tail light or red reflector plainly visible from at least six hundred (600) feet from the rear of such bicycle.

Sec. 16-82. Rules, regulations controlling parking of vehicles at municipal beach property located within the Town of Ocean Ridge.

The city manager is hereby directed to implement subject procedures at the earliest possible date. (Said regulations are set out below.)

POLICY NO. 1. PARKING PERMITS

Parking permits will be issued on an annual basis (October 1 through September 30) each year to residents (see "Definitions") of the City of Boynton Beach, for a charge of ~~forty dollars ($40.00)~~ fifty dollars ($50) for each decal issued to a resident vehicle, upon satisfactory completion of appropriate application forms. Applicants will be required to establish proof of residency in the City of Boynton Beach (see "Definitions") and to present their official state motor vehicle tag registration certificate for each decal purchased.

Lost or mutilated parking permits. In the event that the vehicle to which the permanent decal was issued has been sold or otherwise changed ownership and/or in the event a properly issued parking decal is mutilated and can be identified, such decal will be replaced for a charge of ~~twenty dollars ($20.00)~~ fifteen dollars ($15), provided the holder can return an identifiable portion of the mutilated parking decal to the city. In the event the holder of a lost or mutilated parking permit cannot provide an identifiable portion or part of such parking decal, the charge for a replacement decal will be the sum of ~~forty dollars ($40.00)~~ fifty dollars ($50).

Qualified nonresidents: Qualified nonresidents may obtain beach decals that permit parking ~~on specified dates and times~~ annually. The cost for such permit ~~and the dates they are valid shall be~~ as set forth herein:

The permit fee for qualified nonresidents shall be ~~ninety dollars ($90.00)~~ two hundred dollars ($200.00) each., ~~and shall be valid seven (7) days a week, from May 1 to November 15.~~

Definitions.

City employees: All city employees, classified, nonclassified and retired, regardless of residency, shall be eligible to purchase one (1) parking permit. Proof of employment shall be established through the personnel department of the city. Persons who terminate (not retired) their employment with the city and who are not city residents shall be required to scrape off their stickers and return remains to the issuing office.

Resident: Anyone owning real estate and/or leasing, renting or occupying real estate or living accommodations within the City of Boynton Beach for a time period of at least six (6) consecutive months each calendar year, as well as members of their immediate family residing with them; provided, however, for purposes of this section, the term "City of Boynton Beach" shall include all property within the corporate limits of the Town of Ocean Ridge. Proof of residency shall be established by some suitable means, such as utility bill, tax bill, property deed or lease agreement.

Qualified nonresident: Anyone who is not a resident but who resides in the agricultural reserve area of unincorporated Palm Beach County bounded on the south by lateral Canal No. 30, bounded on the north by Hypoluxo Road, and bounded on the west by the Loxahatchee National Wildlife Refuge.

POLICY NO. 2. PROCEDURE FOR ISSUANCE OF PARKING PERMITS

(1) Ensure that applicants are residents as defined in Policy No. 1.

(2) Request proof of residency. Proof established in accordance with Policy No. 1.

(3) Request separate vehicle registration for each parking permit to be issued.

(4) Residents leasing automobiles should provide contract documents establishing the lease agreement or arrangement or company car assignment.

(5) Issuing authority shall complete parking permit application by listing separate permit numbers opposite the make, model and year of each vehicle.

(6) All parking permits shall be permanently affixed upon the lower, left-hand side (driver's side) of the front windshield of such vehicle. Decals placed on a vehicle other than the one for which it was originally issued shall be construed to be void.

(7) Parking permits issued to motorcycles, motor bikes, and motor scooters shall be displayed on the left front fork of such vehicle or other visible location in the area of the left front.

PARKING FEES FOR MOTOR VEHICLES

A daily parking fee is hereby established for all motor vehicles parking at the public beach, except those hereinafter excepted, in accordance with the following rates and charges.

May 1—November 15

Weekdays (Monday-Friday) $5.00

Weekends (Saturday & Sunday) and Holidays $10.00

November 16—April 30 $10.00

~~$ 5.00 $10.00~~

Exceptions:

(1) Vehicle having affixed thereto a parking permit issued in accordance with the rules and regulations of Policies 1 and 2.

(2) Official state, county and city vehicles entering the park in the performance of governmental functions.

(3) The vehicles of public utility companies, workmen, tradesmen, or salesmen when engaged in official park business.

(4) School buses transporting Florida school, college or university students in a group or body for a field trip for educational purposes. This exception shall not apply to vehicles transporting such groups to the park for recreational purposes.

Florida school groups, as mentioned in exception (4), must make prearrangements with the director of recreation and parks, or his designee, by submitting a letter from the school principal certifying that the trip is a part of the school curriculum.

Parking permits will be available to all city residents as outlined in Policies 1 and 2. Vehicles not exhibiting the permit will be required to pay the parking fee in accordance with this policy.

PARKING AREAS FOR MOTOR VEHICLES

Trucks, buses and trailers shall park in the lower level spaces of the parking area at the public beach.

PENALTY FOR NONCOMPLIANCE WITH RULES AND REGULATIONS

It shall be unlawful for any person to falsify information in the process of applying for a parking permit, for any person to sell a parking permit, for any person to transfer a parking permit to a nonresident, or for any person to fail to follow the rules and regulations pertaining to the use of the parking facilities at the public beach.

Secs. 16-83—16-92. Reserved.

ARTICLE III. BOATS AND BOATING

Sec. 16-93. Speed causing harmful wake.

It shall be unlawful to operate any boat, vessel or other watercraft upon any waterway or body of water within the corporate limits of the city at a rate of speed which causes waves to damage docks, wharves, seawalls or boats moored or tied to a dock or wharf along such waterways.

It shall be unlawful to operate any boat, vessel or other watercraft upon any waterway or body of water within the corporate limits of the city at a rate of speed which causes waves to damage docks, wharves, seawalls or boats moored or tied to a dock or wharf along such waterways.

Sec. 16-93.1. Boats, watercraft, personal watercraft; speed restriction on C-16 Canal (Pioneer Park).

(a) No person shall operate a motorboat or personal watercraft as further defined by Florida Statutes or permit a motorboat or personal watercraft to be operated in the C-16 Canal idle speed no wake zone at any speed greater than idle speed no wake. The C-16 Canal idle speed no wake zone is hereby established to be all waters two hundred (200) feet east and west of the boat launch area of the C-16 Canal (Pioneer Park).

(b) The C-16 Canal idle speed no wake zone shall be marked on the canal with uniform waterway regulatory markers in accordance with applicable state and federal laws and regulations.

(c) A violation of any provision of this section shall be punished pursuant to Section 327.73, Florida Statutes.

Sec. 16-94. Mufflers required.

It shall be unlawful to operate any watercraft with outboard motor or inboard motor not having properly muffled exhaust within the city, in such manner as to annoy or disturb the quiet, comfort or repose of any person or persons in any dwelling, hotel, motel or any other type of residence, or of any person in the vicinity.

Sec. 16-94.5. Mooring, docking, fueling or refueling of water craft prohibited.

(a) No person shall at any park or beach fuel or refuel any water craft. For purposes of this section water craft shall include but is not limited to motorized boats and jet skis.

Furthermore, as used in this section jet skis shall mean any personal water craft designed for riding enjoyment of person(s), being propelled by a jet pump with a fully enclosed impeller.

(b) Anyone found to have violated any provision of this section shall be punished as provided for in this chapter or as otherwise provided by law.

Sec. 16-95. Enforcement.

The police department of the city is hereby given the power and duty of enforcing the provisions of this article and shall have the power to make lawful arrests for the violation of the provisions hereof; and to prosecute offenders. In case a violation is not committed in the presence of a member of the police department or cannot be detected by observation of such member, he may require an affidavit of any complaining person with assurance that such complaining witness will appear to testify at the trial before making any arrest.

Section 3. Each and every other provision of the Code of Ordinances of the City of Boynton Beach not herein specifically amended shall remain in full force and effect as previously enacted.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately upon passage.

FIRST READING this 18th day of August, 2015.

SECOND, FINAL READING AND PASSAGE this 3rd day of Sept, 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor		
Vice Mayor – Joe Casello	✓	
Commissioner – David T. Merker	✓	
Commissioner – Mack McCray	✓	

Commissioner – Michael M. Fitzpatrick ✓

VOTE 4-0

ATTEST:

Janet M. Prainito

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)

7 REGULARS & 2 ALTERNATES
Staggered Three-year Terms for Regular Members
One-year Terms for Alternate Members

Established per Ordinance No. 61-2

2017
RECREATION & PARKS BOARD

MEMBER	EXPIRES	PHONE	PROFESSION
BYRD, Michael 7107 Pinehurst Dr. (33426)	12/18 Appt'd 02/04/14	722-2125 Byrdmike24@yahoo.com	Operations Supv. & Pres. of Non-Profit
OPEN	12/19		
JOHNSTON, Christina 1811 Renaissance Commons Blvd. Apt. 2109 (33426)	12/19 Appt'd 12/6/16	815-557-6266 Johnston.christina@hotmail.com	Account Mngr.
KANTER, Charles 2905 South Greenleaf Circle (33426)	12/19 Appt'd 9/7/10	369-7828 charlesekanter@gmail.com	Writer, Marine Surveyor
SCHAPIRO, Daniel 1810 Edgewater Dr. (33436)	12/17 Appt'd 8/4/15	350-9018 dmschapiro@gmail.com	Small Business Owner
OPEN	12/18		
STERN, Renee 13 B Westgate Lane (33436)	12/17 Appt'd 7/16/13	375-9490 rengen53@aol.com	Ret. Teacher

ALTERNATES:

PIERCE-ROE, Elizabeth (Betty) Chair 637 Oak St (33435)	12/17 Appt'd 4/4/06	436-8420 coupleabuckshuntclub@gmail.com	Business Mgr. Golf Course
MONDELLO, Julie 122 Lancaster Road (33426)	12/17 Appt'd 12/2/14	346-9466 juliemondello@yahoo.com	Information Security Project Manager

CITY EMPLOYEE REPRESENTATIVE: MAJORS, Wally - Recreation & Parks Director 742-6255

Updated: 01-24-17
S:\CC\WP\BOARDS\LISTS\2017 Board Lists\RECREATION & PARKS BD.doc

R&P Bd

Stanzione, Tammy

From: byrdmike24 <noreply@123contactform.com>
Sent: Sunday, December 06, 2015 9:37 AM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	12/06/2015
Name	Michael Byrd
Gender	
Phone number	561-722-2125
Address	548 nw 13th APT B Boynton Beach Florida 33435 United States
Email	byrdmike24@yahoo.com
Current occupation or, if retired, prior occupation	Financial Services & President of Non-Profit Organization
Education	Some College
Are you a registered voter?	Yes ok JP.
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Parks and Recreation
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board
Do you wish to serve on more than one board?	No
Personal Qualifications	I have managed Restaurants for 17 years with average annual volumes of 3 million.

I have been the President of a non profit sports organization for 5 years with in the city of Boynton Beach.

I have been involved in Financial Services since 2011.

Professional Memberships

Certification

I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 162.206.122.83 (United States) at 2015-12-06 09:36:38 on Chrome 46.0.2490.82
Entry ID: 135
Referrer: www.boynton-beach.org/officials/advisory_boards.php

RPBd

Ellis, Shayla

From: johnston.christina <noreply@123contactform.com>
Sent: Monday, November 14, 2016 10:09 AM
To: City Clerk
Subject: Advisory Board Appointment application
Attachments: Christina_Johnston_Resume_2016_-_2.docx

Today's date	11/14/2016
Name	Christina Johnston
Gender	Female
Phone number	815-557-6266
Address	1811 Renaissance Commons Blvd Apt 2109 Boynton Beach FL 33426 United States
Email	johnston.christina@hotmail.com
Current occupation or, if retired, prior occupation	Account Manager
Education	MBA, Marketing
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
16 NOV 14 AM 10:44

Advisory Board	Recreation & Parks Board
Personal Qualifications	
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	www.123contactform.com/upload_dld.php?fileid=0a44f99627d41083ea6e4c29fa907257
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 168.135.189.50 (United States) at 2016-11-14 10:08:39 on Internet Explorer 11.0
Entry ID: 188

CHRISTINA JOHNSTON

1811 Renaissance Commons Blvd Apt. 2109
Boynton Beach, FL 33426
815.557.6266 // Johnston.christina@hotmail.com

EDUCATION

Lynn University, Boca Raton, FL
MBA- Marketing, 2016

Lynn University, Boca Raton, FL
Bachelor of Science in Business Administration, Minor: Fashion Merchandising, 2011

BUSINESS SKILLS

- Microsoft Office applications
- Account Management
- Marketing
- Product Planning
- Sales and Negotiation
- Open To Buy Planning
- Buying
- Event Planning

LEADERSHIP & CHARITABLE ACTIVITIES

Deluxe Cares Advisory Board
Feb 2016 – Present
Deluxe Rewards, Boca Raton, FL
Plan fundraisers and events to provide assistance to Ronald McDonald House, St. Jude and United Way

Fashion Management Association
Fall 2009 – Spring 2011
Lynn University, Boca Raton, FL
Organized fundraisers, events, and charity work for members in the Fashion Management program at Lynn University.

Ronald McDonald House Children's Charity
November 1995 – Present
South Florida, Washington DC, Philadelphia, PA locations
Served meals during to families with hospitalized loved ones and promoted a warm welcoming atmosphere.

WORK EXPERIENCE

Account Manager
October 2015 – Present
Deluxe Rewards, Boca Raton, FL

- Manage all Incentive Client accounts
- Generate and deliver monthly reports
- Maintaining a strong relationship with clients
- Manage invoicing and program charges
- Improve client sites
- Work with front and back-end developers to ensure the site functions seamlessly
- Create and manage tickets for upcoming releases – test implemented features

Buyer, Men's Apparel
February 2013 – October 2016
Destination Rewards, Boca Raton, FL

- Source new brands and vendors, negotiate costs, create Purchase Orders, and responsible for overseeing all accounting discrepancies with vendors
- Maintain all customer savings requirements for categories managing over 6,000 skus
- Work Copywriters and Image Editors
- Merchandise placement on a weekly basis based on sales, inventory levels and seasons
- Collaborate on team projects, tasks and activities within and outside my team
- Attend vendor meetings, trade shows and conference calls
- Analyze Sales Data
- Audit and clearance products
- Review trend forecasting with my department associate and manage weekly meetings

Co-Producer
June 2011 – February 2013
The LUXE Group, Delray Beach, FL

- Led all marketing, P.R., branding, and event tasks.
- Shadowed the President of the company while organizing all business matters
- Recruited and managed models for events
- Created client proposals
- Supervised all set-ups and tear-downs
- Assisted in all coordination with events such as Fashion Shows, Weddings, Bar Mitzvahs and Luncheons
- Managed a team to properly execute all events

Assistant Buyer & Store Manager
February 2012 – November 2012
Roxy Lulu, Delray Beach, FL

- Lead the implementation of technology into the business
- Set up and managed all social media sites
- Assist in buying merchandise for the store
- Establish an e-commerce system for the company

RPBd

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Charles E. Kanter Gender: M Telephone # 561-369-7828

Address 2905 S. Greenleaf Circle

Boynton Beach FL Zip Code 33426

E-mail Address: _____ Other Phone: 305-731-3307

Current occupation or prior occupation: Publisher

Education BA - SUNY, Post Grad William + Mary, Westinghouse Learning Corp., US Army

Are you a registered voter?	✓ Yes	No
Do you reside within the Boynton Beach City limits?	✓ Yes	No
Do you own/manage a business within the City limits:	Yes	No
If "yes", name of business SAILCO Press		
Are you currently serving on a City board?	✓ Yes	No
Have you served on a City board in the past?	Yes	No
If so, which board(s) and when?		

CITY OF BOYNTON BEACH CITY CLERK'S OFFICE 16 NOV 28 AM 9:57

Have you ever been convicted of a crime? No

If so, when _____ Where _____

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

- _____ Arts Commission
- _____ Building Board of Adjustment & Appeals
- _____ Community Redevelopment Advisory Board
- _____ Education and Youth Advisory Board
- _____ Employees' Pension Board
- _____ Firefighters' Pension Trust Fund
- _____ Golf Course Advisory Committee
- _____ Historic Resources Preservation Board
- _____ Library Board
- _____ Planning & Development Board
- _____ Police Officers' Retirement Trust Fund
- ✓ Recreation & Parks Board
- _____ Senior Advisory Board

What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.

Please list any professional memberships:

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature:_____ Date:_____

Pyle, Judith

From: dmschapiro <noreply@123contactform.com>
Sent: Tuesday, July 14, 2015 9:52 AM
To: City Clerk
Subject: Advisory Board Appointment application
Attachments: SchapiroResume.pdf

Today's date	07/11/1973
Name	Daniel Schapiro
Gender	Male
Phone number	561-350-9018
Address	1810 Edgewater Drvie Boynton Beach Florida 33436 United States
Email	dmschapiro@gmail.com
Current occupation or, if retired, prior occupation	Small Business Owner
Education	BS, MBA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No

If "yes", name of business:

Are you currently serving on a City board?	No
Have you served on a City board in the past?	No

If "yes", which board(s) and when?

Have you ever been convicted of a crime?	No

If "yes", when and where?

Advisory Board	Recreation & Parks Board
Do you wish to serve on more than one board?	No
Personal Qualifications	I have 20 years experience with a diverse background in finance and entrepreneurship.I have experience analyzing, building, and managing young companies,and all aspects of the business.I grew up in the South Florida area and have been here all of my life.I chose to make Boynton Beach my permanent home 2 years ago and am now raising my young daughter here.I want to contribute to the growth of this city.In addition,I started a non-profit in partnership with the Boca Raton Regional Hospital Foundation.We developed a unique protein gel to combat Severe Acute Malnutrition in children.Our organization has sent over 25,000 gels to feeding centers in Northern Haiti.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	www.123contactform.com/upload_dld.php?fileid=f691630b9fc7718e2cc384584bce24d8
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 76.108.204.7 (United States) at 2015-07-14 08:51:49 on Chrome 44.0.2403.52
Entry ID: 106
Referrer: www.boynton-beach.org/officials/advisory_boards.php

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Renée J. Stern Gender: F Telephone # 375-9492

Address 13 B Westgate Lane

Boynton Beach, FL Zip Code 33436

E-mail Address: rengen53@aol.com Other Phone: 351-4867

Current occupation or prior occupation: retired teacher

Education Advanced degrees

14 NOV 13 AM 11:00
CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE

Are you a registered voter?	✓ Yes	No
Do you reside within the Boynton Beach City limits?	✓ Yes	No
Do you own/manage a business within the City limits:	Yes	✓ No
If "yes", name of business		
Are you currently serving on a City board?	✓ Yes	No
Have you served on a City board in the past?	✓ Yes	No

If so, which board(s) and when?

Education + Youth Advisory Board

Have you ever been convicted of a crime?
If so, when No Where

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

____ Arts Commission	____ Golf Course Advisory Committee
____ Building Board of Adjustment & Appeals	____ Historic Resources Preservation Board
____ Cemetery Board	____ Library Board
____ Code Compliance Board	____ Planning & Development Board
____ Community Relations Board	____ Police Officers' Retirement Trust Fund
____ Education and Youth Advisory Board	✓ Recreation & Parks Board
____ Employees' Pension Board	____ Senior Advisory Board
____ Firefighters' Pension Trust Fund	____ Veterans Advisory Commission

What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.

Experienced in recreation programs and involvement in development of a children's creative playground.

Please list any professional memberships: New York State Retired Teachers

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature: Renée J. Steiner Date: 11/11/14

RPB

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Julie Mondello Gender: F Telephone # 561 346 9466

Address 122 Lancaster Road

Boynton Beach, FL Zip Code 33426

E-mail Address: juliemondello@yahoo.com Other Phone: _____

Current occupation or prior occupation:

IT Project Manager

Education Bachelor of Science, Boston University
MBA, Capella university - Graduate 2017

Are you a registered voter?	✓ Yes	___ No
Do you reside within the Boynton Beach City limits?	✓ Yes	___ No
Do you own/manage a business within the City limits:	___ Yes	✓ No
If "yes", name of business ____		
Are you currently serving on a City board?	___ Yes	___ No
Have you served on a City board in the past?	___ Yes	___ No

If so, which board(s) and when?

Have you ever been convicted of a crime? NO

If so, when _____ Where _____

CITY OF BOYNTON BEACH CITY CLERK'S OFFICE 16 NOV 28 AM 11:27

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

- ___ Arts Commission
- ___ Building Board of Adjustment & Appeals
- ___ Community Redevelopment Advisory Board
- ___ Education and Youth Advisory Board
- ___ Employees' Pension Board
- ___ Firefighters' Pension Trust Fund
- ___ Golf Course Advisory Committee
- ___ Historic Resources Preservation Board
- ___ Library Board
- ___ Planning & Development Board
- ___ Police Officers' Retirement Trust Fund
- ✓ Recreation & Parks Board
- ___ Senior Advisory Board

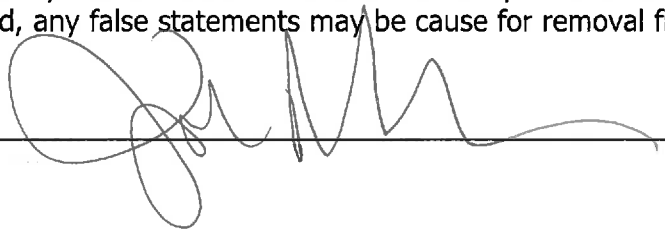
What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.

I have an 8 year old daughter who goes to many BB parks events and attends various camps including summer camp. With my project management business background and understanding of community needs I would like to serve on the board

Please list any professional memberships: Project Management Professional

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature:  Date: 11/21/16

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Elizabeth (Betty) Roe Gender: F Telephone # 561-436-8420

Address 1037 OAK ST

Boynton Beach FL Zip Code 33435

E-mail Address: CoupleaBucksHuntClub@gmail.com Other Phone: _____

Current occupation or prior occupation:
Assistant Controller at The Polo club of Boca Raton Country Club

Education BAcheler - Business Admin - Concentration Sports mgmt.

Are you a registered voter?	✓ Yes	___ No
Do you reside within the Boynton Beach City limits?	✓ Yes	___ No
Do you own/manage a business within the City limits:	___ Yes	✓ No
If "yes", name of business ___		
Are you currently serving on a City board?	✓ Yes	___ No
Have you served on a City board in the past?	✓ Yes	___ No

If so, which board(s) and when? Parks & Rec since 1998

Have you ever been convicted of a crime?
If so, when NO Where ___

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

- ___ Arts Commission
- ___ Building Board of Adjustment & Appeals
- ___ Community Redevelopment Advisory Board
- ___ Education and Youth Advisory Board
- ___ Employees' Pension Board
- ___ Firefighters' Pension Trust Fund
- ___ Golf Course Advisory Committee
- ___ Historic Resources Preservation Board
- ___ Library Board
- ___ Planning & Development Board
- ___ Police Officers' Retirement Trust Fund
- ✓ Recreation & Parks Board
- ___ Senior Advisory Board

What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.
A resident of Boynton Beach for 30 years, Served in Park & rec Board since 1988. Involved in Sports and Recreation My whole life. Degree in Sports management & Physical ED. 25 years working in Golf & Tennis Country Clubs in Palm Beach County. I would like to make a difference in the city of Boynton Beach when it comes to its Parks & recreation programs

Please list any professional memberships: HFTP - Hospitality, financial, tech Professionals FLA Realtor, Director for W S Shepards - Inlet Cove association (18 years)

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature: Elizabeth Rue Date: 11/28/16

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-013 - Authorize the Mayor to sign a Sister City Agreement with Rauma, Finland.

EXPLANATION OF REQUEST:
When there is mutual intent to become formally linked as sister cities, both top-elected officials must sign two official agreements (attached) – one for Boynton Beach and one for Rauma. After executed, the Greater Boynton Beach Sister Cities will be eligible to utilize the name "Sister Cities" and both cities will officially become part of the Sister Cities International's network of registered sister cities.

At the December 19, 2016, the City Commission heard a presentation by Jeanne Heavilin, President, Boynton Beach Sister Cities, requesting approval to initiate a new Sister Cities agreement with Rauma, Finland.

Vice Mayor McCray moved to approve. Commissioner Romelus seconded the motion. The motion unanimously passed.

Ms. Heavilin indicated she would initiate a new Sister Cities agreement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The relationship with Rauma, Finland will allow both cities, as well as the City of Boynton Beach's Sister Cities of Qufu and Les Cayes, to form connections between that are beneficial and address issues that are most relevant to the two cities.

FISCAL IMPACT: Non-budgeted
There is no fiscal impact to the budget.

ALTERNATIVES:
Do not execute the Sister City agreement with Rauma, Finland.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution authorizing the Mayor to sign a Sister City Agreement with Rauma Finland
🗋	Addendum	Sister City Agreement - Rauma, Finland (English)
🗋	Addendum	Sister City Agreement - Rauma, Finland (Finnish)

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Howard, Tim	Approved	1/30/2017 - 1:13 PM
Legal	Swanson, Lynn	Approved	1/31/2017 - 2:20 PM
Finance	Howard, Tim	Approved	1/31/2017 - 2:26 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:26 PM

RESOLUTION R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A SISTER CITY AGREEMENT WITH RAUMA, FINLAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the December 19, 2016 City Commission meeting, the City Commission heard and approved of a presentation to initiate a new Sister Cities Agreement with Rauma, Finland; and

WHEREAS, this relationship with Rauma, Finland will allow both cities, as well as the City of Boynton Beach's Sister Cities of Qufu and Les Cayes to form connections between them that are beneficial and address issues that are most relevant to the Cities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize the Mayor to sign a Sister City Agreement with Rauma, Finland, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

Sister City Agreement

Whereas, the Sister City Program, administered by Sister Cities International®, was initiated by the President of the United States of America in 1956 to encourage greater friendship and understanding between the United States and other nations through direct personal contact; and

Whereas, in order to foster those goals, the people of Boynton Beach, Florida, United States of America and Rauma, Finland, in a gesture of friendship and goodwill, agree to collaborate for the mutual benefit of their communities by exploring educational, economic and cultural opportunities.

Whereas, we agree to support and encourage opportunities for mutually beneficial practical exchanges in the fields of education, economic development, arts and culture, tourism, ecology and other areas as may be determined.

Whereas, the cities of Boynton Beach, Florida and Rauma, Finland seek to include every segment of our communities in fostering lasting friendships by encouraging travel between our cities and expanding opportunities to assist each other in our Sister City activities.

Now Therefore, Boynton Beach, Florida and Rauma, Finland do hereby proclaim themselves Sister Cities, and declare their intent to abide by these guidelines indefinitely according to Sister Cities International® policies.

This document goes into effect on the date of signature and is written in both English and Finnish. Both texts have equal power.

_____

Steven B. Grant, Mayor
Boynton Beach, Florida
February 7, 2017

_____

Kari Koski, Mayor
Rauma, Finland

_____

Sari Salo, Director of Administration
Rauma, Finland

Sisarkaupunkisopimus

Vuonna 1956 Yhdysvaltain presidentti käynnisti Sister Cities Internationalin® hallinnoiman sisarkaupunkiohjelman rohkaistakseen ystävyyttä ja yhteisymmärrystä Yhdysvaltojen ja muiden valtioiden välillä henkilökohtaisten kontaktien kautta.

Edistääkseen näitä päämääriä sekä ystävyyden ja hyväntahtoisuuden eleenä Boynton Beach Floridassa Yhdysvalloissa ja Rauman kaupunki Suomessa sopivat kumpaakin yhteisöä hyödyttävästä yhteistyöstä tutustumalla koulutuksellisiin, taloudellisiin ja kulttuurisiin mahdollisuuksiin.

Me sovimme tukevamme ja kannustavamme mahdollisuuksia jakaa tietoa, käytänteitä ja kokemuksia koulutuksen, talouden kehityksen, taiteen ja kulttuurin, turismin, ekologian ja muiden sovittavien osa-alueiden aloilla.

Boynton Beachin kaupunki Floridassa ja Rauman kaupunki Suomessa pyrkivät ottamaan mukaan koko yhteisön pysyvien ystävyyssuhteiden edistämiseksi rohkaisemalla matkailua kaupunkiemme välillä sekä laajentamalla mahdollisuuksia avustaa toisiamme sisarkaupunkitoiminnassa.

Täten Boynton Beach, Florida, ja Rauma, Suomi, julistautuvat sisarkaupungeiksi sekä ilmoittavat aikeensa noudattaa näitä ohjeistuksia Sister Cities Internationalin® käytäntöjen mukaisesti.

Tämä asiakirja astuu voimaan allekirjoituspäivänä ja asiakirja on laadittu sekä englanniksi että suomeksi. Tekstit ovat yhtä päteviä.

_____
Steven B. Grant, pormestari
Boynton Beach, Florida
February 7, 2017

_____
Kari Koski, kaupunginjohtaja
Rauma, Suomi

_____
Sari Salo, Director of hallintojohtaja
Rauma, Suomi

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-014 - Approve and authorize signing of an Agreement for Water Service outside the City limits with Gaspar Tomas & Juana Vargas Velasquez for the property at 7661 High Ridge Road, Lantana, FL 33462.

EXPLANATION OF REQUEST:
The property covered by this Agreement is located in the unincorporated Palm Beach County area outside of the City limits in our water service area, North of Miner Road.

The property historically receives water from a well and the owner now requests that we provide potable water in the future.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City is able to provide water to the property. The owner agrees to be responsible for all costs to provide service to the owner's premises. No additional construction is required by the City to serve this property.

FISCAL IMPACT: Budgeted Customers outside the City limits pay an additional 25% surcharge above the water rates charged to customers within the City.

ALTERNATIVES: Deny request to provide service. If service is denied the Consumptive Use Permit could be subject to modification. The Utility Department is granted water allocation under the South Florida Water Management District Consumptive Use Permit. The current permit has restriction #19 that states "the Permittee shall notify the District within 30 days of any change in the service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction." Although it is highly unlikely that refusal to serve one property would trigger modification or reduction of the annual allocation, this provision should be noted.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving Water Service Agreement
🗋	Agreement	wsa agreement 7661 High Ridge Road
🗋	Attachment	7661 High Ridge Rd backup

REVIEWERS:

Department	Reviewer	Action	Date
Utilities-Customer Service	Groff, Colin	Approved	1/18/2017 - 2:01 PM
Finance	Howard, Tim	Approved	1/20/2017 - 8:23 AM
Legal	Swanson, Lynn	Approved	1/26/2017 - 2:25 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:14 PM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN AN AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS AND COVENANT FOR ANNEXATION BETWEEN THE CITY OF BOYNTON BEACH AND GASPAR TOMAS AND JUANA VARGAS VELASQUEZ; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the subject property is located outside of the City limits, but within our water and sewer service area, at 7661 High Ridge Road, Lantana, FL 33462 (Parcel Control Number 08-43-45-08-01-000-0300); and

WHEREAS, the parcel covered by this agreement is a single-family home located in the unincorporated Palm Beach County portion of the City's utility service area; and

WHEREAS, the property historically receives water from a well and the owner requests that the City provide potable water in the future; and

WHEREAS, No additional construction is required by the City to serve this property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby authorizes and directs the City Manager to sign a Water Service Agreement between the City of Boynton Beach, Florida and Gaspar Tomas and Juana Vargas Velasquez, a copy of which Agreement is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

This Agreement, made on this 11th day of January, 20 17, by and between:

Gaspar Tomas & Juana Vargas Velasquez hereinafter called the "Owner(s),"

and

THE CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the "City."

WITNESSETH, the City and the Owner(s), in consideration of the privilege of receiving water service from the City Water System and the mutual covenants expressed herein, the City of Boynton Beach and the Owner(s), the heirs, successors and assigns, agree as follows:

1. Owner(s) represents and covenants that it owns the following described real property (hereinafter "Property") located outside the boundaries of the City, but in the City's water and wastewater service area:

County Property Appraiser's Property Control Number (PCN) 08-43-45-08-01-000-0300
LEGAL DESCRIPTION: Lot 30, of High Ridge Subdivision, according to the map or plat thereof as recorded in Plat Book 22, Page 6, Public Records of Palm Beach County, Florida.

1. The City agrees to provide Owner(s) with water services from the City Water System only as necessary to service the Property.

2. Owner(s) shall not use or supply water it receives from the City to service or benefit any property other than the Property described in paragraph 1 above, unless written permission is granted by the City of Boynton Beach.

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

3. The Property requires __1__ (specify number) Equivalent Residential Connection(s).

4. The Owner(s) agrees to pay all costs of engineering, material, labor, installation, and inspection of the facilities as required by the City Code to provide service to the Owner(s)'s Property.

5. The Owner(s) shall be responsible for installation and conformance with all applicable codes, rules, and regulations of all service lines upon the Owner(s)'s Property and all such lines shall first be approved by the Director of Utilities and subject to inspection by the City Engineers.

6. The City shall have the option of either requiring (a) the Owner(s) to use a licensed contractor to perform the necessary work or (b) the City may have the work performed in which case the Owner(s) will pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner(s) will also advance to the City such additional funds as may be necessary to pay the total actual costs of providing the work.

7. Any water main extension made under the Agreement shall be used only for Property of the Owner(s), unless written permission is granted by the City of Boynton Beach for other party or parties to connect pursuant to the Code of Ordinances and regulations of Boynton Beach.

8. Ownership and title to all mains, extensions, and other facilities extended from the City Water Distribution System to and including the metered service to Owner(s) shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.

9. The Owner(s) agrees to pay all charges, deposits, and rates for service and equipment in connection with water service outside the City limits applicable under City Code of Ordinances and rate schedules which are now applicable or as may be changed from time to time.

10. Owner(s) shall pay a twenty-five percent (25%) surcharge on all base facility and water use charges to the Property.

11. Any rights-of-way or easements needed by the City to provide water to the Property shall be provided by the Owner(s) and at the Owner(s)'s expense.

12. It is understood by the Owner(s), and shall be binding upon the Owner(s), his or her transferees, grantees, heirs, successors, and assigns, that all water to be furnished, supplied, and sold under this Agreement is made available from surplus. If the surplus does not exist at the time of Owner(s)'s actual request for commencement of service, as determined by the City's Director of Utilities, then this CITY, without liability, may refuse to initiate service to the subject Property.

13. The Owner(s) further agrees in consideration of the privilege of receiving water service from said City, that the execution of this Agreement is considered to be a voluntary Petition for Annexation pursuant to Section 171.044 of the Florida Statutes or any successor or amendment thereto. Furthermore, should any other general law, special act, or local law be enacted which provides for voluntary or consensual annexation, this Agreement shall also be considered a request by the Owner(s) for annexation under such other laws. The Property shall be subject to annexation at the option of the City at any time eligible under any one or more of the above-referenced laws concerning annexation. Owner(s) will inform any and all purchasers of this property of this voluntary Petition for Annexation and its applicabilities to such purchasers.

14. The Owner(s) acknowledges that this Agreement is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement is to be recorded in the Public Records of Palm Beach County, Florida, and the Owner(s) and all subsequent transferees, grantees, heirs, or assigns of Owner(s) shall be bound by this Agreement.

16. It is agreed that the City shall have no liability in the event there is a reduction, impairment, or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations, or requirements of local, regional, state, or federal agencies or other agencies having jurisdiction over such matters. Also, the City shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties, or other circumstances

17. The Owner(s) hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, its Mayor, Members of the City Commission, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, law suits and expenses including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs rising out of or resulting from the Owner(s)'s obligation under or performance pursuant to this Agreement, including disputes for breach of warranty of title.

18. No prior or present agreements or representations shall be binding on any of the parties hereto unless incorporated in this Agreement. No modifications or change in this Agreement shall be valid upon the parties unless in writing executed by the parties to be bound thereby.

19. The Owner(s) warrants to the City that the Owner(s) holds legal and beneficial title to the Property which is the subject of this Agreement.

20. In the event of a sale of the Property by Owner(s), Owner(s) agrees to provide written notice of the existence of this Agreement to the buyer of the Property prior to or in conjunction with the closing of the sale transaction.

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11 day of January, 2017. Sealed and delivered in the presence of:

TWO WITNESSES as to each Owner:

First Witness Signature

Dantaliona Miguel Aguirre
Printed Witness Name

Second Witness Signature

Hector Tomas
Printed Witness Name

First Witness Signature

Printed Witness Name

Second Witness Signature

Tony Vargas
Printed Witness Name

INDIVIDUAL(S) AS OWNER(S):

Owner Signature

GASPAR TOMAS
Printed Owner Name

Owner Signature

Juana Vargas V.
Printed Owner Name

FOR OWNER(S) NOTARIZATION:

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgments, personally appeared Gaspar Tomas Juana V. Vargas as Owner(s) named in the foregoing Agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that the individual was personally known to me or provided the following proof of identification: FP Drivers License

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of January 20 17

(Notary Seal)

ALFRIEDA F. MALONE-HOFFMAN
Notary Public - State of Florida
My Comm. Expires Nov 9, 2017
Commission # FF 972471

Notary Public Signature

Alfrieda F. Malone-Hoffman
Printed Name of Notary Public

My Commission Expires:

Commission Number:

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

CITY OF BOYNTON BEACH, FLORIDA
A Florida municipal corporation

By: _____
Lori LaVerriere, City Manager

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Attorney

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach, to take acknowledgments, personally appeared Lori LaVerriere, Interim City Manager and Janet Prainito, City Clerk, respectively, of the City named in the foregoing Agreement and that they severally acknowledged executing same and voluntarily under authority duly vested in them by said City and that the City seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20___

(Notary Seal)

_____
Notary Public Signature

_____
Printed Notary Public Name

My Commission Expires: _____

Commission No. _____

IRREVOCABLE SPECIAL POWER OF ATTORNEY
(Individuals)

STATE OF FLORIDA

COUNTY OF PALM BEACH

I/We, Gaspar Tomas & Juana Vargas Velasquez, hereinafter "Grantee", hereby make, constitute, and appoint THE CITY OF BOYNTON BEACH, FLORIDA, true and lawful attorney in fact for Grantee and in Grantee's name, place and stead, for the sole purpose of executing on behalf of Grantee the power to initiate, maintain, and complete a voluntary petition for annexation of the real property described herein into the CITY OF BOYNTON BEACH. This power shall extend to the CITY OF BOYNTON BEACH full and complete authority to act on Grantee's behalf to accomplish annexation by any available means. The real property which is the subject of this power is described as follows:

PCN No.: 00-43-45-08-01-000-0030

The powers and authority of my attorney, THE CITY OF BOYNTON BEACH, FLORIDA, shall commence and be in full force and effect on the 11 day of January, 20 17 and the powers and authority shall be irrevocable by Grantee.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SIGNATURE PAGE FOLLOWS

IRREVOCABLE SPECIAL POWER OF ATTORNEY
(Individuals)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11 day of January, in the year 2017.

Sealed and delivered in the presence of:

TWO WITNESSES as to each Owner:

First Witness Signature

Barry Hoffman
Printed Witness Name

Audra Malone
Second Witness Signature

Audra Malone
Printed Witness Name

First Witness Signature

Barry Hoffman
Printed Witness Name

Audra Malone
Second Witness Signature

Audra Malone
Printed Witness Name

INDIVIDUAL(S) AS OWNER(S):

Owner Signature

GASPAR TOMAS
Printed Owner Name

Owner Signature

Juana Vargas V.
Printed Owner Name

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me and executed the same this 11th day of January, 2017, by Gaspar Tomas and Juana V. Vargas who are known to me or who have produced the following as proof of identification Florida Driver's License.

(Notary Seal)

ALFREIDA F. MALONE-HOFFMAN
Notary Public - State of Florida
My Comm. Expires Nov 21, 2017
Commission # FF 072471

Notary Public Signature

Alfreida F. Malone-Hoffman

Printed Notary Public Name

My Commission Expires:_____

Commission No. _____

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption | E-file

Location Address	7661 HIGH RIDGE RD
Municipality	UNINCORPORATED
Parcel Control Number	00-43-45-08-01-000-0300
Subdivision	HIGH RIDGE SUB IN
Official Records Book	24266 Page 580
Sale Date	DEC-2010
Legal Description	HIGH RIDGE SUB LT 30

Owners
TOMAS GASPAR &
VELASQUEZ JUANA V

Mailing address
7661 HIGH RIDGE RD
BOYNTON BEACH FL 33426 9327

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2010	$138,000	24266 / 00580	WARRANTY DEED	TOMAS GASPAR &
SEP-2010	$155,100	24073 / 00312	CERT OF TITLE	JP MORGAN CHASE BANK NA
AUG-2010	$10	24266 / 00579	WARRANTY DEED	FEDERAL HOME LOAN MRTG CORP
NOV-1997	$100	10137 / 01033	QUIT CLAIM	
MAY-1993	$84,800	07727 / 00450	WARRANTY DEED	

No Exemption Information Available.

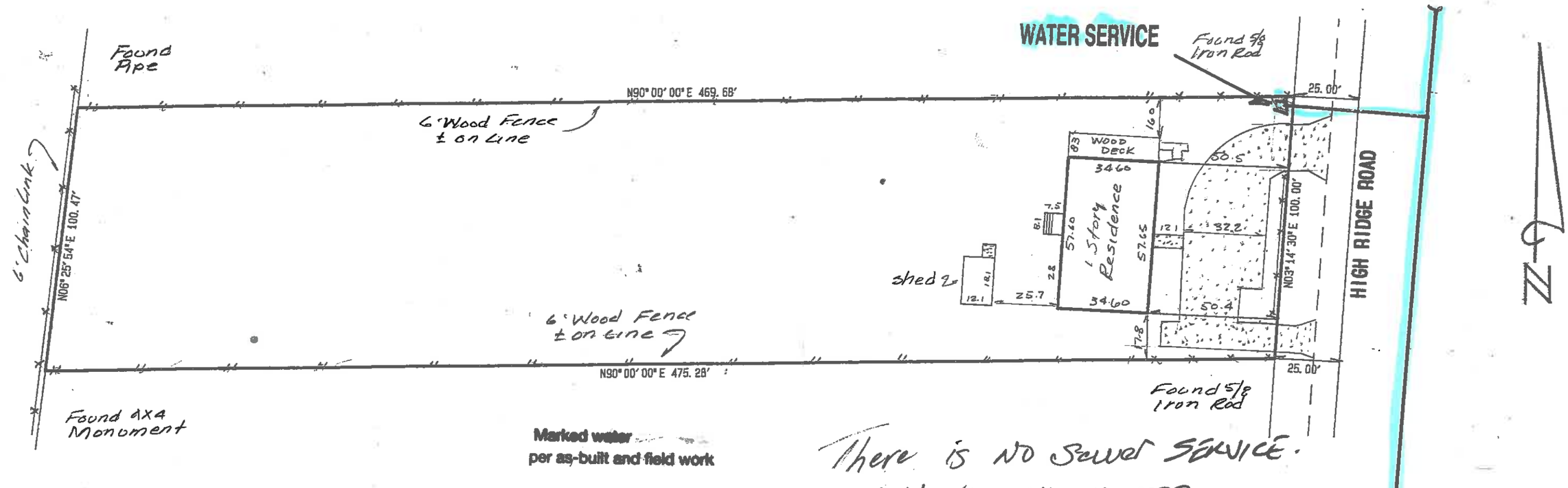
Number of Units	1	*Total Square Feet 2548	Acres 1.08
Use Code	0100 - SINGLE FAMILY	Zoning	RS - Single Family Residential (00-UNINCORPORATED)

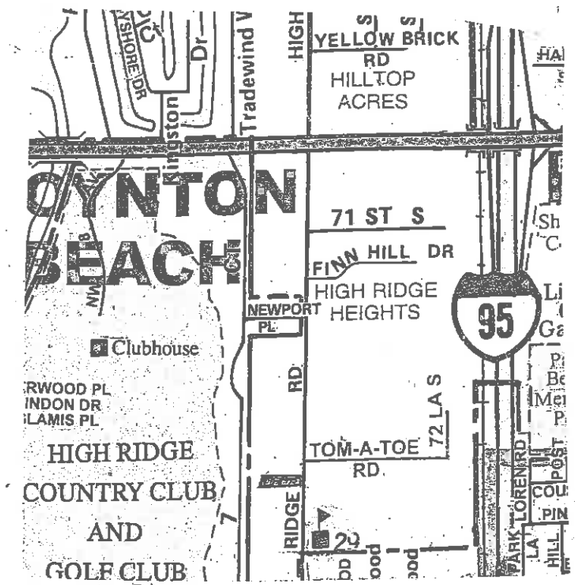
Tax Year	2016	2015	2014
Improvement Value	$124,967	$110,454	$85,081
Land Value	$128,015	$102,412	$97,535
Total Market Value	$252,982	$212,866	$182,616

All values are as of January 1st each year

Tax Year	2016	2015	2014
Assessed Value	$220,966	$200,878	$182,616
Exemption Amount	$0	$0	$0
Taxable Value	$220,966	$200,878	$182,616

Tax Year	2016	2015	2014
Ad Valorem	$4,200	$3,825	$3,433
Non Ad Valorem	$314	$312	$316
Total tax	$4,514	$4,137	$3,749





RECEIVED
JAN 05 2017
BOYNTON BEACH UTILITIES

ADDRESS;

7661 HIGH RIDGE ROAD
LAKE WORTH, FLORIDA 33426 *

FLOOD ZONE "C",
FEMA COMMUNITY PANEL
120192-0190-B
UNICORPORATED PALM BEACH, FLORIDA.
MAP DATE; OCT. 15, 1982

CERTIFICATION;

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTION OF A SURVEY OF THE PROPERTY DESCRIBED IN THE CAPTION THEREOF, MADE UNDER MY DIRECTION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

DATE 9/28/10

Joseph M Tucker
REGISTERED SURVEYOR NO. 3285

PROPERTY SHOWN HEREON HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR RIGHTS-OF-WAY, AND/OR EASEMENTS OF RECORD; ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V. DATUM UNLESS OTHERWISE NOTED; ALL PROPERTY CORNERS ARE IRON ROD WITH CAPS, UNLESS OTHERWISE NOTED; FOUNDATION OF EXISTING BUILDINGS LYING BELOW SURFACE NOT LOCATED, BEARINGS AND/OR ANGLES SHOWN HEREON ARE BASED ON RECORD PLAT OR DEED CALLS UNLESS OTHERWISE NOTED. MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING OR SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LB 2102 Joe Tucker
LAND SURVEYORS
RICHARD L. SHEPHARD and Associates
219 S.E. 23RD AVENUE
P.O. BOX 759
BOYNTON BEACH, FLORIDA 33435
Phone:
Boca (561) 391-4388
Boynton (561) 737-6546
FAX (561) 734-7546

LOT 30, HIGH RIDGE SUBDIVISION PLAT BOOK 22, PAGE 6 PALM BEACH COUNTY, FLORIDA

Scale 1"=40	By	Drawing No.
Date 9/28/10	FB ____ Pg ____	N10-09-087

(INSA) Gaspar Tamas 561-574-1168

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-015 - Amend the Utility Capital Improvement Program (CIP) FY 2016-2017 budget, which will adopt amended budgeted appropriations and revenue sources.

EXPLANATION OF REQUEST:
The Utility Capital Improvement Program FY 2016-17 Budget was adopted in September of 2016 and amended by the Commission on December 19, 2016, via resolution R16-175 amending the Water and Sewer Utility Capital Improvement Enterprise Fund from $16,822,000 to $33,799,038.

At the end of FY 15/16 there were encumbrances that were rolled into FY16/17 and with that the budget for these encumbrances also needs to be brought forward to FY16/17. This amendment brings forward the last of the previous year's budget for encumbered amounts and amends the Utility Capital Improvement Fund from $33,799,038 to $40,955,160. This budget amendment is part of the annual budget process. The budget adjustment for various Fund's where the total appropriation has change requires City Commission approval.

The City's past practice for all City funds is - Most capital projects span multiple years and continue into the following year. Under best budgeting practices and governmental accounting standards, we should re-appropriate these funds to provide the continued spending authority for these projects.

Accordingly during FY2016-17 necessary budget modifications have been made in various Capital Improvement Funds between department/divisions/purchase orders. Thus adopted appropriations for some department line items have been presented on Exhibits A. Staff is requesting approval for the budget adjustments made in FY2016-17.

The Utility General Capital Improvement Fund (403) will be amended from $22,581,939 to $24,431,931 increase the level of appropriations due to additional contract spending in FY16/17.

The Utility Capital Improvement Fund (404) will be amended from $11,217,099 to $16,523,229 increase the level of appropriations due to additional contract spending in FY16/17.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City would continue to follow good and appropriate budgeting practices.

FISCAL IMPACT: See Exhibit A for a summary of the fiscal impact.

ALTERNATIVES:
Not approving the budget amendment would cause funding issues for FY 16/17.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Reso
🗋	Addendum	FY16/17 - Utility CIP Budget Admendment - 2/7/17

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/1/2017 - 12:03 PM
Finance	Howard, Tim	Approved	2/1/2017 - 12:03 PM
Legal	Swanson, Lynn	Approved	2/2/2017 - 9:03 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:26 PM

RESOLUTION R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE ADOPTED BUDGET FOR VARIOUS FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget was approved by the City Commission on September 20, 2016, for the fiscal year 2016-2017; and

WHEREAS, the City Manager is recommending amend the amount necessary to be appropriated for fiscal year 2016-2017 for various funds (see Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the Boynton Beach, Florida, hereby amending the appropriated FY 2016-2017 budget for the Water and Sewer Utility Capital Improvement Enterprise Fund from $33,799,038 to $40,955,160. A copy of such amendment and/or adjustment is attached hereto as Exhibit "A" and the appropriations set out therein for the fiscal year beginning October 1, 2016 and ending September 30, 2017, to maintain and carry on the government of the City of Boynton Beach.

Section 3. That there is hereby appropriated revised amounts to various funds (see Exhibit A) pursuant to the terms of the budget.

Section 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional

or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 7th day of February, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH **Exhibit A**
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2016-17, Commission Meeting 2/7/17

		PROJECT NUMBER	PO #	2016/17 AMENDED BUDGET	Amendment Revenue	Amendment Expenditures	2016/17 REVISED BUDGET
UTILITY FUND CIP ACCOUNTS							
403-0000-381.04-10	UTILITY BOND 2012			2,769,978	1,505,679		4,275,657
403-0000-389-92.00	NET ASSETS APPROPRIATED			10,681,571	344,313		11,025,884
	Adopted Fund Total Revenues			**22,581,939**	**1,849,992**		**24,431,931**
403-5000-533.65-02	R&R - WATER	WTR008	170550	4,753,234		83,688	4,836,922
403-5000-533.65-02	R&R - WATER	WTR127	170550	4,836,922		118,014	4,954,936
403-5000-533.65-02	R&R - WATER	WTR151	170550	4,954,936		116,578	5,071,514
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	WTR010	170550	371,296		26,033	397,329
403-5010-533.65-02	R&R - WATER	WTR112	170550	4,850,631		1,505,679	6,356,310
	Adopted Fund Total Expenditures			**22,581,939**		**1,849,992**	**24,431,931**
404-0000-384.04-01	UTILITY BOND 2012			3,070,296	5,306,130		8,376,426
	Adopted Fund Total Revenues			**11,217,099**	**5,306,130**	**0**	**16,523,229**
404-5010-533.65-01	WATER	WTR112	170550	199,256		1,948,240	2,147,496
404-5010-533.65-01	WATER	WTR136	170550	2,147,496		3,357,890	5,505,386
	Adopted Fund Total Expenditures			**11,217,099**		**5,306,130**	**16,523,229**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Authorize the use of Layne Christensen Company of Fort Myers, FL to perform mechanical integrity testing of the Class I injection well located at the West Water Treatment Plant (West WTP) for a lump sum price of $32,959.

EXPLANATION OF REQUEST:
In accordance with City's procurement policies this purchase is based on three written quotes and with it be in excess of $25,000 requires Commission approval.

The U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) requires that all injection wells demonstrate mechanical integrity every 5 years. In Florida, Class I injection wells are required to demonstrate internal mechanical integrity by verifying that there are no leaks in the injection well casing as specified in Chapter 62-528.300(6)(a)(1), FAC. Likewise, these wells must also demonstrate external mechanical integrity by confirming that there is no upward fluid movement through channels adjacent to the injection well bore, as cited in Chapter 62-528.300(6)(a)(2), FAC.

In accordance with Permit 0178213-003-UO Specific Condition 3.j, the 5-year mechanical integrity test (MIT) for the West Water Treatment Plant Class I Injection Well IW-1 must be completed by February 22, 2017. The MIT will include the following internal and external mechanical integrity tests on the injection well:

1. Video survey
2. Pressure test
3. Temperature log
4. Radioactive Tracer Survey

Quotes for performing this service were acquired from three firms of which Layne Christensen Company were the lowest cost most responsive vendor.

Quotation Summary - West WTP Injection Well MIT

Vendor	Layne Christensen Company	All Webbs Enterprises, Inc.	Youngquist Brothers, Inc.
Video survey	YES	YES	YES
Pressure test	YES	YES	YES
Temperature log	YES	YES	YES
Radioactive Tracer Survey	YES	YES	YES
Price Proposal	$32,959.00	$36,999.00	$48,950.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This project not only ensures compliance with regulatory requirements but also preserves the integrity of the IW to ensure continued good water production and quality for home and industrial consumers.

FISCAL IMPACT: Budgeted Funds are available in account: 401-2811-536-49-17

ALTERNATIVES: None. Conducting the IW MIT is a regulatory requirement that must be complied with.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	MIT Proposal Quote - Layne Christensen
🗋	Addendum	MIT Proposal Quote - All Webbs
🗋	Addendum	MIT Proposal Quote - Youngquist Brothers
🗋	Attachment	DIW MIT Plan 2017
🗋	Addendum	DIW MIT Tech Specs 2017

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	1/27/2017 - 12:34 PM
Finance	Howard, Tim	Approved	1/30/2017 - 8:43 AM
Legal	Swanson, Lynn	Approved	1/31/2017 - 2:30 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:16 PM

January 12, 2017

Leon Liberus
Chief Operator
Boynton Beach Utilities
Boynton Bch, FL

Re: - Mechanical Integrity Testing of the Class 1 Industrial Injection Well IW-1 at the City of Boynton Beach (CITY) Membrane Softening Water Treatment Plant

Dear Mr. Liberus

Layne Christensen Company is pleased to submit the following proposal for your consideration:

Layne to furnish all labor, equipment and materials to perform the Mechanical Integrity Testing of the Class 1 Industrial Injection Well IW-1, the terms of the referenced technical specifications sent by E-Mail on 1-4-2017.

Total Lump Sum Price - $32,959.00

Layne Christensen Co. looks forward to providing the City of Boynton Beach with services and solutions that include but not limited to Water Supply, Chemical Rehabilitation of wells and Repair & Installation.

Layne Christensen Co. is an Equal Opportunity Employer and a Drug Free Workplace. Please refer to our safety website, www.laynesafety.com to review our policies and our commitment to safety.

Please feel free to contact me if you have any questions, require additional information, or if I can be of any assistance.

Darryl Ross

Darryl Ross, Project Manager
Layne Christensen Company

WATER RESOURCES

5061 Luckett Rd. Fort Myers, FL 33905 | Office: 239-275-1029 | Fax: 239-275-1025 | Cell: 850-777-7512 | layne.com

Thursday, January 12, 2017

Leon Liberus, Chief Operator
Boynton Beach Utilities
City of Boynton Beach
5469 W. Boynton Beach Blvd.
Boynton Beach, Florida 33437
o: 561-742-6953 | c: 754-367-7827 | f: 561-731-0065
liberusl@bbfl.us | www.boynton-beach.org

RE: City of Boynton Beach Quote Request – Deep Injection Well – MIT Test

Mr. Liberus,

All Webb's Enterprises, Inc. (AWE) is pleased to provide this cost proposal for the Deep Injection Well – MIT Test at the City of Boynton Beach West Water Treatment Plant (WWTP). This proposal includes all the work described in the specifications issued by CH2MHILL and includes:

Scope:

Mobilization/Demobilization
Temperature and Video Survey Logging
Casing Pressure Test
External RTS

MIT Cost Proposal:

City of Boynton Beach West Water Treatment Plant Injection Well IW-1

Item No.	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mechanical Integrity Test	1	L.S.	$ 36,999.00	$ 36,999.00
				Total	**$ 36,999.00**

Please contact me with any questions or comments.

Respectfully,

David W. Webb, Jr.
Vice President

Youngquist Brothers, Inc.
15465 Pine Ridge Road
Fort Myers, Florida 33908
Tel.: 239-489-4444 / Fax: 239-489-4545

January10, 2017

Mr. Leon Liberus, Chief Operator
Boynton Beach Utilities
City of Boynton Beach
5469 W. Boynton Beach Blvd.
Boynton Beach, FL 33437

Mr. Liberus,

Youngquist Brothers is pleased to offer the following quotation for the Mechanical Integrity Testing of the City of Boynton Beach's Injection Well # 1.

Our price includes the items covered in the specification forwarded by you via e-mail on January 5, 2017.

Our price assumes acceptable Contract Terms, Conditions and Schedule. Our price does not include official reporting to FDEP or others. Our price does include performing the specified tests and assisting the City's Engineer with information pertaining to the testing work performed.

The February 22nd completion date mentioned in the specification can be met if YBI is notified of pending award by January 20, 2016 and Contracted for the work as soon as possible prior to February 10, 2017.

The price for this service is **$ 48,950.00**

We appreciate the confidence shown by the City in soliciting YBI to submit this proposal.

We look forward to learning the results of your solicitation shortly after the January 12 submission deadline.

Sincerely,

YOUNGQUIST BROTHERS, INC.

C.W. (Bill) Musselwhite bill@youngquistbrothers.com cell: (239) 910-1191
Vice President

City of Boynton Beach Injection Well IW-1 (UIC Permit 0178213-005-UO): 5-Year Mechanical Integrity Testing (MIT)

PREPARED FOR: Joe Haberfeld, P.G./FDEP Aquifer Protection Program

COPY TO: Len Fishkin, P.G./FDEP UIC-WPB
Colin Groff/City of Boynton Beach
Michael Low/City of Boynton Beach
Bevis Pigott/City of Boynton Beach
Mark Schilling/CH2M

PREPARED BY: CH2M

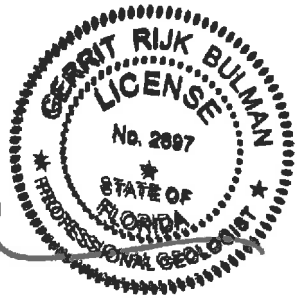
DATE: December 22, 2016

On behalf of the City of Boynton Beach, we are submitting a 5-Year MIT plan for the West Water Treatment Plant Class I Injection Well IW-1. The plan has been prepared in accordance with Florida Department of Environmental Protection Underground Injection Control (FDEP UIC) Permit 0178213-005-UO Specific Condition I.B.2. The MIT must be completed by **February 22, 2017**.

For additional information regarding this plan, please contact CH2M and the City:

Bevis Pigott
Division Manager, Water Quality & Treatment
City of Boynton Beach Utilities Department
124 E. Woolbright Road
Boynton Beach, FL 33435
Office: 561-742-6420
pigottb@ci.boynton-beach.fl.us

Gerrit Bulman
CH2M
550 W. Cypress Creek Road, Suite 400
Fort Lauderdale, FL 33309
Office 954.513.1509
Cell 954.415-2985
gbulman@ch2m.com



Background

The City of Boynton Beach (City) owns and operates a Class I municipal deep injection well system that consists of one deep injection well (IW-1), and one dual-zone monitoring well (MW-1). The final casing string of injection well IW-1 is 16 inches in diameter and is set to a depth of 2,780 feet below land surface (bls). The 11.78-inch outside diameter/10.70-inch inside diameter fiberglass-reinforced plastic (FRP) tubing is installed inside the 16-inch-diameter casing at a depth of 2,684 feet bls with an external casing packer (ECP) installed from 2,684 to 2,712 feet bls. The well has a total depth of approximately 3,312 feet bls and was constructed to dispose of the membrane softening concentrate from the City's membrane softening water treatment plant (WTP). MW-1, constructed on the same pad as IW-1, monitors two intervals: 970 to 1,084 feet bls and 1,800 to 1,855 feet bls.

The U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) requires that all injection wells demonstrate mechanical integrity every 5 years. In Florida, Class I injection wells are required to demonstrate internal mechanical integrity by verifying that there are no leaks in the injection well

casing as specified in Chapter 62-528.300(6)(a)(1), FAC. Likewise, these wells must also demonstrate external mechanical integrity by confirming that there is no upward fluid movement through channels adjacent to the injection well bore, as cited in Chapter 62-528.300(6)(a)(2), FAC.

Injection Well MIT Plan

The MIT will include the following internal and external mechanical integrity tests on the injection well:

1. Video survey
2. Pressure test
3. Temperature log
4. Radioactive Tracer Survey

Please note that the MIT plan prepared for the City will follow FDEP standards and requirements for the scheduling and completion of the MIT and the MIT final report. Requirements include the following:

- The FDEP will receive a 72-hour notice prior to the final (witnessed) pressure test.
- While the injection well is removed from service, discharge from the WTP will be routed to the City's sanitary collection system and pumped to the South Central Regional Wastewater Treatment Plant.
- A double check valve will be provided for all potable water connections during the MIT for backflow prevention.
- The pressure gauge used for the pressure test will be calibrated no more than 60 days prior to conducting the pressure test. A copy of the calibration certificate of the pressure gauge used for the pressure test will be provided as an appendix to the final MIT report. Prior to beginning the pressure test, a copy of the pressure gauge calibration certificate will be given to the FDEP personnel on site to witness the test.
- A preliminary pressure test will be conducted prior to confirming with FDEP the date and time of the pressure test.
- Monitoring well water quality data for the past 5 years (since March 20012) will be evaluated and submitted in tabular and graphical form as part of the final MIT report.
- A final MIT report, including a description of tests performed, results, and interpretation will be submitted to the FDEP following completion of testing.
- The temperature log, video survey (DVD) and pressure test data will be provided as appendices to the MIT report.

Sequence of Work

The MIT will be conducted with the following broad sequence:

- The injection well will be taken offline in coordination with the City and CH2M HILL.
- The wellhead will be modified to provide the required access for testing while containing fluids at all times. Refer to Figure 1, IW-1 Wellhead Completion Diagram. For flushing, the 6-inch blind flange on top of the wellhead will be removed and replaced with a fitting for attaching a hose. Double check valves will be installed on the hose near the wellhead and at the nearby hydrant.
- The well will be flushed with potable water from the nearby hydrant and allowed to remain static for between 12 and 24 hours.

- A standpipe and pack-off will be installed above the hose fitting to facilitate logging and to reduce leaking during under wellhead pressures of 30-40 pounds per square inch (psi).
- Temperature log.
- Video survey.
- Well will be killed with brine in order to modify the wellhead for packer installation. This will involve removing the entire wellhead including and above the 12-inch gate valve to allow packer installation and to reduce potential leak points during testing.
- Pressure testing.
- Radioactive Tracer Survey
- The wellhead will be reinstated using new gaskets and the well will be placed back into service.

Temperature Log

1) Prior to performing the temperature log and video survey, the well will be flushed with up to three tubing volumes (approximately 40,000 gallons) of potable water to ensure a clear picture for the video survey. Flushing is anticipated to require approximately 7 hours at a flow rate of 100 gallons per minute (gpm).
2) After flushing, the injection well will shut in for between 12 and 24 hours prior to conducting the temperature log.
3) The temperature log (including differential temperature) will be performed downward from land surface to the total depth of the well.

Video Survey

4) The video survey will be conducted from land surface to the total depth as visibility and/or obstructions allow using a color camera with rotating side-view function. At a minimum, the entire tubing will undergo video inspection. The video survey will be conducted at a logging rate that is consistent with a good quality video record of conditions encountered within the well. It is anticipated that a logging rate of between 15 and 20 feet per minute (fpm) will meet this requirement. Potable water injection will resume during the video survey as need. Previously, a flow rate of 50 gpm has improved the image.
5) Any features of the injection well tubing which, in the opinion of CH2M HILL, negatively affect the performance of the well will be inspected using side-view.
6) The video survey will be recorded on a DVD, a copy of which will be included in the MIT report.

Pressure Test

7) Following removal of the wellhead, an inflatable packer will be set to a depth that is no more than 25 feet above the base of the 11.78-inch FRP tubing. This plan requests that the packer **not** be installed in the final 16-inch casing below the base of the FRP tubing in order to avoid the risk of getting the packer stuck in the well. Since it would require deflating and retrieving a larger diameter packer back through the transition from the steel casing to the smaller FRP tubing, there is a high risk of getting the packer stuck in the well.
8) A calibrated pressure gauge with a minimum range of 0.0 to 200.0 psi will be installed on the temporary IW-1 wellhead. The pressure gauge will be clearly labeled with the serial number and any other pertinent information needed for comparison to the calibration certificate.

9) The well and all equipment lines will be completely filled with water before pressurizing the tubing to a minimum of 150 psi. Any air that may have been introduced into the system while filling with water will be bled off to ensure that the casing is completely filled with water.

10) The tubing pressure will be monitored for 1 hour, and FDEP will be notified of the results of the preliminary pressure test.

11) During the final FDEP witnessed pressure test, the pressure will be monitored and recorded every five minutes for 1 hour.

12) The pressure test will be considered acceptable if a pressure change of plus or minus 5 percent or less occurs during the one hour test.

13) Following a successful test, water from the tubing will be released until the pressure has decreased to 0 psi. While releasing water from tubing, the volume of water will be measured and recorded as part of the pressure test.

14) The well will be killed again using brine for density control prior to removal of the inflatable packer and reinstallation of the wellhead using new gaskets.

External RTS Mechanical Integrity Test Demonstrations

15) Notify FDEP at least 72 hours prior to initiating the External RTS MIT.

16) Prior to conducting the RTS, perform a background Geiger counter survey of the site.

17) Run a gamma radiation (GR) background log and casing collar locator (CCL) log of the well prior to loading the tool with Iodine-131.

18) Load the RTS tool with Iodine-131 tracer that has an activity of 4 millicuries (mCi).

a. Place ejector port of the RTS probe at approximately 5 feet above the base of the 16-inch casing at 2,780 feet below land surface (bls) and release 1 mCi of tracer slug (Iodine-131) under dynamic conditions at an injection velocity of 3 to 5 feet per minute (28 to 46 gallons per minute [gpm]); note time and concentration of tracer release.

b. Monitor gamma ray activity for 1 hour while the tool is held stationary and recording in the time-drive mode.

   1) In the event that the tracer is detected by the upper gamma detector at any time during time-drive monitoring, move the tool upward while logging to a point 20 feet above the previous position and resume time-drive monitoring.

   2) If upward tracer movement is detected at this point, repeat the previous step until tracer movement is no longer detected.

c. After the 1-hour monitoring period, log upward out of position to a point 200 feet above the highest point at which tracer is detected.

d. Flush the casing with a minimum of one casing volume (approximately 13,500 gallons) or less if the point of tracer eject returns to background gamma ray levels.

e. After flushing is conducted, log upward from 1 foot below the base of the 16-inch casing to at least 200 feet above the highest point at which tracer was detected.

f. Repeat steps 4.a through 4.c, releasing 1-2 mCi of tracer slug; reduce the monitoring period to 30 minutes.

g. Upon completion of the two dynamic tests, lower the tool into the open borehole to minimum depth of 2,880 feet bls (100 feet below base of casing) and eject the remaining tracer in the tool while flushing the well with a minimum of one casing volume of water. The actual ejection depth of will be determined in the field.

19) Perform a final gamma ray log from the total drilled depth of the well to land surface to confirm that the tracer has been displaced from the well casing.

20) Additional surveys may be necessary if a potential leak is identified for verification. Once testing has been completed, the well will be returned to operation.

21) Return the well to service.

CITY OF BOYNTON BEACH

INJECTION WELL IW-1

MECHANICAL INTEGRITY TESTING SPECIFICATIONS

PART 1 GENERAL REQUIREMENTS

A. The Specifications included in these Contract Documents establish the performance and quality requirements for material and equipment and the minimum standards for the quality of workmanship for the mechanical integrity testing (MIT) of the Class I Industrial Injection Well IW-1 at the City of Boynton Beach (CITY) Membrane Softening Water Treatment Plant.

B. Specific tasks not completely described in these Specifications, that are necessary or normally required as a part of the work described, or that are necessary or required to make each installation satisfactorily or legally operable, shall be performed by the CONTRACTOR as incidental work without extra cost to the CITY, as if fully described in these Specifications. The expense of such work shall be included in the applicable unit or lump sum prices for the work described.

C. The CITY has the responsibility to provide legal access to the testing site. The CONTRACTOR has the responsibility to provide physical access to the testing site.

D. Potable water is available at the project site and will be provided to the CONTRACTOR at no additional cost. The CONTRACTOR shall install a pressure reducing double check valve backflow prevention device of a design approved by the CITY. CONTRACTOR shall also provide all temporary piping required between the injection well and water source.

E. Materials shall be stored to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground. Stored materials shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the property owner. Storage of hazardous materials onsite must be approved by the State. All chemicals shall be stored and handled in a lawful manner.

F. The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all OSHA required safety provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

G. The performance of all work and all completed testing, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring,

lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

H. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the CITY and ENGINEER. In addition, the CONTRACTOR must promptly report in writing to the CITY and ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

I. If a claim is made by anyone against the CONTRACTOR or any subcontractor on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the CITY and ENGINEER, giving full details of the claim.

J. Authorized representatives of the Florida Department of Environmental Protection (FDEP) and other government officials shall at all times have safe access to the work, and the CONTRACTOR shall provide proper facilities for such access and inspection.

K. The CONTRACTOR shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing fires. The CONTRACTOR shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

L. The CONTRACTOR shall leave a night emergency telephone number or numbers with the CITY plant staff, so that contact may be made easily at all times in case of trouble or emergencies.

M. The CONTRACTOR shall at all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project site free of rubbish or excess materials of any kind at the CONTRACTOR's sole expense.

N. CONTRACTOR shall not cause nor permit an action to occur which would allow an overflow of fluids or saline waters to escape the confines of the concrete drilling pad. The CONTRACTOR shall remain solely responsible for any property damage, remediation costs, or regulatory fines which might result from such occurrence.

O. The CONTRACTOR shall, except as specifically stated in Contract Documents, provide all labor, materials, equipment, tools, and other facilities and services necessary for proper completion of all work under the Contract Documents.

P. The CONTRACTOR, in addition to furnishing the services of worker experienced in MITs, shall also furnish an adequate number of competent helpers.

Q. The CONTRACTOR shall guarantee that all work will be performed in a workmanlike manner by qualified personnel, and will conform with these Specifications.

R. The CONTRACTOR shall furnish equipment capable of performing MITs as specified in these Specifications.

S. CONTRACTOR shall cooperate in the coordination of its work that will provide the least interference with the CITY's operations and other Contractors and utility companies working the area without additional costs to the ENGINEER.

T. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the ENGINEER.

U. Work shall be performed on a schedule and in a manner that will permit any existing facilities to operate continuously except when the injection well testing is underway.

V. The CONTRACTOR shall not close any lines, open valves, or take any other action which would affect the operation of the existing system, except after approval is granted by the CITY.

W. All Contractors working on this site are subject to this requirement for coordination, and all shall abide by the ENGINEER's decision in resolving project coordination problems.

X. Prior to removing the injection well from service to allow for mechanical integrity testing, the following will be completed:

1. Preparation of procedure for removal of the injection well from service with plant personnel.

Y. Upon Notice of Award, the CONTRACTOR shall acquire any necessary permits with local and state regulatory agencies for the MIT. The ENGINEER will obtain approval from FDEP to conduct the MIT.

Z. Testing requires the injection well to be taken out of service for disposal of water from the membrane softening WTP. Work performed when the well is taken out of service shall be scheduled at least 48 hours in advance (not including weekends) with the WTP operators. Work shall be performed during periods of low flow, as determined by the CITY and the ENGINEER, and completed within the predetermined time frame before the injection well is returned to service.

AA. All testing shall be complete prior to February 22, 2017.

BB. Prior to starting the work, a meeting will be held on site with CONTRACTOR, ENGINEER and CITY personnel to develop a work schedule satisfactory to all parties. The CONTRACTOR may do certain parts of the work outside normal working hours to avoid undesirable conditions.

CC. Work shall not occur on nationally recognized Holidays.

DD. Time constraints imposed upon the schedule for MIT require that the drilling CONTRACTOR have all MIT work completed within 5 calendar days of the mobilizing to the site.

PART 2 DESCRIPTION OF WORK

Mobilization

A. Mobilize equipment to the site necessary to conduct the work described below.

B. Coordinate taking the well offline with the ENGINEER and CITY WTP plant operators. Install standpipe, valving, meters, and necessary appurtenances.

C. Flush a minimum of 40,000 gallons of potable water into IW-1. Upon completion of the flushing, the well will be shut in and remain static for a minimum of 12 hours and a maximum of 24 hours. The exact duration will be determined by the ENGINEER based on field conditions.

Temperature and Video Survey Logging

A. After the required duration for the well to remain static has been achieved, install temperature geophysical logging tool and conduct a temperature geophysical log, under static conditions. The log will be conducted with the tool moving downward from pad level to the total depth of the well. The logging rate will be at a rate that allows small deviations of temperature to be noted and in accordance with the tool manufacturer's recommendations. The results of the logging will be presented with both temperature and differential temperature curves.

B. The log shall be clearly labeled with all pertinent information regarding the well, location, depths, scales, etc. Provide ENGINEER two field copies at the time of logging, and ten report quality copies, with one digital PDF and LAS copy of the final log within 5 days of logging.

C. Remove temperature geophysical logging tool from well.

D. Upon completion of the temperature logging, conduct a color video survey using a camera with rotating side-view capabilities. The logging rate shall be determined by the Engineer but is anticipated to not exceed 15-20 feet per minute (fpm). Tubing joints and formation features will be inspected close-up, as directed by ENGINEER. During logging, it is permissible to flush the well with potable water as needed to improve picture clarity. The survey shall be recorded digitally on a DVD format.

E. Remove video camera from well.

F. One field copy and ten final DVD copies of the video survey shall be provided to ENGINEER within 5 days.

Casing Pressure Test

A. Kill the well using brine for density control prior to removal of the injection wellhead and installation of the inflatable packer.

B. Set an inflatable packer to a depth that is no more than 25 feet above the base of the FRP tubing at 2,684 feet bls.

C. Install a calibrated pressure gauge on the injection well wellhead. CONTRACTOR shall furnish a calibrated pressure gauge for the pressure test. Furnish calibration data for pressure gauge one week prior to test. The gauge supplied shall have a calibrated range from 0.0 to 200 psi in ½ psi increments with an accuracy of plus or minus 0.25 percent. The gauge shall have been calibrated and certified within 60 days prior to testing.

D. Fill the well and all equipment lines with water before pressurizing the casing to a minimum of 150 psi. Any air that may have been introduced into the system while filling with water will be bled off to ensure that the casing is completely filled with water.

E. Conduct preliminary pressure test. The CONTRACTOR's wellhead setup shall be approved by ENGINEER prior to its use. The preliminary pressure test shall be conducted with no leaks prior to scheduling the FDEP representative to witness the final pressure test.

F. If preliminary pressure test is successful, notify ENGINEER. Conduct a final 1-hour pressure test.

G. The casing pressure shall be monitored and recorded for at least 60 minutes with no greater than plus or minus 5 percent pressure gain or loss (7.50 psi). If 150 psi pressure cannot be maintained one of the following shall be done:

    1. If the pressure decrease is due to surface leak in the equipment installed by the CONTRACTOR, the CONTRACTOR shall repair the leak at his own expense and rerun the pressure test at no cost to CITY.

    2. If the CONTRACTOR demonstrates that the pressure decrease is not due to surface leaks but due to conditions in the well, no further work will be conducted until ENGINEER and CITY can determine a course of action.

H. Release water from the casing until the casing pressure has declined to static background levels. While releasing water from casing, measure and record the volume of water produced as part of the pressure test.

I. Kill the well using brine for density control prior to removal of the inflatable packer and reinstallation of the wellhead. The wellhead will be reinstalled using new gaskets and, if necessary, new bolts. If replacement of the bolts is required, they shall be of the same material as the bolts removed.

J. Coordinate with ENGINEER and CITY WTP operators to bring well back online. Remain at the site for a minimum of 30 minutes after well is back in service to monitor for any leaks on the re-installed wellhead.

External RTS

A. If necessary, install standpipe, valving, meters, pumps, and necessary appurtenances to conduct external RTS testing.

B. Prior to proceeding with the external RTS, the CONTRACTOR or subcontractor designated radiation safety officer shall perform a background Geiger counter survey of the site.

C. Perform a background gamma ray log with unloaded RTS tool from total depth of the well to land surface immediately prior to performing the internal RTS. The RTS tool shall have three gamma detectors positioned one above and two below the ejector port and a casing collar locator (CCL) device. Submit a diagram of the RTS tool, with description of the gamma ray detectors to the ENGINEER at least 3 days prior to its use. The geophysical recording equipment shall be capable of time driven recording with multiple settings for time interval adjustment. The presentation of the logs shall be such that the response remains on scale. The geophysical recording equipment shall be capable of printing log output, with background gamma log superimposed, in real time.

D. Load the RTS tool with Iodine-131 tracer that has an activity of 5 mCi.

E. Place ejector port of the RTS probe at approximately 5 feet above the base of the 16-inch casing and release 1 mCi of tracer slug (Iodine-131) under dynamic conditions at an injection velocity of three (3) to five (5) feet per minute (28-46 gpm); note time and concentration of tracer release. Confirm tracer ejection and downhole velocity by monitoring when the slug has passed the middle and lower gamma detectors.

F. Monitor gamma ray activity for 1 hour while the tool remains stationary and recording in the time-drive mode.

   a. In the event that tracer is detected in the upper gamma detector at any time during time drive monitoring, move the tool upward while logging to a point 20 feet above the previous position and resume time-drive logging.

   b. If upward tracer movement is detected, repeat the previous step until the tracer movement is no longer detected.

G. After the 1 hour monitoring period, log upward out of position to a point 200 feet above the highest point at which tracer is detected.

H. Flush the casing with a minimum of one casing volume (approximately 13,500 gallons) or less if the point of tracer eject returns to background gamma ray levels.

I. After flushing is conducted, log upward from 1 foot below the base of the 16-inch casing to at least 200 feet above the highest point at which tracer was detected.

J. Repeat steps R, S and T, with an ejection of 1-2 mCi of tracer slug a reduced monitoring period of 30 minutes.

K. Upon completion of the two dynamic tests, lower the tool into the open borehole to minimum depth of 2,880 feet bls (100 feet below base of casing) and eject the remaining tracer in the tool while flushing the well with a minimum of one casing volume of water. The actual ejection depth of will be determined in the field.

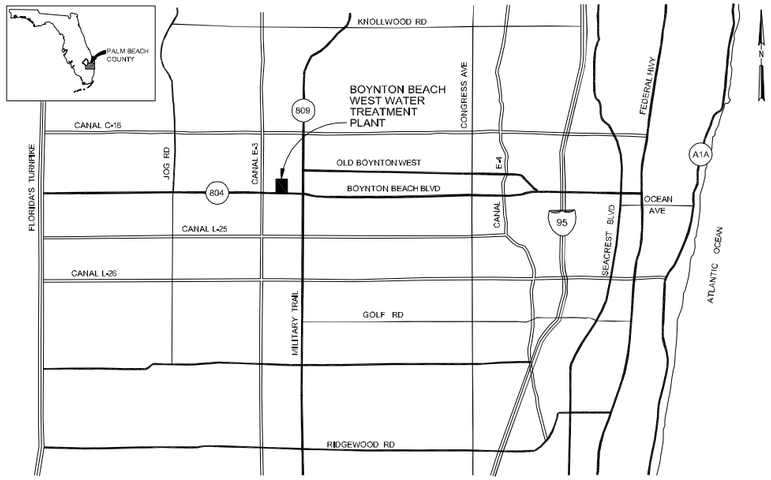
L. Perform a final gamma ray log from the total drilled depth of the well to land surface to confirm that the tracer has been displaced from the well casing.

M. Additional surveys may be necessary if a potential leak is identified for verification.

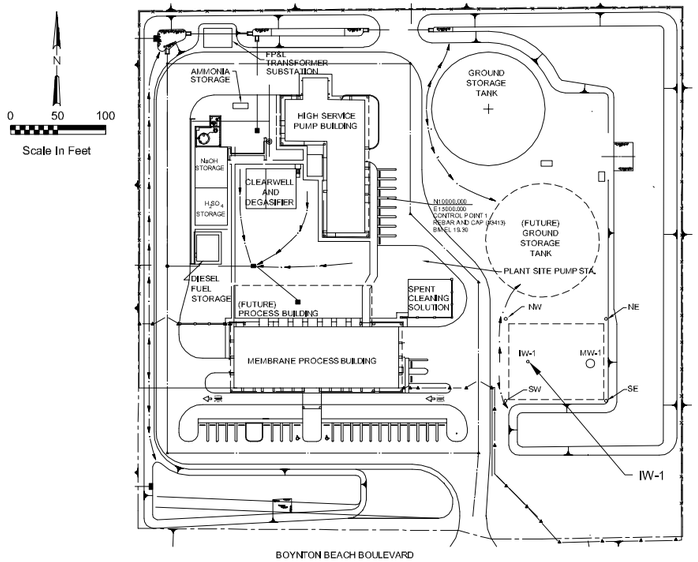
N. Reinstall any remaining wellhead piping, coordinate returning well to service with the WTP operators, demobilize equipment from well, and cleanup site.

PART 3 PAYMENT

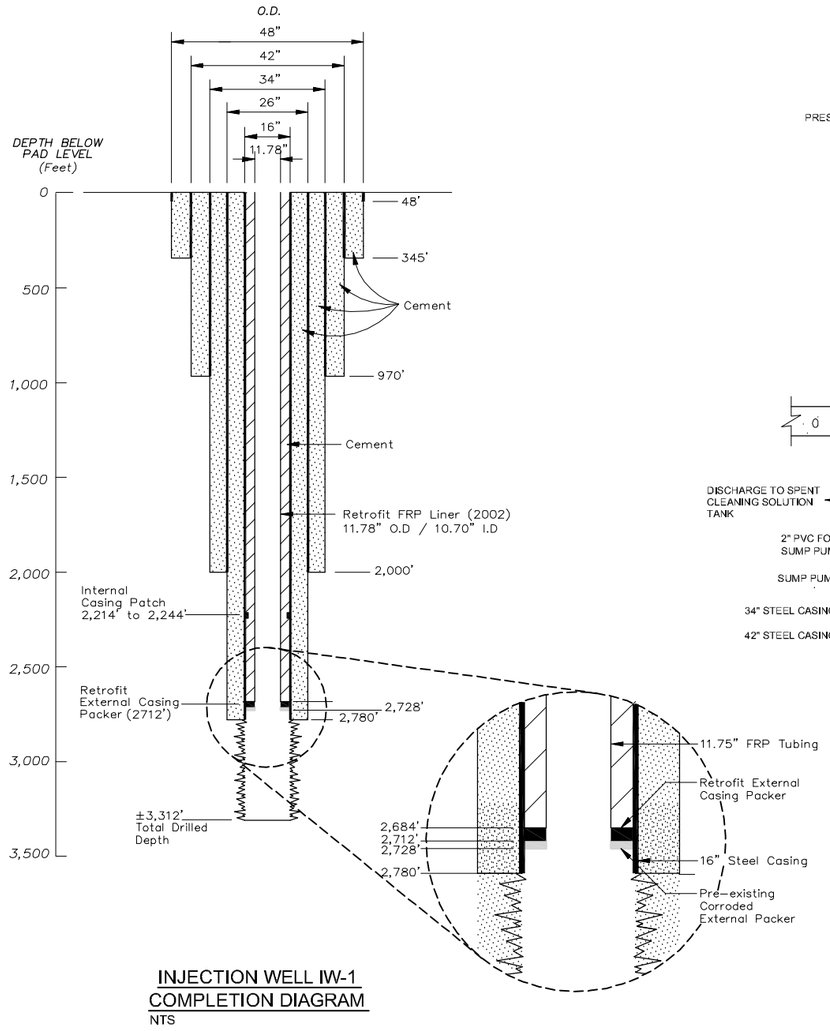
A. Payment for all Work, materials, and equipment associated with mobilization, cleanup, material and equipment associated with conducting the MIT will be at the applicable lump sum price as stated in the CONTRACTOR's quote.



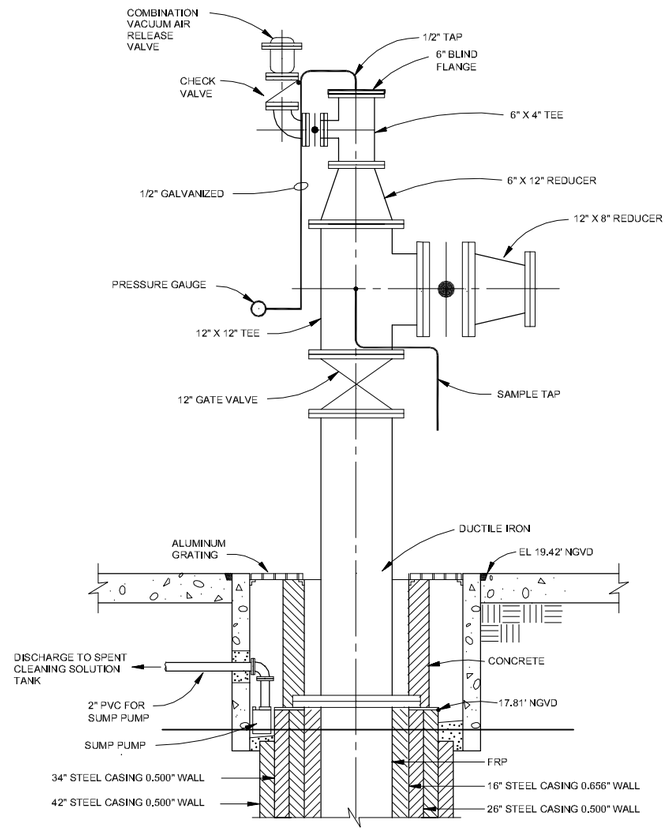
LOCATION MAP
NTS



SITE MAP



INJECTION WELL IW-1
COMPLETION DIAGRAM
NTS



IW-1 WELLHEAD
COMPLETION DIAGRAM
NTS

FIGURE 1
LOCATION MAP, SITE MAP,
WELL COMPLETION DETAIL,
WELLHEAD COMPLETION DETAIL

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve utilization of the National Joint Powers Alliance (NJPA) Contract #011014-SCA for “Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services" with Sewer Cleaning Company of America authorized distributor, Pat's Pump & Blower of Boynton Beach for the purchase and delivery of a new “Workhorse Easement Machine with accessories” in the amount of $57,488.85. The NJPA procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
CONTRACT PERIOD: March 18, 2014 - March 17, 2018

A large portion of the Utilities Department wastewater collection pipeline are located in rear lot easement. The Utility is required and as a good practice to routinely inspect and clean these underground pipelines. The requested equipment is specifically designed for this purpose. It will eliminate the need to run hoses and inspection equipment from the street through customer’s properties to reach the rear easements. It will also reduce the man hours needed to perform this operation.

In accordance with the City's Purchasing policies "Piggy back" of existing publically bid contracts for purchases are an option and purchases in excess of $25,000 require Commission approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City of Boynton Beach (City) oversees and maintains over 250 Miles of Wastewater collection Mains. A large portion of these mains are located in rear *easements.* The wastewater mains flow by gravity and must be routinely inspected and maintained to ensure proper function and prevent potential sewage backups and possible overflows. Sewage on the streets or sewage backups in homes creates unpleasant and unsanitary conditions for the City’s citizens, and regulatory infractions for the City.

FISCAL IMPACT: Budgeted Funds have been budgeted in operational account: 401-2815-536-64-02

ALTERNATIVES:
The City could issue a bid for third party services which would increase cost of staff having to prepare request for proposals. Also may risk obtaining inferior equipment and support by less trained and competent staff.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Piggy-Back	Requisition request
🗋	Piggy-Back	NJPA Pricing from Distributer
🗋	Piggy-Back	Sewer Eq Co acceptance
🗋	Piggy-Back	comments & review of 022014
🗋	Piggy-Back	Bid tabulation
🗋	Piggy-Back	COBB Membership Verification
🗋	Piggy-Back	RFP 022014

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	1/18/2017 - 1:58 PM
Finance	Howard, Tim	Approved	1/27/2017 - 11:53 AM
Legal	Swanson, Lynn	Approved	1/31/2017 - 2:23 PM
City Manager	LaVerriere, Lori	Approved	2/1/2017 - 3:41 PM

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 9-Jan-17

Requesting Department: Utilities/Wastewater **Contact Person:** Pat Franklin

Explanation for Purchase:
This machine will be used for cleaning sewer lines in the rear of properties and in easements. This will cut down on the number of employees that it would take to do the job and free them up for something else. Having this machine will also keep employees from hurting themselves.

Recommended Vendor Pat's Pump & Blower

Dollar Amount of Purchase $57,488.85

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract	X	PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: NJPA # 022014

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
401-2815-536-64-02

Approvals:

Department Head		Date	
Purchasing Agent		Date	
Asst City Manager		Date	
City Manager		Date	

Form Revised 02/01/02

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**1/9/2017**
H.T.E. REQUISITION #	**68095**
Clerk:	**H. Sagel**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE: This machine will be used for cleaning sewer lines in the rear of properties and in easements.

Capital outlay item - NJPA contract # 022014 Sewer Equipment co. of America

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: Pat's Pump and Blower	Admin.	( )	Date: 1/9/2017		ASAP	(x)
Address: 2141 W Church St	Construction	( )	Date Needed: 1/23/2017		Confirm.	( )
Orlando, FL 32805	Cust. Rel.	( )			ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Kevin fender	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	(x)
941-232-3298	Pumping	( )	Quotes/Written (over $2000)	(X)	E. WTP 41	( )
Vendor Number: 8340	PWTreat.	( )	Bid Docs.	( )	W. WTP 42	( )
	Meter Serv.	( )	Sole Source Ltr.	( )	P/U 99	( )
INITIATOR: Pat Franklin	Sewage	(x)	Insurance Requirements:	( )	Special Instructions:	
APPROVED:	Strmwtr.	( )	SNAPs/GSA/Piggy-back #: 02214		Project Number:	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	57,488.85 ea	Work Horse easement machine JAJ-600WH	401	2815	536	64	02	57,488.85

The City of Boynton Beach

Utilities Department
124 E. Woolbright Road
Boynton Beach, Florida 33435
Phone (561) 742-6400
FAX: (561 742-6298

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED: Work horse easement machine

VENDOR #1:	Pat's Pump & Blower
DATE:	1/9/2017
CONTACT PERSON:	Kevin Fender
PHONE NUMBER:	941-232-3298
QUOTE:	$57,488.85
VENDOR#2:	
DATE:	
CONTACT PERSON:	
PHONE NUMBER:	
QUOTE:	
VENDOR #3:	
DATE:	
CONTACT PERSON:	
PHONE NUMBER:	
QUOTE:	

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO PURCHASING DEPT.

CITY OF BOYNTON BEACH
CAPITAL OUTLAY REQUEST
BUDGET YEAR 2016-2017

DEPARTMENT: Utilities	FUND:
DIVISION: Wastewater Collections	DEPARTMENT NUMBER: 2815

Item/Project Name: Easement Machine

Item/Project Manager:

Account Number: Estimated Starting Time:

Program: Estimated Completion Date:

Units Requested:	Description of Item/Project: This machine is used for cleaning sewer line in the rear of property and easements.	Priority Rating:10
1		
Number of Similar Units on Hand:		

Explain need for the expenditure:

	Scheduled Replacement		Expanded Service
	Replace Worn Out Equipment		New Operation
	Resent Equipment Obsolete		Increased Safety
	Cut Personnel Time		Replacement
x	Additional		

If replacement, describe item to be replaced:	Disposition of item replaced:	
		Sale
		Trade in
		Scrap
		Other Dept. use

Justify need for this item, including use:
This will allow us to clean the lines without having to pull the vactor truck hose manually in the back yards and easements. This will also allow us to do more work with fewer employees and keep from personal getting hurt from pulling the hose.

Will requested expenditure require additional personnel?		If yes, explain:
Yes:	No: x	

Cost Breakdown:	Estimated Useful Life:10
	Estimated Cost:58,000.00
	Less Trade In:
	Net Cost:

Comparable Price Quotes: Vendor Name	Vendor Quote
(1) 3-T EQUIPMENT CO. INC	Written
(2)Environmental Products	
(3)	

PURCHASE REQUISITION NBR: 0000068095

REQUISITION BY: UTILITIES COLLECTIONS HS
STATUS: DEPT APPROVAL
REASON: THIS MACHINE IS FOR CLEANING SEWER LINES IN THE
DATE: 1/09/17

SHIP TO LOCATION: EAST UTILITY ADMIN
SUGGESTED VENDOR: 8340 PAT'S PUMP & BLOWER INC
DELIVER BY DATE: 1/23/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	JAJ-600WH WORK HORSE EASEMENT MACHINE COMMODITY: WATER SEWAGE TREATMENT EQ SUBCOMMOD: SEWER INSPECTION EQUIP	1.00	EA	57488.8500	57488.85	JAJ-600WH

REQUISITION TOTAL: 57488.85

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128155366402	MACHINERY AND EQUIPMENT GENERAL EQUIPMENT		100.00	57488.85
					57488.85

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

the rear of property and easements.
Piggy-back NJPA contract # 022014.

NJPA AWARDED CONTRACT

Contract # 032014-SCA

SEWER EQUIPMENT

1590 Dutch Road I Dixon, IL 61021
p 815.835.5566 I f 815.284.5600
www.SewerEquipment.com

December 14, 2016 PO # **Product Class:** WO#

Distributor:	Pat's Pump & Blower
End User:	City of Boyton Beach
Address:	124 E Woolbright Rd
City, State, Zip:	Boynton Beach, Florida
Phone:	941-232-3298
Contact:	Kevin Fender
Email:	kfender@patspump.com
CUSTOMER NJPA#:	

SEWER EQUIPMENT CO. of AMERICA

JAJ-600WH Work Horse Easement Machine

Power System:
- Gas powered, Hydraulically driven
- Dual Independent Extendable Tracks
- Skid Style steering
- Dual Hydraulic Tool Circuit 5 or 10gpm

Hose Reel:
- Rotating Safety Hose Reel
- 600' x 1" Sewer Hose Capacity
- Pressure Relief Valve
- Hose Reel Variable Speed Control

Features:
- 10' Leader Hose
- Hydraulic Pressure Gauge
- Water Pressure Gauge
- Hour Meter
- (1) Paper Operator Manual

NJPA PRICE $57,488.85

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

STANDARD OPTIONS:

HOSE REEL / HOSE OPTIONS:		QTY	
FOOTAGE METER (MOUNTED ON JET HOSE REEL)		1	
OUTRIGGERS (FOUR)		1	
PAINT:			
HOSE REEL - UPRIGHT: SEWER BLUE	INCLUDED		
TRANSPORT TRAILER OPTIONS:			
TRANSPORT TRAILER - 6' X 10', SINGLE AXLE, 5200# GVWR, 5' FOLD DOWN SPLIT GATE W/ ELECTRIC BRAKES		1	

SIGNATURE DATE

Please return a signed copy to bigequipment@SewerEquipment.com

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sewer Equipment Company of America Date: 2-13-14

Company Address: 1590 Dutch Road

City: Dixon State: IL Zip: 61021

Contact Person: Tom Hochmuth Title: Western Region Sales Manager

Authorized Signature (ink only): Tom Hochmuth Tom Hochmuth
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro-excavation, and/or street sweeper equipment with related accessories & supplies

Sewer Equipment Company of America

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 18th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of March, 20 14 **NJPA Contract Number # 022014-SCA**

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of March, 20 14 **NJPA Contract Number # 022014-SCA**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Sewer Equipment Company of America

Vendor Authorized signature: _____ Tom Hochmuth
(Name printed or typed)

Title: Western Region Sales Manager

Executed this 22nd day of March, 20 14 **NJPA Contract Number # 022014-SCA**

COMMENT AND REVIEW
To the
REQUEST FOR PROPOSAL (RFP) #022014
Entitled
SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT
WITH RELATED ACCESSORIES AND SUPPLIES

The following advertisement was placed in the Minneapolis, MN Star Tribune on January 9, 2013 and January 16, 2014 and Oregon's Daily Journal of Commerce on January 10, 2014, The Salt Lake Tribune on January 9, 2014 and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx and Biddingo:

> *The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 9, 2014 and continuing until February 13, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 20, 2014 at 4:30 p.m. Central Time at the above address and opened February 21, 2014 at 8:00 A.M. Central Time.*

RFPs were requested from and distributed to:

Alamo Group, Inc.
Federal Signal Corp.
Azaimi
C&B Operations
EKA
Gap Vax, Inc.
Hi-Vac Corporation
Ingram Equipment Co., LLC
Macdonald Equipment Co.
Prime Vendor Inc.
Ring-O-Matic, Inc.
SB Manufacturing, Inc.
SFG Road Maintenance
Super Products LLC
Thompson Pump & Manufacturing Co. Inc.
Wayne Sweepers
Atlantic Machinery, Inc.
Gradall Industries, Inc.
Boyer Ford Trucks
Cobra Technologies
Envirosight, LLC
Global Environmental Products, Inc.
Hol-Mac Corp./ Pac-Mac
Johnston North America
NiteHawk Sweepers
RapidView, LLC
Sanitation Products, Inc.
Sewer Equipment Company of America
Stewart-Amos Equipment Co.
Tessco
Vector Technologies, Ltd.

Bids were opened on February 21, 2014 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Bids were received from the following:

Atlantic Machinery, Inc
Envirosight, LLC
Federal Signal Corporation
Gap Vax, Inc.
Global Environmental Products, Inc.
Gradall Industries, Inc./Vacall Product Line
Hi-Vac Corporation
RapidView, LLC
Ring-O-Matic, Inc.
SB Manufacturing, Inc.
Sewer Equipment Co. of America
Stewart-Amos Equipment Co.
Super Products, LLC
Thompson Pump & Manufacturing Co., Inc.

Bids were reviewed by the Proposal Evaluation Committee consisting of:

Ginger Line, CPPB, NJPA Contract Specialist
Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer
Tracy Plinske, NJPA Contract Specialist
Keith Hanson, CPA, NJPA Accounting Manager
Maureen Knight, BBA and JD, NJPA Contracts and Compliance Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that Gap Vax, Inc. and Thompson Pump & Manufacturing Co., Inc. did not meet Level One Responsiveness. Gap Vax, Inc. had missing electronic files and Thompson Pump & Manufacturing, Inc. was deemed Out Of Scope. All other responders did met Level One Responsiveness and Level Two Responsiveness.

Hi-Vac Corporation provided an exceptionally strong overall response with very competitive pricing and demonstrated exceptional industry and marketplace success. They also manage a nationwide sales force and utilize an extensive dealer network for sales, training and service. They offer a wide array of products and equipment for use in wastewater and storm sewer maintenance, lead pickup, road spill response and hydro-excavation including Aquatech combination jet/vac cleaning equipment, O'Brien Jet cleaning equipment and a full range of X-Vac Hydro Excavation equipment.

Atlantic Machinery, Inc. provided strong overall response with very competitive pricing and demonstrated an exceptional ability to sell and service nationwide through their large sales and service network. They offer a wide variety of quality products including combo jet vacuums, basin cleaners, rodders, pumper trucks and a variety of street sweepers from VacCon, Schwarze and Cues.

Sewer Equipment Co. or America submitted a strong overall response with very competitive pricing and offered a wide variety of products and equipment including enclosed and heated jet trucks, jet trailer nozzles, rodder trucks and trailers, bucket machines and easement machines. They also exhibited a solid ability to sell and service nationwide.

RapidView, LLC provided a solid overall response with competitive pricing, a great selection of products and the ability to sell and service nationwide through established dealerships. They offered high quality sewer, water, industrial and other pipeline inspection cameras, sewer inspection software and sewer pipe rehabilitation robotics.

Gradall Industries, Inc. submitted a solid overall response with competitive pricing and strong industry and marketplace success along with the ability to sell and service nationwide through their large dealer network. Through Gradall/Vacall they offer a specialized line of vacuum trucks, combo unites, street sweepers and catch basins.

Federal Signal Corp. provided a solid overall response with competitive pricing, exception industry and marketplace success, and a demonstrated ability to sell and service nationwide through their very extensive dealer network including Elgin and Vactor dealers. They offered a full range of mechanical, vacuum and regenerative air sweeper products in various sizes and quality high pressure sewer cleaners.

Super Products, LLC had a good response with very competitive pricing and the ability to sell, service and strongly market nationwide. They offer unique, high quality equipment including sewer and catch basin cleaner, ejector, and hydro excavation products. In addition to the purchase of products, they also submitted a rent to own option.

Envirosight, LLC had a good response with competitive pricing and the ability to sell, service, and market across the U.S. through an established dealer network. They offer a variety of sewer inspection equipment including panoramic cameras and pipe cutters to inspect underground infrastructure.

022014 (Rev.8/10/15)

For these reasons the NJPA Proposal Review Committee recommends award of NJPA #011014 to

Atlantic Machinery, Inc.	022014-AMI
Envirosight, LLC	022014-EVS
Federal Signal Corporation	022014-FSC
Gradall Industries, Inc.	022014-GRD
Hi-Vac Corporation	022014-HVC
RapidView, LLC	022014-RVL
Sewer Equipment Co. of America	022014-SCA
Super-Products, LLC	022014-SPL

Ginger Line, CPPB, NJPA Contracts Specialist — Date 2-21-14

Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer — Date 2-21-14

Tracy Plinske, NJPA Contracts Specialist — Date 2-21-14

Keith Hanson, CPA, NJPA Accounting Manager — Date 2-21-14

Maureen Knight, BBA & JD, NJPA Contracts and Compliance Manager — Date 2-21-14

FORM G

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

	Possible Points	Atlantic Machinery, Inc.	Envirosight, LLC	Federal Signal Corporation	Gap Vax, Inc.	Global Environmental Products, Inc.	Gradall Industries, Inc.	Hi-Vac Corporation	RapidView, LLC	Ring-O-Matic, Inc.	SB Manufacturing, Inc.	Sewer Equipment Co. of America	Stewart -Amos Equipment Co.	Super-Products, LLC	Thompson Pump & Manufacturing Co., Inc.
Conformance to terms and conditions to include documentation	50	46.25	43.50	45.00		41.25	42.00	46.00	45.75	44.75	42.50	45.50	44.25	45.50	
Pricing	400	358.75	301.25	309.50		302.50	316.25	370.00	340.00	320.00	326.25	350.00	293.75	303.75	
Financial, Industry and Marketplace Successes	75	62.50	63.25	66.25		57.50	64.50	67.50	62.50	58.25	53.75	55.00	56.25	58.00	
Bidder's Ability to Sell and Service Contract Nationally	100	90.00	81.25	85.00		75.00	82.00	87.50	76.25	65.00	73.75	82.00	71.25	83.75	
Bidder's Marketing Plan	50	45.00	43.50	44.50		31.25	42.50	45.00	41.75	38.75	38.75	44.00	45.50	45.25	
Value Added Attributes	75	63.75	62.00	63.75		62.50	62.50	68.75	62.50	62.50	56.25	65.00	62.50	66.25	
Warranty Coverages and Information	50	43.00	43.25	43.75		43.75	43.75	45.75	41.25	41.25	41.25	43.75	45.00	43.75	
Selection and Variety of Products and Services Offered	200	177.50	153.75	166.25		156.25	171.25	172.50	165.00	156.25	128.75	178.75	155.00	169.50	
Total Points	1,000	886.75	791.75	824.00		770.00	824.75	903.00	835.00	786.75	761.25	864.00	773.50	815.75	-

3/7/2014
Ginger Line, CPPB, NJPA

3/7/2014
Tracy Plinske, NJPA

3/7/2014
Keith Hanson, CPA, NJPA

3/7/2014
Maureen Knight, BBA, JD, NJPA

3/7/2014
Gregg Meierhofer, CPPO, NJPA

Alibrandi, Julianne

From: Duff Erholtz <Duff.Erholtz@njpacoop.org>
Sent: Monday, May 04, 2015 4:04 PM
To: Alibrandi, Julianne
Subject: NJPA Member Number

Hello Julianne,

We received your application and have assigned you member # 21407. We are in the process of mailing you out a welcome packet, which will contain a membership certificate for your files.

To view all of our competitively bid contracts, follow this link - they appear in alphabetical groupings. Click on the awarded vendor logo to take you to the individual contract landing page. You, the NJPA member, interact directly with the awarded vendor to facilitate a purchase. On the left hand side of that page you will find contact information for the respondents dedicated employee, and the assigned NJPA contract manager - both are great resources to get information and pricing for the contract. The respondent (in most cases a manufacturer) is your best resource, as they work only with their products. The NJPA dedicated contract manager is available to verify pricing, answer contract specific questions, etc. The respondent is a great starting point to determine distribution of their products, find a local dealer in your area, or answer questions about their product line as it relates to the contract they were awarded by NJPA. All the contract documentation you need to build your justification file is available on the dedicated landing page - click on the pricing tab to learn more about the contract pricing structure - PRICING is only available from the two individuals listed on each page - the respondent or the NJPA contract manager, they are happy to provide it, but because our website is not password protected, you must request it.

We will be sending you a monthly Contract Award announcement, communicating our most recent contract awards. Four times a year we will also be sending you our quarterly Newsletter, which we use to pass along industry news and expanded contract award information.

Here is that promised link...http://www.njpacoop.org/national-cooperative-contract-solutions/vendor-search1/

Please let me know if you have any questions in the interim, and Welcome to NJPA!!

Sincerely,

www.njpacoop.org

NJPA
National Joint Powers Alliance®

Duff Erholtz

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

February 21, 2014
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #022014

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 9, 2014 and continuing until February 13, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 20, 2014 at 4:30 p.m. Central Time at the above address and opened February 21, 2014 at 8:00 A.M. Central Time.

RFP Timeline

January 9, 2014	***Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com***
February 6, 2014 10:00 A.M. Central Time	***Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)***
February 13, 2014	***Deadline for RFP requests and questions***
February 20, 2014 4:30 P.M. Central Time	***Deadline for Submission of Proposals***
February 21, 2014 8:00 A.M. Central Time	***Public Opening of Proposals***

Direct questions regarding this RFP to:
Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

1.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

1.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

1.4 NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

1.6.1 National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace

thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. **A national contract awarded by the NJPA Board of Directors:** The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's

intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not limited to:**

1.21.1.1 N/A

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1 Equipment/Products Only Solution: Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and

properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

1.33 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.33.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

1.36 New Current Model Product/Equipment: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

1.40 Proposer's Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

G. SOLUTIONS BASED SOLICITATION

1.41 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

I. PRE-PROPOSAL CONFERENCE

1.43 Potential Proposers inquiring before the optional "Pre-Proposal Conference" will be invited via the e-mail address used to make their inquiry. The purpose of the pre-proposal conference is to allow Potential Proposers to ask questions and hear answers from their own questions and the questions of other Potential Proposers.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP.

B. CONTRACT

2.6 "Contract" as used herein shall mean this RFP, pricing, and fully executed forms P, C, D and E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **"SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal

that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"**,** and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA

Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. CERTIFICATE OF INSURANCE

3.29 Vendors shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified**.**

3.31 The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

Each Occurrence	$1,500,000

3.32 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

3.33 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

3.34 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's

Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

4.8 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

4.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. "The published List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

4.12 Individualized percentage discounts can be applied to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as

defined herein. See Section F

4.15 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published "MSRP" with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a "Hot List Selection" of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the "Hot List" at any time.

4.18 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations,

competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

4.25 Additional Quantities:

4.25.1 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order.

4.25.2 Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.26 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog." These items are known as Sourced Product/Equipment or Open Market Items.

4.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

4.27.1 Identify all such equipment, products and services as "Sources Product/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.27.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.27.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

G. COST PLUS A PERCENTAGE OF COST

4.28 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.29 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.30 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond

Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.31 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.32 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.33 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.34 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.35 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.36 Requests must be in the form of 1) an NJPA Vendor Price and Product Change Request Form which includes a request to add the product/equipment line, a general statement identifying how the products to be added are within the scope of the original RFP, and making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing. Further, provide detail as to what is being added at what price in the request form. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.37 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.38 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

4.39 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically

acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.40 Price Change Request Format: An awarded Proposer will use the format of a NJPA Vendor Price and Product Change Request Form to request price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.41 All price and product change requests must be submitted using the **NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM** found at the very end of this solicitation. NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.41.1 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing."

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.42 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.43 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.44 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.45 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

M. PAYMENT TERMS

4.46 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.47 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

4.48 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See "The Total Cost of Acquisition" for the equipment/products and related services.

4.50 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.51 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.52 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.53 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may

be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.55 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.56 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.57 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.58 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

4.59 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

4.60 Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

4.61 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.62 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).

- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does you sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a

general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshows and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is

applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** will be received by Maureen Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP**. We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the evaluation criteria indicated in section 7.14 below. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received your response may be disqualified as non-responsive. Level One Responsiveness includes:

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer.
4. The proposal response contains original signed, completed and dated RFP forms C, D, and F hard copy signed signature page only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP.
5. The proposal response contains an electronic copy (CD or flash drive) of the entire response.

7.13 "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

7.14 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

7.14.1 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the

scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.15 Evaluation Criteria: Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's financial strength and stability is requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase

Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

8.4 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

8.5 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

C. REPORTING OF SALE ACTIVITY

8.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract.

NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.9 Hub Partner: Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

8.11 Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.16 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) Once each in Oregon's Daily Journal of Commerce; and Utah's Salt Lake Tribune, and the Desert News 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

9.7 Applicable Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and

to abide by them.

9.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.10 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- make the request within thirty days of award/non-award, and include the appropriate statutory justification. The NJPA Legal Department shall review the statement to determine whether the

information shall be withheld. If the NJPA determines to disclose the information, the Contracts department of the NJPA shall inform the Proposer, in writing, of such determination

- defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional nonpublic information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

0. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

9.32 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

9.33 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

U. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

V. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN ON NEXT PAGE]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____, E-Mail address: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES",** industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions. What sub category title/s

would best describe your products, services and supplies?

Industry-Marketplace Successes

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
17) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

Proposer's ability to sell and service nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success**.**
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts Held

36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
39) What is the annual combined dollar sales volume for each of these contracts?
40) Identify any GSA Contracts held or utilized by the Proposer.
41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? ____ Yes ____ No Explain and demonstrate your commitment and/or restrictions.
43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added Attributes

44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
45) Is this training standard as a part of a purchase or optional?
46) Describe current technological advances your proposed equipment/products and related services offer.
47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name:_____Title:_____

Email: _____Phone:_____

Your Primary Contact person regarding your proposal:

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information:

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception		

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA _____ _____

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number # 022014**

NJPA Authorized signature: _____ _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 022014**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 022014**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals

and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §325C.01, subd. 5 and §13.03, subd. 1, only specific parts of the proposal may be labeled a "trade secret". All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal. Should Vendors not comply with the labeling and packing requirements, proposals will be released as submitted.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G.

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"**

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Reviewed by: _____ Its_____

_____ Its_____

Form P

PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Products and Related Services and Pricing

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Product/Equipment and Related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Provide your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered):**

_____a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

20) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry or Sector Specific Questions

24) NA

Signature: _____Date: _____

11. PRE-SUBMISSION CHECKLIST

Pre-submission Checklist

- ❑ Have you read, and do you understand the intent this RFP?
- ❑ Have you attended the Pre-Proposal Conference for this RFP?
- ❑ Have you completed the questionnaires (Forms A & P) to the best of your ability?
- ❑ Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- ❑ Have you packaged your Proposal submission identifying conspicuously "Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX"?
- ❑ Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- ❑ Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- ❑ Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- ❑ If any addendum/s to RFP were issued, have you submitted a signed copy of such addendum/s?
- ❑ Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

Contents of your Proposal response:

- ❑ **Hard copy original signed, completed, and dated forms C, D, F, and hard copy signed signature page only from forms A and P.**
- ❑ **Electronic submission of proposal forms A, B, C, D, E, & P (CD or flash drive).**
- ❑ **Certificate of Insurance (demonstration of insurability)**

FORM TITLES

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warranty

NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

☐ Adding Products/Services

☐ Deleting/Discontinuing Products/services

☐ Price Increase

NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

NJPA CONTRACT NUMBER: _____

☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding product/s, provide a general statement how these are in the scope.

If changing prices and/or products, provide a general statement that the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
NJPA Executive Director Signature Date

ADDENDUM ONE (1)
To that certain
NJPA RFP #022014
Issued by
National Joint Powers Alliance®
For the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

Consider the following to be part of the above titled RFP:

1) **Questions submitted by Potential Responders at the Pre-Proposal Conference on February 6, 2014 are listed in black font and NJPA Answers are listed in blue:**

Q: What percentage of your client base are public works departments versus school systems.
A: Approximately 30% of NJPA's membership is in Government and about 40% of membership is in Education.

Q: How many contracts do you expect to award in this category?
A: Per section 1.13 of the RFP, NJPA's intent is to award a contract to a single exclusive vendor but reserves the right to award to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of the NJPA member agencies.

Q: Clarify the normal purchase order and payment flow for a manufacturer that utilizes distributors. manufacturer accepts order from distributor, and manufacturer pays admin fee to NJPA quarterly?
A: When a vendor is awarded an NJPA contract all authorized distributors/dealers are able to sell through the contract. The PO would be accepted at the distributor/dealer level and the administrator/manufacturer would be responsible to submit a cumulative sales report to NJPA on a quarterly basis with admin fee payment.

Q: How and where in your point scale will you recognize a successful previous NJPA awarded vendor?
A: Form A questions address this and could be reflected in a number of different criteria including but not limited to: Industry & Marketplace Success and Ability to Sell and Service Nationwide.

ACKNOWLEDGMENT OF ADDENDUM ONE (1) TO RFP DISTRIBUTED VIA EMAIL ON FEBRUARY 6, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve Change Order No. 6 to Purchase Order #130850 to Rohl Networks, LP in the amount of $60,000.00 for the Fiber Optic Cabling project, Bid No. 017-2821-12/DJL, increasing the purchase order from $307,926.56 to $367,926.56.

EXPLANATION OF REQUEST:
On April 16, 2013, the City Commission approved a contract with Rohl Networks, LP to install underground fiber optic cabling along the route of the Raw Water Main Sections A, B, and C to provide a secure data and communication link between the East and West Water Treatment Plants.

Rohl Networks, LP installed the fiber optic cable for Section A. The fiber for Sections B and C will be installed as a single pull to avoid splicing the cable. The fiber optic cable installation was not included in the bids for the pipeline construction in order to contract directly with a firm that specializes in the telecommunications industry and fiber optic work.

The project summary is as follows:
- Original Contract Date: June 6, 2013
- Original Contract Amount: $68,795.00
- Original Alternate Bid Amount: $101,191.00
- Original Approved Contingency: $16,998.00
- Change Order No. 1: $8,772.79 for clearing the conduit, additional maintenance of traffic (MOT), light tower, concrete vault and mule tape for Section A.
- Change Order No. 2: ($510.00) credit for unused under-run for NPDES compliance that was not required for the project.
- Change Order No. 3: $101,191.00 for the Alternate Bid amount for Sections B and C.
- Change Order No. 4: $98,064.77 for additional fiber optic cabling, directional drilling, vaults, and electrical work for Sections B and C.
- Change Order No. 5: $31,613.00 for removal of damaged fiber, removal and replacement of a concrete vault, replacement of a splice case and re-testing the fiber at the West Plant, installation of muletape in Section B, and contingency for repairs or clearing obstructions.

Change Order No. 6 is required to complete an additional scope of services to install the fiber optic cable by the air jetting method due to the length between vaults, undulations, and short radius 90 degree bends in the conduit in Section B. These are deficiencies in the installation by the prior general contractor, and the City will be seeking reimbursement. Change Order No. 6 also includes a credit of $15,000.00 for unused funding previously approved under Change Order No. 5.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? When completed, the fiber optic will provide a secure data and communication link between the East and West Water Treatment Plants for controlling utility operations. Since the fiber is installed underground, it will be less susceptible to the impacts of storms and severe weather so communication will be maintained at all times between the Plants.

FISCAL IMPACT: Budgeted Funding is available in the Utilities CIP account.

ALTERNATIVES: Not approve the Change Order at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Change Order No. 6

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	1/18/2017 - 1:59 PM
Finance	Howard, Tim	Approved	1/24/2017 - 3:46 PM
Legal	Swanson, Lynn	Approved	1/25/2017 - 3:49 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:12 PM

Change Order

Project :	Fiber Optic Cabling – Raw Water Main Sections A, B & C	Change Order No.:	6
To :	Rohl Networks, LP	Purchase Order No. :	130850
	2875 Jupiter Park Drive, Suite 900		
	Jupiter, FL 33458	Contract Date:	6/6/13
Project Manager:	Christopher Roschek		

Reason for Change Order:

Item	Description of Work	Quantity	Units	Additional Days	Unit Price	Amount
1	Additional cost for installation of fiber optic cable by the air jetting method due to the length between vaults, undulations, and short radius 90 degree bends.	N/A	N/A	0	N/A	$75,000.00
2	Credit for unused funding previously approved under Change Order No. 5					($15,000.00)

The cost of this work is:	$60,000.00
The Contract Time will be increased by approximately (# of days) 2/28/17:	0 calendar days

Original Contract Amount and Alternate Bid Amount:	$ 169,986.00
Commission Approved Contingency:	$ 16,998.00
Total Contingency Used to Date (including this Change Order):	$ 16,998.00
Contingency Remaining:	$0.00
Prior Approved Additional Funding for Change Orders No. 1 – 5:	$120,942.56
Purchase Order amount prior to this Change Order:	$307,926.56
New Purchase Order amount with Change Order No. 6:	$367,926.56

Change Orders over $5,000 are NOT authorized until reviewed and approved by the City Manager.

City of Boynton Beach	City of Boynton Beach	City of Boynton Beach
Colin Groff **Assistant City Manager-Public Services**	**Tim Howard** **Assistant City Manager-Administrative Services**	**Lori LaVerriere** **City Manager**
Signature	Signature	Signature
Date:	Date:	Date:

Change Order No. 6 for Boynton Beach Fiber Project

Fiber Optic Cabling (Section B & C)

Increase Line Item 1.01 (see attached) from $4.28 per foot to $7.28 (increase of $3.00 per foot) to now place the fiber optic cable by the Air Jetting method due to the length between vaults, undulations and short radius 90's. Total for this Change Order will be for $3.00 per foot increase for approx 25,000 of fiber cable to be placed.	$	75,000.00
Credit for unused funding previously approved under Change Order No. 5	$	(15,000.00)
Total for Change Order No. 6	**$**	**60,000.00**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the three (3) month period ended December 31, 2016.

EXPLANATION OF REQUEST:
This report summarizes the estimated funding sources and the adopted expenditure budgets for the City's General Fund and Utility Fund for the three (3) month period ended December 31, 2016 (25% of the fiscal year). The analysis compares:

- Actual results for the current period to the annual budget
- Actual results for the same period of the prior year annual budget

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The annual budget is what provides and controls the resources for City programs and services.

FISCAL IMPACT:
The annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND

	FY 2016-17			FY 2015-16			FY 2017 vs. 2016	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 79,401	$ 41,548	52%	$ 76,518	$ 38,552	50%	3.8%	7.8%
Expenditures	$(79,401)	$(30,287)	38%	$(76,518)	$(29,834)	39%	3.8%	1.5%
Excess (Deficit)	$ -	$ 11,261		$-	$ 8,718			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a $11.2M surplus for the period ending December 31, 2016.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of $64.6M or 81% of our total $79.4M General Fund budget estimate for FY 2016-17. Transfers from other funds (non-revenues) provide $14.8M or 19% of the total funding sources to balance our $79.4M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:
1. 40% - $ 31.6M – Property taxes less Tax Increment Financing to the CRA
2. 41% - $ 33.0M – All other revenues plus General Fund Balance
3. 19% - $ 14.8M – Transfers from other funds

100% - $ 79.4M – Total funding sources

The property tax rate for FY 2016-17 is 7.9000 mills, no change from the prior year; the net property taxes of $31.6M in FY 2016-17 represent an 7.48% increase in property tax revenue or an increase of $2.2M from FY 2015-16.

To balance the budget in FY 2016-17, it required transfers from other funds of $14.8M representing 19% of all funding sources.

Actual Funding Sources Realized: At the end of the third month in FY 2016-17, revenues and transfers realized are approximately $41.5M of the budget estimate compared to $38.5M realized to date in FY 2015-16.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was $25.3M as compared to $22.6M for FY 2015-16, as noted on Exhibit A.

Other Revenues: The five major revenue sources (other than property taxes):
1. **Franchise Fees** realized was $1.29M or 25% actually collected compared to a similar amount of $1.32M or 27% in FY 2015-16.

2. **Business Taxes** are due at the beginning of the fiscal year. For FY 2016-17, approximately $1.44M or 87% have been collected compared to the FY 2015-16 amount of $1.4M or 91%.

3. **State Shared revenues** of $1.9M or 22% have been collected in FY2016-15 as compared to $1.3M or 15% received in FY 2015-16.

4. **Public Safety revenues** at this point collected are $1.4M or 29% received compared to $1.5M or 32% for FY 2015-16.

5. **Special Assessment revenues,** related to Fire and Rescue, in the amount of $4.6M or 84% have been collected compared to $4.5M or 82% in FY 2015-16.

Transfers from Other Funds: Current practice is to transfer 1/12 of the budgeted transfers from other funds each month. This will result in 100% realization of this funding source for the year. Note: if a surplus will be realized in FY2016-17 the Fund Balance transfer amounts will not be required.

Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 3.8% from $76.5M to $79.4M. The budget increase was due to the cost of doing business, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the third month period ending December 31 (25% of the fiscal year) are $30.3M which is 38% of the $79.4M expenditure appropriation for FY 2016-17. Note: the City's annual pension obligations for General Employees, Fire, and Police are paid in the first month of the fiscal year.

The table at the top of Exhibit B displays actual expenditures of $30.3M or 38% of the FY 2016-17 budget. At this point in the fiscal year, FY2016-17 spending levels are $.45M ahead of the $29.8M or 39% expended in FY 2015-16 for this same period.

UTILITY FUND

The FY 2016-17 annual expenditure budget of $42.24M represents a $27K increase from the FY 2015-16 budget of $42.21M. The operational forecast reflects an estimated increase of $1.2M of the fund balance for FY 2016-17.

	FY 2016-17			FY 2015-16			FY 2017 vs. 2016	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 42,245	$ 11,000	26%	$ 42,218	$ 10,957	26%	0.1%	0.4%
Expenditures	$(42,245)	$(11,553)	27%	$(42,218)	$(11,745)	28%	0.1%	-1.6%
Excess (Deficit)	$ -	$ (553)		$ -	$ (788)			

For the three month period in FY 2016-17,

- Revenues realized are $11M (26%) of the annual budget estimate.
- Expenditures incurred are $11.5M (27%) of the annual appropriated budget.

This resulted in expenditures in excess of revenues which yielded a loss of approximately $553K.

The following provides brief comments on the Utility Fund revenues and expenditures to date.

Revenues (Exhibit C) - The $11M in FY 2016-17 actual revenues and fund balance reflect an increase compared to the $10.9M in FY 2015-16, because of the following factors:

- Water Sales - $5.4M equivalent to 27% of the annual estimate, compared to $5.1M or 26% at this point in FY 2015-16.
- Water Service Charge - $271K equivalent to 36% of the annual estimate, compared to $210K or 28% at this point in FY 2015-16.
- Sewer Service - $4.65M equivalent to 25% of the annual estimate, compared to $4.58M or 26% at this point in FY 2015-16.

Expenditures (Exhibit D) – Utility Fund FY 2016-17 expenditures to date are $11.55M or 27% of the annual appropriation compared to expenditures of $11.74M or 28% for the prior fiscal year (which excludes depreciation and the joint ventures expenditures).

ALTERNATIVES: Do not accept the report.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	FY16/17 - Gen Fd Fin Report thru Dec - Rev
Addendum	FY16/17 - Gen Fd Fin Report thru Dec - Exp
Addendum	FY16/17 - Utility Fd Fin Report thru Dec - Rev
Addendum	FY16/17 - Utility Fd Fin Report thru Dec - Exp

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/2/2017 - 9:04 AM
Finance	Howard, Tim	Approved	2/2/2017 - 9:04 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:22 PM

EXHIBIT A

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended December 31, 2016 (25% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE REVENUE REALIZED	FY 2016-17 TO DATE % REALIZED	FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE REVENUE REALIZED	FY 2015-16 TO DATE % REALIZED
AD VALOREM TAXES, net	$ 38,322,309	$ 31,997,713	83%	$ 35,437,711	28,637,410	81%
LESS TIF TAXES TO CRA	(6,682,137)	(6,682,137)	100%	(5,985,241)	(5,985,241)	100%
NET TAXES TO THE CITY	31,640,172	25,315,576	80%	29,452,470	22,652,169	77%
LICENSES AND PERMITS						
BUSINESS TAXES	1,656,000	1,448,189	87%	1,545,000	1,404,724	91%
BUILDING PERMITS	2,417,000	575,356	24%	2,154,000	587,066	27%
FRANCHISE FEES	5,065,000	1,291,261	25%	4,830,000	1,318,741	27%
OTHR LICENSES, FEES & PER	218,000	140,241	64%	180,000	148,653	83%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	85,000	1,884	2%	130,000	8,654	7%
STATE SHARED REVENUES	8,674,000	1,940,592	22%	8,239,000	1,266,796	15%
SHRD REV FROM OTHR LCL	310,000	29,398	9%	395,000	56,769	14%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	121,300	130,350	107%	121,300	115,727	95%
CHRGS-GENERAL GOVT	459,500	103,055	22%	459,000	148,421	32%
PUBLIC SAFETY	5,133,816	1,467,267	29%	4,870,949	1,558,687	32%
PHYSICAL ENVIRONMENT	20,000	(4,102)	-21%	20,000	5,950	30%
CULTURE/RECREATION	415,500	110,772	27%	410,500	119,921	29%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	4,090	14%	30,000	3,935	13%
VIOLATIONS LOCAL ORD.	720,000	181,593	25%	595,000	215,748	36%
INTEREST EARNINGS	50,000	9,046	18%	50,000	580	1%
RENTS AND ROYALTIES	368,800	87,587	24%	367,200	111,105	30%
SPECIAL ASSESSMENTS	5,541,500	4,656,393	84%	5,541,500	4,533,718	82%
SALE OF SURPLUS MATERIAL	2,000	343	17%	2,000	520	26%
OTHER MISC. REVENUE	625,000	97,073	16%	233,000	70,533	30%
INTERNAL FUND TRANSFERS						
TRANSFERS	14,842,000	3,710,500	25%	16,442,000	4,110,500	25%
FUND BALANCE APPROPRIATED	1,006,726	251,682	25%	450,645	112,661	25%
Total Revenues	$ 79,401,314	$ 41,548,146	52%	$ 76,518,564	38,551,578	50%

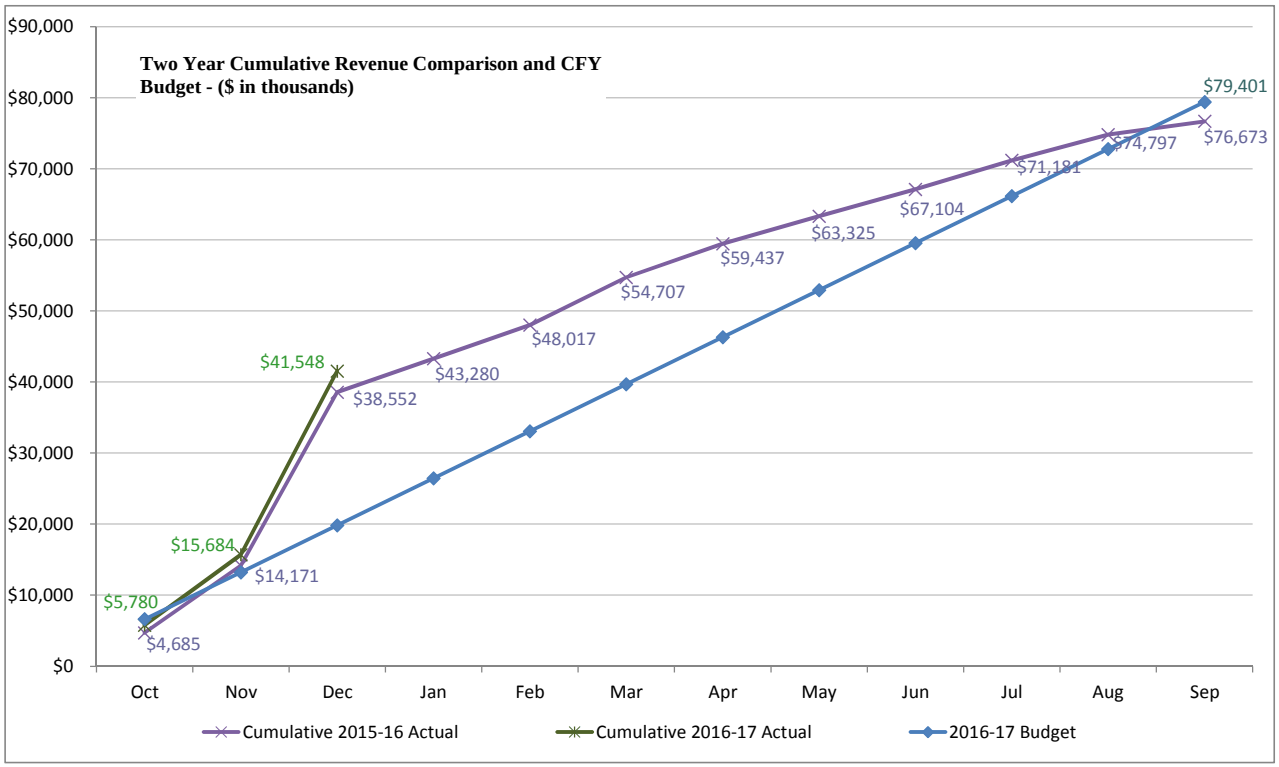


EXHIBIT B

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended December 31, 2016 (25% of Fiscal Year)

EXPENDITURES

ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE EXPENDED	FY 2016-17 TO DATE % EXPENDED	FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE EXPENDED	FY 2015-16 TO DATE % EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	$ 231,706	$ 86,053	37%	$ 260,692	$ 72,382	28%
CITY MANAGER	696,119	292,308	42%	675,310	264,776	39%
CITY HALL/GEN. ADMIN.	4,039,726	534,166	13%	2,441,639	504,219	21%
MARKETING/COMMUNICATIONS	314,841	111,352	35%	234,811	89,435	0%
CITY CLERK	605,165	163,637	27%	611,709	177,877	29%
CITY ATTORNEY	615,411	134,878	22%	645,944	123,360	19%
FINANCIAL SERVICES	1,186,767	409,631	35%	1,175,704	493,547	42%
ITS	2,247,432	802,679	36%	1,921,828	668,309	35%
HUMAN RESOURCES	806,830	258,593	32%	720,200	254,456	35%
PUBLIC SAFETY						
UNIFORM SERVICES	16,197,211	6,838,972	42%	15,809,178	6,061,760	38%
ADMINISTRATIVE SERVICES	3,713,348	1,370,168	37%	5,269,636	2,529,487	0%
SUPPORT SERVICES	9,153,124	3,944,034	43%	8,782,483	3,702,933	0%
FIRE	21,789,868	9,657,126	44%	22,767,587	9,706,799	43%
COMMUNITY STANDARDS	2,191,683	661,095	30%	0	0	0%
EMERGENCY MANAGEMENT	22,870	1,953	9%	81,914	5,637	7%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,091,800	443,252	41%	1,013,150	407,730	40%
BUILDING	1,200,588	426,020	35%	1,184,195	335,171	28%
ENGINEERING	693,132	235,936	34%	716,777	290,228	40%
PLANNING & ZONING	733,234	318,567	43%	757,498	327,694	43%
ECONOMIC DEVELOPMENT	231,749	32,688	14%	245,731	77,532	32%
PUBLIC WORKS						
PUBLIC WORKS	223,397	90,290	40%	235,695	91,993	39%
FACILITIES MANAGEMENT	1,851,035	470,494	25%	1,541,462	436,342	28%
STREETS MAINTENANCE	1,128,602	296,591	26%	1,100,307	380,915	35%
LEISURE SERVICES						
LIBRARY	2,253,461	829,087	37%	2,261,401	850,621	38%
SCHOOLHOUSE MUSEUM SERV	269,372	60,642	23%	301,653	69,538	23%
RECREATION	2,960,081	1,016,500	34%	2,990,094	1,106,726	37%
PARKS & GROUNDS	2,952,762	788,743	27%	2,771,966	793,936	29%
CRA REIMBURSABLE & RESERVES	-	12,093	0%	-	10,710	0%
Total Expenditures	$ 79,401,314	$ 30,287,548	38%	$ 76,518,564	$ 29,834,113	39%

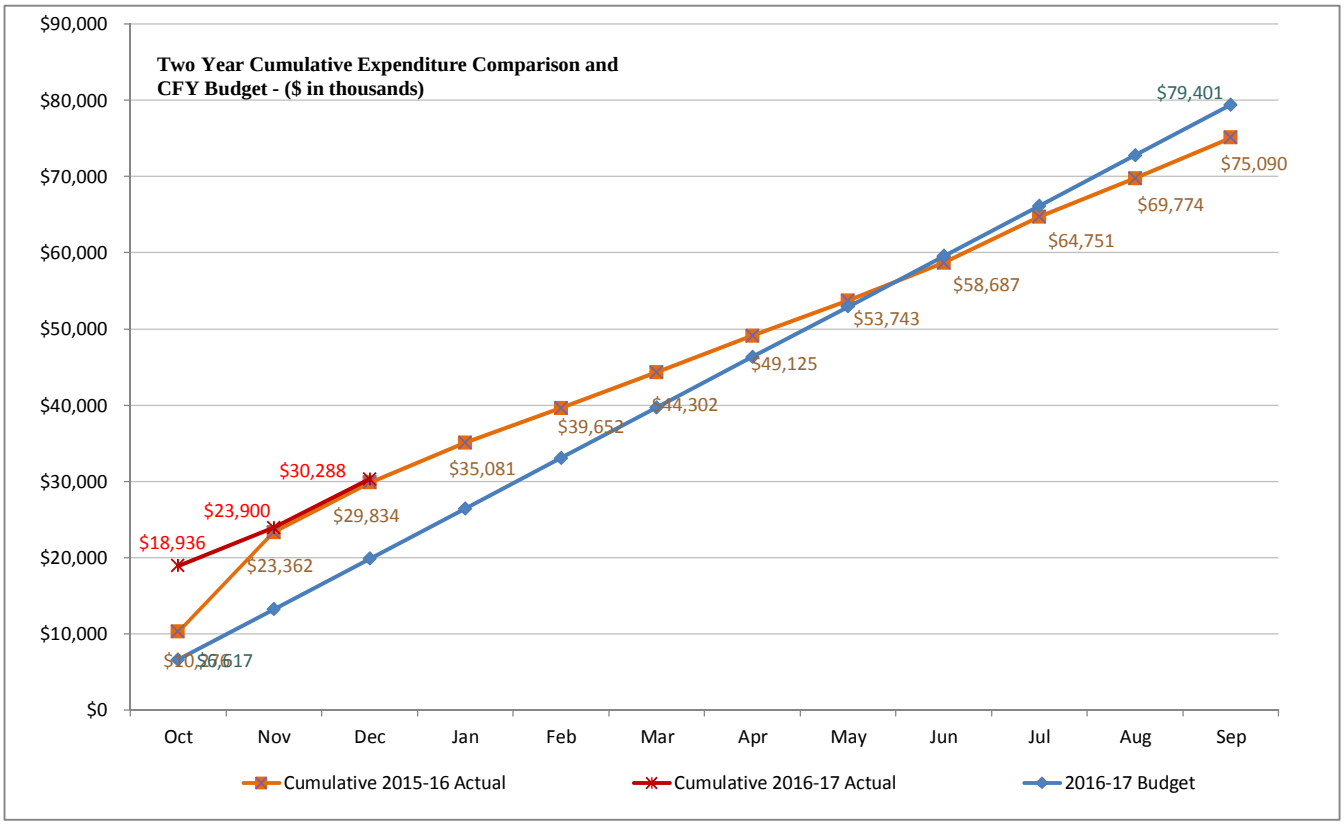


EXHIBIT C

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended December 31, 2016 (25% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE REVENUE REALIZED	FY 2016-17 TO DATE % REALIZED	FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE REVENUE REALIZED	FY 2015-16 TO DATE % REALIZED
WATER SALES	$ 20,250,000	$ 5,399,323	27%	$ 19,490,000	$ 5,117,663	26%
WATER CONNECTION FEE	25,000	6,090	24%	25,000	11,455	46%
WATER SERVICE CHARGE	750,000	271,129	36%	750,000	210,300	28%
WTR-BACKFLOW PREVNTR TEST	10,000	7,500	75%	5,000	6,250	125%
RECLAIMED WATER SALES	60,000	17,160	29%	60,000	14,643	24%
SEWER SERVICE	18,500,000	4,654,031	25%	17,988,000	4,588,901	26%
STORMWATER UTILITY FEE	3,800,000	957,046	25%	3,790,000	953,223	25%
TELEVISE SEWER LINES	3,500	-	0%	2,500	2,051	82%
FEES	15,000	-	0%	10,000	9,368	94%
INTEREST INCOME	35,000	(11,497)	-33%	40,000	-	0%
SALE OF SURPLUS EQUIP.	-	247	0%	-	532	0%
OCEAN RGE UT TAX ADM CHG	800	158	20%	800	159	20%
BAD DEBT RECOVERIES	-	-	0%	500	-	0%
MISCELLANEOUS INCOME	-	274	0%	-	28,252	0%
TRANSFER FROM SANITATION FUND	-	-	0%	-	-	0%
FUND BALANCE DECREASE (INCREASE)	(1,204,004)	(301,001)	25%	56,108	14,027	25%
TOTAL REVENUES	$ 42,245,296	$ 11,000,460	26%	$ 42,217,908	$ 10,956,824	26%

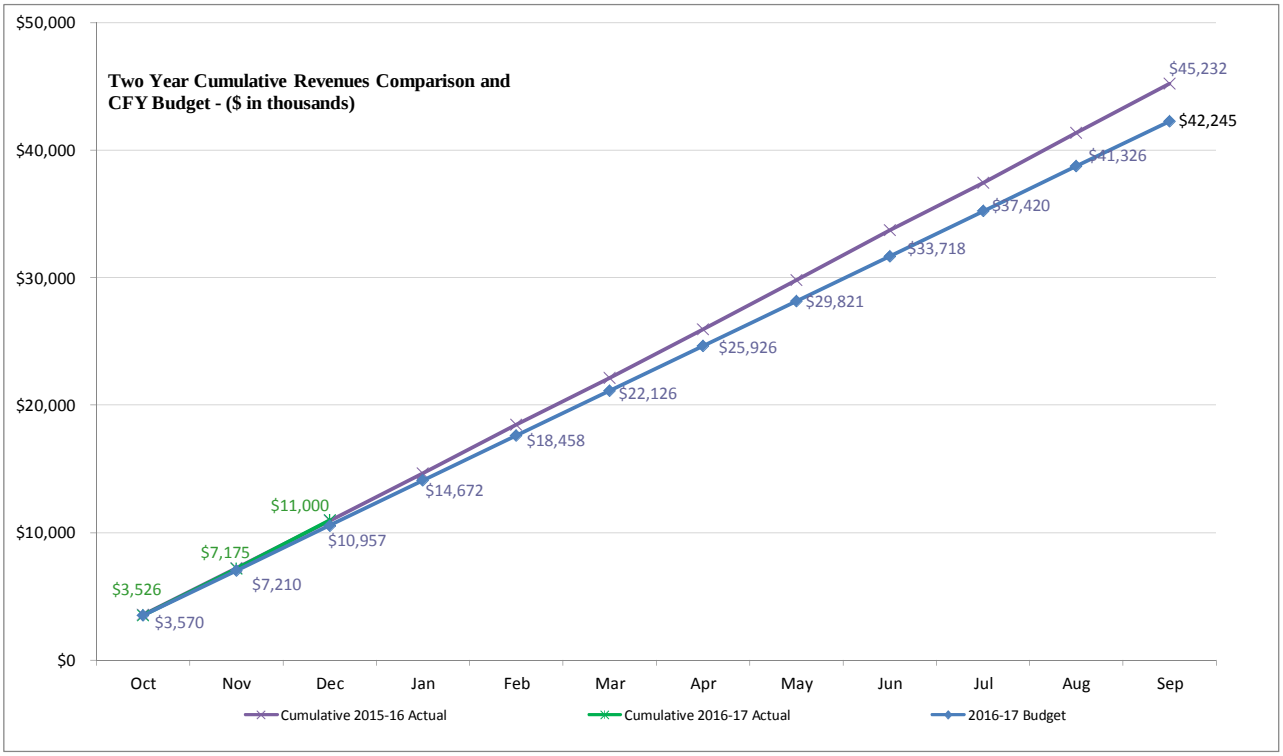


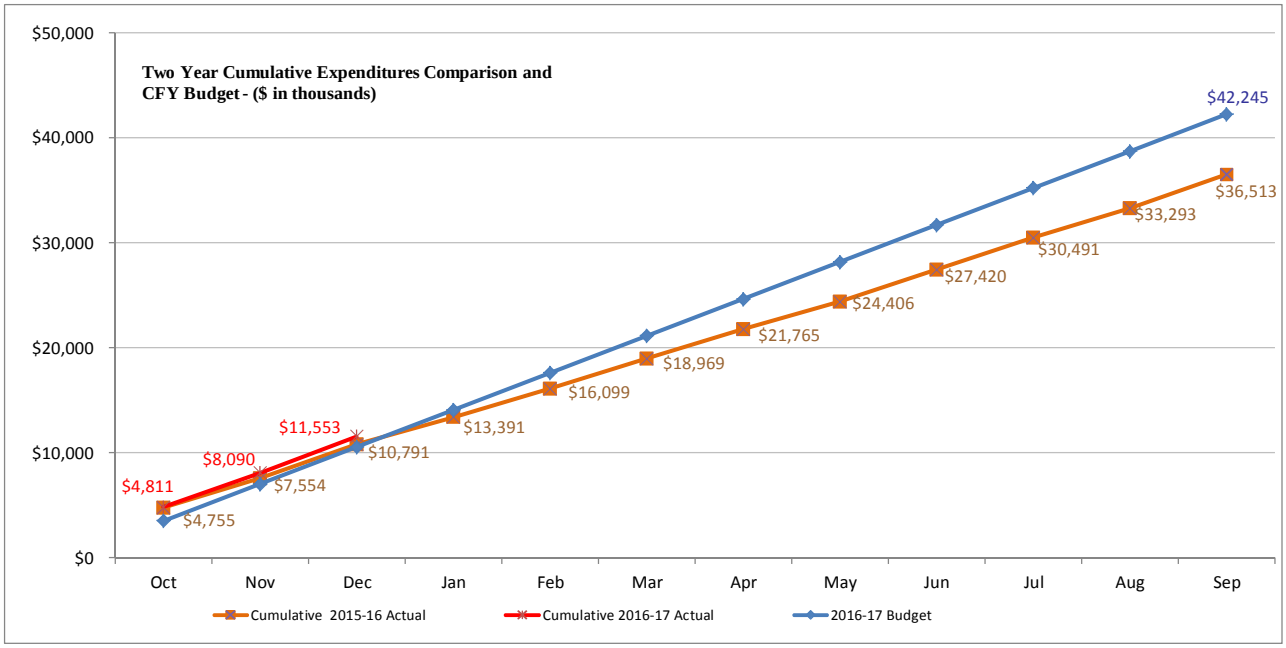
EXHIBIT D

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended December 31, 2016 (25% of Fiscal Year)

EXPENDITURES

ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE EXPENDED	FY 2016-17 TO DATE % EXPENDED	FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE EXPENDED	FY 2015-16 TO DATE % EXPENDED
WATER DISTRIBUTION	$ 1,658,837	$ 630,728	38%	$ 1,659,754	$ 612,384	37%
PUBLIC WATER TREATMENT	5,395,232	1,602,007	30%	5,691,571	1,714,214	30%
METER READING & SERVICES	1,055,863	444,191	42%	1,208,362	414,431	34%
WASTEWATER COLLECTION	1,576,241	500,111	32%	1,720,597	574,907	33%
WASTEWATER PUMPING STATNS	2,540,321	712,487	28%	2,622,842	812,848	31%
SEWAGE TREATMENT	4,405,000	633,380	14%	4,405,000	771,296	18%
WATER QUALITY	622,451	193,969	31%	662,894	234,096	35%
UTILITY ADMINISTRATION	15,176,632	3,940,425	26%	14,472,294	3,722,337	26%
UTILITES ENGINEERING	1,332,692	533,671	40%	1,150,746	469,963	41%
STORMWATER MAINTENANCE	957,018	367,725	38%	978,291	319,221	33%
CUSTOMER RELATIONS	1,446,521	448,580	31%	1,562,822	553,239	35%
DEBT SERVICE	6,078,488	1,545,724	25%	6,082,735	1,545,794	25%
Total Expenditures	$ 42,245,296	$ 11,552,998	27%	$ 42,217,908	$ 11,744,730	28%



CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Legal expenses - December 2016 - Information at the request of the Commission. No action required.

EXPLANATION OF REQUEST:
Some outside firms have not provided their December statements to Risk Management and therefore their November invoices (most recent received) are attached.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Summary-General Dec 2016
Attachment	Goren Cherof Doody & Ezrol December invoices
Attachment	Summary Goren-Risk Dec 2016
Attachment	Goren Cherof Doody & Ezrol December Risk Invoices
Attachment	Summary Outside Counsel-Risk Dec 2016

Attachment	Other counsel November and December	

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	1/10/2017 - 3:28 PM
Finance	Howard, Tim	Approved	2/1/2017 - 1:37 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:12 PM

Goren, Cherof, Doody & Ezrol, P.A. - Dec 2016
General Legal Costs

Retainer-General Matters		
onsite office hours		
agenda item review		
pre-mtg commissioner mtgs		
commission mtg followup		
commission mtg		
contract review, code issues		
group homes, NOI research	150.2 Hours	16,165.84
Labor-general		292.50
Red light camera		5,002.89
BOA-Johnson,Valretta		97.50
Olen properties		175.50
Boynton Old School Partners		292.50
Litigation-forfeitures,police issues		3,583.50
US Bank Natl Assoc-Boye,Aracelly		97.50
Model Block Right of Way		2,050.07
RicMan-Contract issue		136.50
Wurie,Khadi(Deutsche Bank)		58.50
Jean-Baptist, Kevens		19.50
Boytnon Lakes N Comm Assoc		136.50
Rodrigues,Louis IA		58.50
Boss,Lendon (RLC appeal)		257.70
Donastor,Murat v JP Morgan		136.50
Akyeshia C Gums v JP Morgan		58.50
Wauchope,Rohan v HSBS Bank		78.00
Brown, Jeffrey (RLC appeal)		273.00
Ryan, Ron complaint		58.50
Schwartz,estate of Barbara v Bank of NY		3,058.30
Fils, Mikel Jean v Federal Natl		39.00
Cleaveland, Darren, Fed Nat Mort		97.50
White, Jack, Bank of NY		39.00
Delhomme, Zelma, Wells fargo		97.50
Meeks,Richard & Takeeta, Nationstar mtg		19.50
FPM Prop, Fed Natl Mort		39.00
Ewing, Paula, BB&T		50.00
Garcorp Holdings, 3100 Ocean Pkwy		337.10
Daquay, Marcel, Ditech		19.50
Estate of Hazel Clemmons,James Nutter Co.		429.00
Moskoff, Eric, Fed Natl Mtg		39.00
Purch of Tropical Breeze Utilty Sys		780.00
City of LW, 5848 Corson Pl		468.00
TOTAL General Legal Costs-Dec 2016		34,541.90

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-0603180
STATEMENT NO: 13490

Attn: Lynn Swanson

LABOR - General

			HOURS	
12/06/2016	SHB	Ciancio - review statute and AGOs re: reimbursement matters. Telephone conference with Chief Katz and AC Harris.	0.60	
12/19/2016	SHB	Discuss driver license requirements with Oldbury.	0.30	
12/20/2016	SHB	Telephone conference with Oldbury re: driver license matters. Research driver license employment requirements.	0.60	
		FOR CURRENT SERVICES RENDERED	1.50	292.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.50	$195.00	$292.50

TOTAL CURRENT WORK	292.50
BALANCE DUE	$292.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-0806020
STATEMENT NO: 13491

Attn: Lynn Swanson

Red Light Cameras

			HOURS	
12/01/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	4.90	
	JAC	prepare regarding close-out program and outstanding ticket issues; review pending litigation	0.50	
12/02/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.50	
12/05/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	4.30	
12/08/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.30	
12/09/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	3.10	
12/13/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.60	
12/14/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial. Follow up re: Defendant Anthony Mann / defense counsel matters.	4.00	
12/16/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.60	
12/20/2016	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.70	
12/21/2016	SHB	Receive and review Motion to Continue; follow up with Abramson.	0.30	
12/29/2016	SHB	Prepare and file Notices of Intent to Rely on Business Records for use at trial. Follow up with City re: end of program matters. Follow up with ATS re: program matters.	1.30	
12/30/2016	SHB	Receive and review correspondence from ATS re: program wrap-up. Follow up with City.	0.30	
		FOR CURRENT SERVICES RENDERED	25.40	4,953.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.50	$195.00	$97.50
SHANA H. BRIDGEMAN	24.90	195.00	4,855.50

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-0806020

STATEMENT NO: 13491

Red Light Cameras

Photocopies	1.05
Postage	48.84
TOTAL EXPENSES THRU 12/31/2016	49.89
TOTAL CURRENT WORK	5,002.89
BALANCE DUE	$5,002.89

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9001821
STATEMENT NO: 13492

Attn: Lynn Swanson

General Matters

			HOURS
12/01/2016	JAC	onsite office administration; review Med MJ legislative history and attend LL conference regarding same follow up prep regarding study/NOI issues; review and research regarding group home NOI for agenda; finalize agenda review conversion therapy ban issue	8.20
12/02/2016	JAC	Review agenda and prep for Commission meeting; review group home options and process; conference with attorneys regarding case status reports	5.20
12/05/2016	JAC	on site; attend staff meeting; pre-commission meeting conference with commissioners and LL; prep regarding NOI process; review contract default issue regarding CG draft; conference with Hanna M regarding zoning and LU map issues	8.60
12/06/2016	JAC	onsite office hours; review pending matter; prep for and attend Commission meeting; conference with Vice Mayor and LL; review pending utility department issues and assignments; research lien issue	12.00
12/07/2016	JAC	Commission meeting follow up regarding homes process; calls-emails from attorneys regarding same.	5.20
12/08/2016	JAC	Agenda prep and review; calls to staff regarding group homes' case administration-risk issues; call from SOE regarding IRE option; follow up research regarding ballot software	3.60
12/09/2016	JAC	agenda item review research bid issue-body cams; conference with TD regarding pending risk defense cases; call to TH regarding Fund accounts and audits; review federal program revises forms; prepare for meeting regarding group homes	3.80
12/12/2016	JAC	onsite; conference regarding group homes; redraft NOI and update research; agenda prep; office administration; research and review drafts regarding moratorium or NOI; call regarding homes and Mayor question	8.20
12/13/2016	JAC	agenda prep; follow up on 601 development dec of rest covs with staff	1.60
12/14/2016	SHB	Review and approve agenda items.	0.40

General Matters

			HOURS
	JAC	agenda item review; calls regarding 601 document; call to Boca atty regarding group homes; review and revise NOI and Ord	4.80
	MDC	Review issues with NOI and moratorium regarding group homes, conference with JAC.	0.40
12/15/2016	FLN	T/C with Ming Batog attorney with clerk's office re: pending surplus claim matters; reviewed law relevant to claim issue in preparation of meeting Jim Cherof; sent update email re: one of the claims to Lynn; discussed City's claim of lien language with Jim; finalized review of pending surplus/statement of claim matters.	3.30
	JAC	onsite; office administration and agenda item review and prep; review utility lien issues	7.50
12/16/2016	SHB	Code Compliance: Case # 10-280 - receive and review lien release inquiry; discuss with Swanson.	0.60
	JAC	final agenda prep and review; conference with TD regarding pending matters and scheduled hearing/depos' review CVS landscaping issue and emails from attorney Resnick; review dec of rest cov 601 from attorney	3.60
12/18/2016	JAC	Review agenda and prep for meeting; review ACA assignments	1.20
12/19/2016	JAC	onsite; office review; case and assignment status review; attend CMLT; prep for and attend Commission meeting; attend Model Block conference	12.50
	SHB	Code: receive and review inquiry re: false alarm matters. Review false alarm ordinance. Follow up with City staff.	0.60
12/20/2016	SHB	Code compliance: Receive and review case history for case 16-1282. Follow up with City re: Magistrate's authority. Telephone conference with Guim. Review magistrate hearing audio.	2.50
	JAC	Commission meeting follow up; prep regarding moratorium ad and staff review schedule; respond to inquires regarding same; prep regarding Med MJ ordinance and possible moratorium; review stat issues and schedule on regulations; review Fed related issued on Med MJ.	4.80
	DNT	Review amendment to tower lease and provide comments to City staff.	0.80
12/21/2016	JAC	onsite; office administration and agenda item review; follow up with staff and clerk regarding moratorium ad and process; review reasonable accommodation issue; review Grand Jury Report; call with Commissioner	6.40
12/22/2016	JAC	moratorium and NOI follow up; calls with staff; review Med MJ issues and forward same for staff review; review TD cases and depo schedules; commission meeting follow up	4.60
12/23/2016	DNT	Prepare purchase agreement with Parry Village.	0.50
	JAC	agenda prep and prep regarding moratorium and development project issues	2.90
12/27/2016	SHB	PACE: Receive and review correspondence from attorney Kate Stangle re: FRED agreement; compare agreements. Follow up with City Clerk and Mayor. Utilities: receive and review inquiry re: theft of water services; follow up with Groff.	2.00

General Matters

			HOURS	
	DNT	Revisions to Parry Village asset Purchase Agreement.	1.00	
	JAC	onsite; prep for and attend P&D meeting; Riverwalk and related submission research	8.50	
12/28/2016	FLN	Started review of Utilities' department's request to terminate City's contract with Pitney Bowes Mailing system; started review of documents and sent related email to Barb Conboy re: additional documents needed for our office review.	1.80	
	SHB	Ordinance Violations - research re: disbursement of fine amounts; discuss with JAC. Telephone conference with Mayor Grant re: marijuana civil citation options. Follow up with Finance and PD re: funds received from County Clerk of Court. Various correspondence with Ricky Suyono at BBPD and David West at Palm beach County Clerk of Court re: fine codes for marijuana civil citation fine payments. Receive and review bid inquiry from T. Howard; review bid statute. Telephone conference with T. Howard. Discuss pending matters with JAC.	4.00	
	JAC	agenda review and prep; dept administration; conference with attorneys	5.60	
12/29/2016	SHB	Telephone conference with JAC re: PCG contract; receive and review PCG contract documents. Telephone conference with Tim Howard. Contact PCG counsel re: implementation of agreement. Draft resolution and transmit to Tim Howard. Telephone conference with PCG counsel. Various correspondence with City.	2.00	
	FLN	Continued review of City's agreement with Pitney Bowes Mailing system prior to drafting letter of termination.	0.80	
	JAC	review agenda items; prep regarding Riverwalk project issues; review mail/memos; prep regarding EMS contract	3.60	
12/30/2016	FLN	T/C with representative (Shelly Pruit-Mari) from title company re: status of lien on property located at 201 NE 28th Ct and follow up email on matter to City staff Vestiguerne Pierre in Code; sent emails re: two pending statement of claims to attorney at PB City Clerk's office attorney to indicate City's position on claims and finalize pending questions; contact Swanson for City's records; email to Vestiguerne Pierre re: status of a lien re: status: of one of the city's statement of claims.	1.30	
	SHB	Research re: auditor general matters; discuss with JAC.	1.60	
	JAC	review agenda issues with TH; review published agenda; RLC close out review with staff; follow up regarding EMS and service contract; review height referendum issue with TH and JP	4.20	
		FOR CURRENT SERVICES RENDERED	150.20	16,165.84
		TOTAL CURRENT WORK		16,165.84
		BALANCE DUE		$16,165.84

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9904887
STATEMENT NO: 13493

Attn: Lynn Swanson

adv. Bank of America (Johnson, Valretta)

			HOURS	
12/14/2016	FLN	Reviewed file docket; file documents; discussed with legal assistant; sent update/close out memo to Lynn Swanson and requested that file be re-closed.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.50	$195.00	$97.50

TOTAL CURRENT WORK	97.50
BALANCE DUE	$97.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9904936
STATEMENT NO: 13494

Attn: Lynn Swanson

adv. Olen Properties Corp., et al

			HOURS	
12/14/2016	JAC	follow up to discovery with atty D. Norris regarding Quantum global settlement	0.50	
12/22/2016	JAC	review incoming pleadings	0.40	
		FOR CURRENT SERVICES RENDERED	0.90	175.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.90	$195.00	$175.50

TOTAL CURRENT WORK	175.50
BALANCE DUE	$175.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9904945
STATEMENT NO: 13495

Attn: Lynn Swanson

adv. Boynton Old School Partnership, LLC

			HOURS	
12/08/2016	JAC	review order of dismissal; miscellaneous calls regarding same	0.70	
12/09/2016	JAC	follow up regarding order of dismissal and option; call from Commissioner regarding same	0.80	
		FOR CURRENT SERVICES RENDERED	1.50	292.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.50	$195.00	$292.50

TOTAL CURRENT WORK	292.50
BALANCE DUE	$292.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9904950
STATEMENT NO: 13496

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
12/05/2016	BJS	Review forfeiture, BB Report 16-066714 re: Ericson, for internal settlement purposes	0.40
	TAD	Receipt and review of incident report re: Gipson.	0.10
12/06/2016	BJS	Review correspondence re: Return of Firearm/Butler with legal research and follow up with JAC, t/c with Michael Danciu	0.80
12/07/2016	BJS	t/c with Lynn Swanson and follow up re: Background Checks, review correspondence and follow up re: Return of Firearm/Adrian Brown	1.00
12/08/2016	BJS	t/c and follow up re: Return of Firearms re:: Brown	0.40
	JAC	review gun return issue; research FDLE options	0.80
12/09/2016	BJS	Legal Research re: Federal Prohibitions to Firearm ownership, follow up with McKinely Augustin	1.30
	FLN	Reviewed Court's Order in Lloyds of Boynton Beach v. Rosanna Holmes et al. matter as it relates to the allocation of remainder of surplus proceeds to confirm that City's previous entitlement and recovery of surplus was not affected.	0.20
	TAD	Receipt and review of supervisors incident report re: Williams	0.10
12/12/2016	BJS	Draft letter to McKinley Augustin re: Return of Firearm, t/c with Dan Clein and draft update JGH	1.20
12/14/2016	FLN	PB Community Bank v. Lloyds of BB; reviewed Agreed Order on Defendant Rosanna Homes' Motions to Distribute Surplus of Funds held in Court Registry; concluding this matter; reviewed and updated CAO foreclosure files.	1.00
	BJS	Review and revise response letter to McKinley Augustin	0.30
	TAD	Meet with City re: status of claims and discovery issues.	1.30
12/16/2016	FLN	Reviewed and revised active BB foreclosure cases; meeting with Jim Cherof and paralegal re: pending foreclosure matters.	2.00
12/19/2016	FLN	Reviewed foreclosure documents served on city staff re: to old foreclosure files; reviewed court dockets and office records to verify which steps needed to take by CAO.	1.00

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9904950

STATEMENT NO: 13496

Litigation Miscellaneous

			HOURS	
12/21/2016	FLN	Prepared for and met with Daniella Normil re: BB foreclosures.	0.80	
	DNM	Meeting with Farah regarding Boynton Beach foreclosure matters.	0.50	
12/22/2016	FLN	Reviewed Certificate of Mailing of Order Denying Defendant Jean Fils's Motion to Vacate Judgment (Mikel Jean Fils; old foreclosure matter)	0.40	
	TAD	Confer with city re: status of pending claims.	0.60	
12/23/2016	JAC	review pending assignments and cases; evaluate cost issues	1.60	
12/27/2016	DNM	Review and revised City of Boynton Beach Foreclosure files.	1.50	
12/28/2016	DNM	Review of all physical files to match up the updated list.	2.80	
		FOR CURRENT SERVICES RENDERED	20.10	3,583.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	2.40	$195.00	$468.00
BRIAN J. SHERMAN	5.40	195.00	1,053.00
DANIELLA M. NORMIL	4.80	125.00	600.00
TRACEY A. DECARLO	2.10	195.00	409.50
FARAH L. NERETTE	5.40	195.00	1,053.00

TOTAL CURRENT WORK 3,583.50

BALANCE DUE $3,583.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9904982
STATEMENT NO: 13497

Attn: Lynn Swanson

adv. U.S. Bank National Association (Boye,Aracelly et al)

			HOURS	
12/14/2016	FLN	Reviewed file documents, case docket and sent update/closing memo to Lynn Swanson.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.50	$195.00	$97.50

TOTAL CURRENT WORK	97.50
BALANCE DUE	$97.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905018
STATEMENT NO: 13498

Attn: Lynn Swanson

City of Boynton Beach Model Block Right of Way
Acquisition

			HOURS
12/01/2016	KLE	Telephone calls with Andrew; email Brian Bull; email from Cindy Skwierc Re: legal description discrepancy;	0.70
	JAC	review takings status with KE and discuss with LL	0.30
12/02/2016	KLE	Review documents and email to Cindy Skwierc Re: legal description discrepancy;	0.30
12/07/2016	KLE	Review Motion to Withdraw from Batog Re: parcel 24; emails to and from Bull; revise and transmit stip to Bull Re: Evans parcel 21; email to City Re: parcels 21 and 22	0.80
12/08/2016	KLE	Receive and process Stip for parcel 21; review order to disburse on parcel 24, emails	0.60
12/13/2016	KLE	Review revised Order from Batog Re: Newton, emails with Tom Baird Re: Collins	0.30
12/15/2016	KLE	Follow up Re: Evans Order.	0.20
12/19/2016	KLE	Emails to follow up with Tom Re: Collins; received, review and process agreed Order Re: Parcel 21 (Evans); Prepare for and attend status call with City Staff; emails from Baird Re: pg of CRA contract; email from Mike Re: Collins, telephone call with Mr. Collins, prepare fed-ex letter transmitting stipulation and pg of CRA to COllins; emails to Brian Bull Re: W-9, etc.;	2.10
12/20/2016	KLE	Review Order on Newton Disbursement; Review OT Re: Parcel 21, forward to City; prepare and file Notice of Compliance; process OT Re: Parcel 22; emails to Tom Baird; emails to City; emails to Lynn Re: processing checks and documents.	1.40
12/21/2016	KLE	Process OT Re: Parcel 22 for filing with court; emails to City; emails with Lynn Re: processing checks and documents;	1.10
12/22/2016	KLE	Process OT for Collins with City/Lynn; prepare Notice of Compliance.	0.60
	JAC	review with KE regarding closure of additional parcel	0.60
12/28/2016	KLE	Prepare Notices of Deposit and Certificates of Clerk for Collins and Evans deposits; Process checks for Bull and Ford.	1.10

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905018

STATEMENT NO: 13498

City of Boynton Beach Model Block Right of Way Acquisition

		HOURS	
	FOR CURRENT SERVICES RENDERED	10.10	1,969.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.90	$195.00	$175.50
KERRY L. EZROL	9.20	195.00	1,794.00

	Photocopies	51.10
	Postage	12.92
	TOTAL EXPENSES THRU 12/31/2016	64.02
12/19/2016	Federal Express - Invoice 5-656-11039	16.55
		16.55
	TOTAL ADVANCES THRU 12/31/2016	16.55
	TOTAL CURRENT WORK	2,050.07
	BALANCE DUE	$2,050.07

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905019
STATEMENT NO: 13499

Attn: Lynn Swanson

adv. Chandler, Nancy (RIC MAN)

			HOURS	
12/19/2016	TAD	Receipt and review of correspondence from adjuster re: status and request for information. Review contract documents from City and insurance policy and prepare correspondence to adjuster with response to questions.	0.70	
		FOR CURRENT SERVICES RENDERED	0.70	136.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.70	$195.00	$136.50

TOTAL CURRENT WORK	136.50
BALANCE DUE	$136.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905021
STATEMENT NO: 13500

Attn: Lynn Swanson

adv. Wurie, Khadi (Deutsche Bank National Trust Company) 4 Las Sendas Boynton Beach, FL 33426

			HOURS	
12/14/2016	FLN	Reviewed file documents to confirm status of matter at CAO; sent related email to legal assistant.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.30	$195.00	$58.50

TOTAL CURRENT WORK	58.50
BALANCE DUE	$58.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905022
STATEMENT NO: 13501

Attn: Lynn Swanson

adv. Jean-Baptist, Kevens

Billing Category 18-RLO

			HOURS	
12/20/2016	TAD	Receipt and review of correspondence from adjuster re: information on claim from attorney.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905024
STATEMENT NO: 13502

Attn: Lynn Swanson

adv. Boynton Lakes North Community Association, Inc. (Bryant, James) 3 Erwood Place, Boynton Beach FL

			HOURS	
12/19/2016	FLN	Reviewed Notice of Voluntary dismissal; filed documents and property appraiser records to decide on City's next steps in this matter.	0.50	
12/22/2016	FLN	Reviewed Notice of Voluntary Dismissal and Release of Lis Pendens.	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	136.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.70	$195.00	$136.50

TOTAL CURRENT WORK	136.50
BALANCE DUE	$136.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905108
STATEMENT NO: 13503

Attn: Lynn Swanson

Rodrigues, Louis IA 14-020

			HOURS	
12/06/2016	SHB	Receive and review public records request for transcripts; follow up with PBA.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	0.30	$195.00	$58.50

TOTAL CURRENT WORK	58.50
BALANCE DUE	$58.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905127
STATEMENT NO: 13504

Attn: Lynn Swanson

adv. Boss, Lendon (RLC appeal)

			HOURS	
12/13/2016	SHB	Follow up re: clerk of court request for amended notice of appeal.	0.30	
12/19/2016	SHB	Receive and review reissued appellate opinion. Discuss with MDC.	0.40	
12/20/2016	SHB	Transmit reissued appellate opinion to client and other interested parties.	0.60	
		FOR CURRENT SERVICES RENDERED	1.30	253.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.30	$195.00	$253.50

Photocopies	4.20
TOTAL EXPENSES THRU 12/31/2016	4.20
TOTAL CURRENT WORK	257.70
BALANCE DUE	$257.70

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905129
STATEMENT NO: 13505

Attn: Lynn Swanson

adv. (Donastor, Murat, et al.) vs. JP Morgan Chase Bank 1607 NE 4th Street, Boynton Beach, FL 33435

			HOURS	
12/14/2016	FLN	Reviewed file documents and case docket to confirm status of matter at CAO; matter is still pending post entry of final judgment step.	0.30	
12/19/2016	FLN	Reviewed Plaintiff's Notice to Cancel Foreclosure sale as a result of possible loss mitigation.	0.20	
12/22/2016	FLN	Reviewed Notice of Hearing on Plaintiff's Motion to Cancel Sale scheduled for January 9, 2017; reviewed file documents.	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	136.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.70	$195.00	$136.50

TOTAL CURRENT WORK	136.50
BALANCE DUE	$136.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905138
STATEMENT NO: 13506

Attn: Lynn Swanson

adv. (Akyeshia C. Gums, et al.) vs. JPMorgan Chase Bank 2171 NW 1st Street, Boynton Beach, FL 33435

			HOURS	
12/22/2016	FLN	Reviewed Notice of Conciliation conference set for December 15, 2016; Reviewed Order on case management conference setting new CMC for 1/30/2017; no action required by City.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.30	$195.00	$58.50

TOTAL CURRENT WORK	58.50
BALANCE DUE	$58.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905156
STATEMENT NO: 13507

Attn: Lynn Swanson

adv. (Wauchope, Rohan R. et al.) vs. HSBS Bank USA
312 NW 12th Avenue, Boynton Beach, Florida 33435

			HOURS	
12/01/2016	FLN	Reviewed and responded to email correspondence from Plaintiff's counsel re: upcoming hearing; reviewed file documents prior to responding.	0.30	
12/22/2016	FLN	Reviewed Notice of Sale scheduled for January 18, 2017.	0.10	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.40	$195.00	$78.00

TOTAL CURRENT WORK	78.00
BALANCE DUE	$78.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905157
STATEMENT NO: 13508

Attn: Lynn Swanson

adv. Brown, Jeffrey M. (RLC appeal)

			HOURS	
12/13/2016	SHB	Receive and review appellate Opinion. Transmit to client for review.	0.80	
12/29/2016	SHB	Receive and review mandate. Follow up with PD re: status of fine payment. Prepare Motion for Costs.	0.60	
		FOR CURRENT SERVICES RENDERED	1.40	273.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.40	$195.00	$273.00

TOTAL CURRENT WORK	273.00
BALANCE DUE	$273.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905160
STATEMENT NO: 13509

Attn: Lynn Swanson

Ryan, Ron Complaint

			HOURS	
12/22/2016	TAD	Prepare correspondence to City re: revised answers to interrogatories, Revise answers.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.30	$195.00	$58.50

TOTAL CURRENT WORK	58.50
BALANCE DUE	$58.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905162
STATEMENT NO: 13510

Attn: Lynn Swanson

adv. (Schwartz, the Estate of Barbara, et. al.) vs
The Bank of New York Mellon 320 SW 5th Avenue,
Boynton Beach, FL 33435

			HOURS
12/01/2016	FLN	Discussed administrative policy/legal settlement issues with Jim Cherof; sent follow up email to Colin Goff et al re: this matter; reviewed relevant section of the Customer Service Policy.	0.80
12/02/2016	FLN	Reviewed correspondence from Barb Conboy re: settlement and city's admin policy on adjustments; revised, finalized Motion to Oppose Motion to Amend FJ and confirmed filing of motion; sent status/update email to third purchaser's attorney; discussed issues and Motion final draft with Jim Cherof; prepared for next week's hearing.	3.30
12/08/2016	FLN	Attended Hearing on Motions to Amend Final Judgment and City's Motion to Oppose Final Judgment.	4.30
12/09/2016	FLN	T/C with Colin Groff re: hearing held on 12/8/2016; discussed with Jim Cherof; exchanged emails with City staff re: total amount currently due for utilities and with Owner's counsel re: settlement negotiations; drafted summary memo to Jim on this matter.	2.50
	JAC	review order; mediation options of dismissal and settlement with FN; prep for conference with CG regarding same	0.70
12/14/2016	FLN	Discussed status of City's acceptance of settlement with Jim Cherof; discussed status on next Commission meeting's agenda with Lynn Swanson; drafted/completed relevant agenda cover sheet; drafted Stipulated Agreement and shared with opposing counsel for review.	2.00
12/15/2016	FLN	T/C to Cory Carano, counsel for Plaintiff re: status of review of stipulated agreement; emails to and from Cory re: revisions to stipulated agreement; emails to Lynn re: stip agenda item as it relates to this case settlement to place on City Commission's agenda for 12/19.	1.00
12/27/2016	FLN	Email correspondence to opposing counsel re: execution status of stipulated agreement and possibility of Avi Stern, Third Party purchaser's withdrawal of its Motion to Amend FJ.	0.40
12/28/2016	FLN	Discussed matter with Jim Cherof as it relates to Third Party purchaser's request to withdraw their Motion; sent email opposing counsel on City's position and decision to move forward with the City's executed Stipulated agreement.	0.50

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905162

STATEMENT NO: 13510

adv. (Schwartz, the Estate of Barbara, et. al.) vs
The Bank of New York Mellon 320 SW 5th Avenue,
Boynton Beach, FL 33435

		HOURS	
	FOR CURRENT SERVICES RENDERED	15.50	3,022.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.70	$195.00	$136.50
FARAH L. NERETTE	14.80	195.00	2,886.00

	Photocopies	30.80
	TOTAL EXPENSES THRU 12/31/2016	30.80
12/08/2016	Parking - Farah L. Nerette	5.00
	Parking -	5.00
	TOTAL ADVANCES THRU 12/31/2016	5.00
	TOTAL CURRENT WORK	3,058.30
	BALANCE DUE	$3,058.30

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905165
STATEMENT NO: 13511

Attn: Lynn Swanson

adv. (Fils, Mikel Jean) vs. Federal National Mortgage Association 23 Peachtree Place, Boynton Beach, FL 33436

			HOURS	
12/22/2016	FLN	Reviewed Certificate of Mailing of Order Denying Defendant Jean Fils's Motion to Vacate Judgment.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905184
STATEMENT NO: 13512

Attn: Lynn Swanson

adv. Cleveland, Darren (Federal National Mortgage Association)

			HOURS	
12/05/2016	FLN	Reviewed Court's Order requiring Response by certain deadline by Darren Cleveland; reviewed file documents.	0.30	
12/22/2016	FLN	Reviewed Defendant's Response to Plaintiff's Motion for Rehearing; Reviewed Order Denying Plaintiff's Motion for Rehearing.	0.20	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.50	$195.00	$97.50

TOTAL CURRENT WORK	97.50
BALANCE DUE	$97.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905188
STATEMENT NO: 13513

Attn: Lynn Swanson

adv. The Bank of New York Mellon Trust Company, N.A. (White, Jack)

			HOURS	
12/22/2016	FLN	Reviewed Plaintiff's Notice of Hearing on Defendant's ER Motion to Cancel and Reset trial date; Order on Defendant's Motion to Continue trial to Jan 17, 2017.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905195
STATEMENT NO: 13514

Attn: Lynn Swanson

adv. Wells Fargo Bank, N.A. (Delhomme, Zelma, et. al.) 815 6th Avenue, Boynton Beach, Florida 33426

			HOURS	
12/14/2016	FLN	Reviewed file documents, property appraiser records and drafted and sent closing memo to City staff, ccing Jim Cherof.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.50	$195.00	$97.50

TOTAL CURRENT WORK	97.50
BALANCE DUE	$97.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905200
STATEMENT NO: 13515

Attn: Lynn Swanson

adv. Nationstar Mortgage, LLC (Meeks, Richard & Takeeta)

			HOURS	
12/22/2016	FLN	Reviewed Plaintiff's Notice of Service of Order on Motion for Judicial Default obtained against Nakia Harp and other unknown parties.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905205
STATEMENT NO: 13516

Attn: Lynn Swanson

adv. Federal National Mortgage Association (FPM Properties, LLC, et al.)

			HOURS	
12/19/2016	FLN	Reviewed Notice to Set Cause for Non-Jury Trial.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905208
STATEMENT NO: 13517

Attn: Lynn Swanson

adv. Branch Banking and Trust Company (Ewing, Paula A.)

12/07/2016	Compass Investigations - Invoice 2016009140	50.00
		50.00
	TOTAL ADVANCES THRU 12/31/2016	50.00
	TOTAL CURRENT WORK	50.00
	BALANCE DUE	$50.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905209
STATEMENT NO: 13518

Attn: Lynn Swanson

adv. 3100 Ocean Pkwy Land Trust (Garcorp Holdings, LLC as Trustee)

			HOURS	
12/05/2016	FLN	Reviewed court docket and all file documents to assist with drafting relevant update memo to City to accompany surplus check received on this date; communicated via email with Lynn Swanson about this matter and with Plaintiff's counsel via email.	1.70	
		FOR CURRENT SERVICES RENDERED	1.70	331.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	1.70	$195.00	$331.50

Photocopies	5.60
TOTAL EXPENSES THRU 12/31/2016	5.60
TOTAL CURRENT WORK	337.10
BALANCE DUE	$337.10

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905210
STATEMENT NO: 13519

Attn: Lynn Swanson

adv. Ditech Financial, LLC (Daquay, Marcel, et al)

			HOURS	
12/22/2016	FLN	Reviewed Notice of Cancellation of Hearing on Plaintiff's Motion to Substitute Party Plaintiff.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905212
STATEMENT NO: 13520

Attn: Lynn Swanson

adv. James B. Nutter & Company (Estate of Hazel Clemmons, et al.)

			HOURS	
12/09/2016	FLN	Reviewed Plaintiff's Motion for Leave to Amend; reviewed file documents in preparation of filing City's Answer to Amended Complaint.	0.30	
12/12/2016	FLN	Reviewed Amended Complaint filed in this matter and drafted Answer and Affirmative Responses to Amended Complaint.	1.00	
12/22/2016	FLN	Reviewed Plaintiff's Motion for Appointment of GAL, Attorney or Admin. Ad Litem; reviewed Notice of Hearing setting Plaintiff's Motion.	0.40	
12/28/2016	FLN	Reviewed detailed amended answer and affirmative defenses prior to filing.	0.50	
		FOR CURRENT SERVICES RENDERED	2.20	429.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	2.20	$195.00	$429.00

TOTAL CURRENT WORK	429.00
BALANCE DUE	$429.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905227
STATEMENT NO: 13521

Attn: Lynn Swanson

adv. Federal National Mortgage Association
(Moskoff, Eric)

			HOURS	
12/09/2016	FLN	Reviewed Notice of Allocation of Payments received from Owner.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905247
STATEMENT NO: 13522

Attn: Lynn Swanson

Purchase of Tropical Breeze Estates Utility System

			HOURS	
12/08/2016	DNT	Review agreement for Purchase and Sale Breezy estates utility system.	0.60	
12/09/2016	DNT	Review asset purchase agreement for Tropical Breeze utility system.	1.50	
12/21/2016	DNT	Telephone conference call with Colin Goff regarding tropical breeze utility purchase agreement; review and revise utility purchase agreement.	0.90	
12/22/2016	DNT	Review and finalize agreement for purchase of Tropical Breeze Estates utility service.	1.00	
		FOR CURRENT SERVICES RENDERED	4.00	780.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DAVID N. TOLCES	4.00	$195.00	$780.00

TOTAL CURRENT WORK	780.00
BALANCE DUE	$780.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905249
STATEMENT NO: 13523

Attn: Lynn Swanson

adv. 5848 Corson PL, LLC
(City of Lake Worth, etal.)

			HOURS	
12/22/2016	FLN	Reviewed newly received Complaint for Foreclosure.	0.60	
12/23/2016	FLN	Finalized review of matter and drafted responsive pleadings.	1.80	
		FOR CURRENT SERVICES RENDERED	2.40	468.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	2.40	$195.00	$468.00

TOTAL CURRENT WORK	468.00
BALANCE DUE	$468.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Goren, Cherof, Doody & Ezrol, P.A. - Dec 2016
Risk Cases

Ball, Deborah	117.00
Freeman, Luanne(False Arrest)	1,500.50
Mina, German (Slip & Fall)	1,022.00
Gregory, Mola (Slip & Fall)	1,131.00
Oldham, Dana (Fall)	594.10
Robinson, Bennie(False Arrest)	362.00
Galindez, Dennis(Slip & Fall)	3,399.45
Jenkins, Gail & Leon(Demolition)	3,596.80
Baez, Estela (Slip & Fall)	292.50
Blutcher, Pamela (MVA)	39.00
Goldman, Barry(Bike/grate accident)	2,226.50
Braswell, Jeffrey(Excessive Force)	58.50
Jackson-Evancich, Deborah	487.50
Harris, Byron(excessive force)	78.00
Goulden, Judy(injury at civic ctr)	39.00
Broberg, Leif Complaint(2015)	916.50
Dunn, Jonathan(arrest w/o probable)	117.00
Wade, George(auto accident)	5,343.80
Rabelo, Raymond	1,418.80
Caliendo, Giovanni & Emily(Code)	67.15
Shevlin, Patrick(false arrest)	877.50
Readon, Jayden,Estate(police chase)	39.00
Pleasanton, Ryan(false arrest)	214.50
Honacher, Jack(Baker Act-Police)	763.65
Ryan, Ronald(whistleblower)	3,003.00
Hill, Ashley(excessive force)	156.00
Gonzalez, Maria de Jesus(police)	39.00
Jenkins, Laquanda (Public Works)	1,131.00
Freeney, James(bide accident)	39.00
TOTAL Goren,Cherof Risk Legal Costs	29,069.75

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905032
STATEMENT NO: 13524

Attn: Lynn Swanson

adv. Ball, Deborah

Billing Category 18-RLO

			HOURS	
12/20/2016	TAD	Receipt and review of correspondence from plaintiff re: mediation. Receipt of plaintiff's medical history and records. Receipt of plaintiff mediation report. Receipt of correspondence from mediator re: mediation.	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	117.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.60	$195.00	$117.00

TOTAL CURRENT WORK	117.00
BALANCE DUE	$117.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905039
STATEMENT NO: 13525

Attn: Lynn Swanson

adv. Freeman, Luanne (False Arrest)

Billing Category: 18-RLO
Claim #001470-000348-PP-01

			HOURS	
12/01/2016	TAD	Receipt and review of correspondence from the City and adjuster re: status report.	0.10	
12/05/2016	TAD	Receipt and review of correspondence from Davis counsel re: response to discovery. Receipt of documents produced by non-party in response to subpoena.	0.70	
12/14/2016	TAD	Receipt and review of correspondence from Davis counsel re: response to claims and motion for summary judgment. Review statutes regarding arrest for potential motion for the City.	1.30	
12/15/2016	TAD	Prepare request for records from non-party subpoenas. Receipt of correspondence from plaintiff re: document production.	0.20	
12/19/2016	TAD	Receipt and review of notice of compliance with request for records. Receipt of correspondence from Davis counsel and plaintiff re: document production. Review documents provided.	0.80	
12/21/2016	SHB	Meeting with TAD re: Motion for Summary Judgment.	0.30	
12/22/2016	TAD	Receipt of correspondence from plaintiff and Davis counsel re: discovery documents and settlement issues.	0.30	
	SHB	Receive and review draft Motion for Summary Judgment and statement of facts from Kaufer. Begin review of plaintiff depo transcript.	2.00	
12/23/2016	TAD	Receipt of correspondence from plaintiff and Davis counsel re: settlement and issues. Prepare response to same.	0.20	
12/29/2016	DNM	Prepared cheat sheet with summary of all medical records received.	2.80	
		FOR CURRENT SERVICES RENDERED	8.70	1,500.50

CITY OF BOYNTON BEACH
01/04/2017
ACCOUNT NO: 306-9905039
STATEMENT NO: 13525

adv. Freeman, Luanne (False Arrest)

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	2.30	$195.00	$448.50
DANIELLA M. NORMIL	2.80	125.00	350.00
TRACEY A. DECARLO	3.60	195.00	702.00

TOTAL CURRENT WORK	1,500.50
BALANCE DUE	$1,500.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905062
STATEMENT NO: 13526

Attn: Lynn Swanson

adv. Mina, German (slip & Fall)

Billing Category: 18-RLO
Claim #001470-000340-GB-01

			HOURS	
12/06/2016	DNM	Research other address for Jose Elias.	0.60	
12/07/2016	TAD	Receipt and review of correspondence re: service on non-parties and prepare response to same.	0.20	
12/13/2016	DNM	Researched the Florida Board of Medicine website to locate address for Jose Elias.	0.70	
12/15/2016	TAD	Receipt and review of correspondence re: Deerfield Medical center records. Review records from plaintiff re: treatment. Prepare correspondence re: additional investigation needed re: subpoena to Deerfield. Receipt of correspondence re: service on plaintiff physicians. Prepare response to same.	0.50	
12/20/2016	TAD	Receipt and review of surveillance report. Prepare correspondence to investigator re: continued surveillance and issues. Prepare correspondence to the City re: surveillance. Revise trial witness and exhibit lists to include additional information and exhibits.	2.80	
12/22/2016	TAD	Prepare correspondence to investigator re: surveillance issues and receipt of response to same.	0.20	
12/23/2016	JAC	review discovery and trial related issues	0.70	
		FOR CURRENT SERVICES RENDERED	5.70	1,020.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.70	$195.00	$136.50
DANIELLA M. NORMIL	1.30	125.00	162.50
TRACEY A. DECARLO	3.70	195.00	721.50

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905062

STATEMENT NO: 13526

adv. Mina, German (slip & Fall)

11/02/2016	Parking - TAD	1.50
	Parking -	1.50
	TOTAL ADVANCES THRU 12/31/2016	1.50
	TOTAL CURRENT WORK	1,022.00
	BALANCE DUE	$1,022.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905066
STATEMENT NO: 13527

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO
Claim #001470-000341-GB-01

			HOURS	
12/08/2016	TAD	Receipt and review of request for production to City. Prepare draft responses and objections to same. Review documents from City re: maintenance manual and revisions. Prepare correspondence to City re: information needed for response to discovery. Receipt of interrogatories to City. Prepare draft answers and objections to same. Prepare correspondence to plaintiff counsel re: response to discovery and plaintiffs discovery responses.	2.30	
12/09/2016	TAD	Review documentation regarding the Plaintiffs claims and medical claims re: responses to discovery. Revise response to request for production re: additional information from the City re: activity in park on the day of the incident. Prepare privilege log for all protected documents.	1.40	
12/12/2016	TAD	Receipt and review of correspondence from plaintiff re: discovery responses and prepare response to same. Receipt of correspondence from City re: responsive documents. Prepare correspondence to public works re: maintenance records.	0.40	
12/20/2016	TAD	Telephone conference with Public Works director re: claims and maintenance issues and witnesses for response to discovery.	0.20	
12/21/2016	TAD	Receipt and review of correspondence from City re: response to request for production. Receipt of documents from City. Telephone conference with public works director re: records maintained by City. Telephone conference with Assistant Public Works director and Parks Manage re: response to interrogatories. Revise interrogatories to include additional information. Prepare correspondence to the City re: revised responses. Second telephone conference with Assistant Public Works Director re: discovery responses and revise discovery responses per additional information provided.	1.50	
		FOR CURRENT SERVICES RENDERED	5.80	1,131.00

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905066

STATEMENT NO: 13527

adv. Gregory, Mola (slip & fall)

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	5.80	$195.00	$1,131.00

TOTAL CURRENT WORK	1,131.00
BALANCE DUE	$1,131.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905069
STATEMENT NO: 13528

Attn: Lynn Swanson

adv. Oldham, Dana (fall)

Billing Category 18-RLO
Claim #001470-000346-GB-01

			HOURS	
12/01/2016	TAD	Receipt and review of correspondence re: request for status report. Reveiw discovery responses and claim information and begin draft of report.	0.90	
12/05/2016	TAD	Receipt and review of correspondence re: deposition of plaintiff. Receipt of notice of deposition of plaintiff.	0.30	
12/09/2016	TAD	Receipt and review of plaintiffs Reply to Any Kind Answer and Affirmative defenses.	0.10	
12/12/2016	TAD	Receipt and review of correspondence from plaintiff re: deposition of corporate representative. Receipt of correspondence from Any Kind counsel re: depositions and prepare response to same.	0.30	
12/13/2016	TAD	Receipt and review of interrogatories to Any Kind. Receipt of correspondence re:: areas of testimony for City and Any Kind depositions.	0.30	
12/15/2016	TAD	Receipt and review of notice of hearing on motion to dismiss. Receipt of correspondence from plaintiff re: hearings and depositions.	0.20	
12/19/2016	TAD	Receipt and review of correspondence from plaintiff counsel re: areas of testimony for City depositions and prepare response to same.	0.20	
12/20/2016	TAD	Receipt and review of plaintiffs response to request for admissions. Prepare correspondence to the plaintiff re: deposition issues. Telephone conference with City Assistant Public Works Director re: witnesses and depositions.	0.40	
12/21/2016	TAD	Telephone conference with Assistant Public Works Director re: deposition issues and potential witnesses. Receipt of correspondence from plaintiff re: depositions. Prepare correspondence to City re: deposition information.	0.30	
		FOR CURRENT SERVICES RENDERED	3.00	585.00

adv. Oldham, Dana (fall)

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	3.00	$195.00	$585.00

Photocopies	9.10
TOTAL EXPENSES THRU 12/31/2016	9.10
TOTAL CURRENT WORK	594.10
BALANCE DUE	$594.10

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905073
STATEMENT NO: 13529

Attn: Lynn Swanson

adv. Robinson, Bennie (false arrest)

Billing Category 18-RLO
Claim #001470-000336-GB-01

			HOURS	
12/07/2016	TAD	Receipt and review of order setting trial. Revise initial disclosure and prepare correspondence to Harris counsel re: same.	0.60	
12/12/2016	TAD	Receipt and review of correspondence from Harris counsel re: initial disclosure.	0.10	
12/14/2016	DNM	Received and reviewed Trial Order to prepare a trial order outline.	0.40	
12/15/2016	TAD	Receipt and review of correspondence from adjuster re: status. Review medical information and reports summary re: same.	0.80	
12/16/2016	TAD	Receipt and review if Harris initial disclosures.	0.10	
		FOR CURRENT SERVICES RENDERED	2.00	362.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.40	$125.00	$50.00
TRACEY A. DECARLO	1.60	195.00	312.00

TOTAL CURRENT WORK 362.00

BALANCE DUE $362.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905083
STATEMENT NO: 13530

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

Billing Category: 18-RLO
Claim #001470-000330-GB-01

			HOURS
12/01/2016	TAD	Receipt and review of renotice of deposition of Muney	0.10
12/02/2016	TAD	Receipt and review of correspondence from city employees re: depositions.	0.10
12/05/2016	TAD	Receipt and review of correspondence re: deposition of plaintiffs.	0.10
12/12/2016	TAD	Receipt and review of correspondence from the City's workers compensation counsel re: status and prepare response to same.	0.30
12/15/2016	DNM	Prepared all documents to send to Michael Sastre, Counsel for First Genesis.	3.80
	TAD	Receipt of correspondence from the plaintiff re: depositions of City employees and prepare response to same.	0.20
12/16/2016	DNM	Preparation of extensive documents requested from new counsel for First Genesis	2.70
	TAD	Telephone conference with First Genesis counsel re: discovery responses.	0.20
12/19/2016	DNM	Prepared materials including pleadings, depositions transcripts, and medical records to send to Michael Sastre; called the court reporter to obtain deposition transcript for mr. Mack McClendon's deposition.	3.10
12/20/2016	DNM	Received and uploaded transcript of Mack Macklendon; Continued work on obtaining documents to send to Michael Sastre.	0.60
12/21/2016	TAD	Review depositions of LeBlanc and Ramsey and police officers re: information for depositions of City employees. Review information on First Genesis including responses to discovery. Prepare memorandum re: Mootz and Brode depositions. Prepare exhibits and outline for continued depositions of First Genesis employees.	2.60
12/22/2016	DNM	Drafted cover letter to send documents to Michael Sastry; commenced deposition summary of Mack McClendon.	3.20
	TAD	Receipt and review of correspondence from First Genesis counsel re:	

adv. Galindez, Dennis (slip & fall)

			HOURS	
		McClendon depositions. Receipt of correspondence from plaintiff counsel re: deposition of plaintiff. Prepare correspondence to City re: employee depositions.	0.40	
12/23/2016	DNM	Continued working on the deposition summary of Mack McClendon.	1.50	
	TAD	Prepare correspondence to City re: depositions of City employees.	0.20	
12/27/2016	DNM	Prepared folder with documents for Mr. Cherof for the depositions in January; continued Mack McClndon's deposition summary.	2.00	
12/28/2016	DNM	Continued preparing deposition summary of Mack McClendon.	1.50	
12/29/2016	DNM	Continued working on deposition summary of Mack McClendon.	1.00	
12/30/2016	DNM	Continued working on the deposition summary of Mack McClendon.	1.00	
		FOR CURRENT SERVICES RENDERED	24.60	3,369.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	20.40	$125.00	$2,550.00
TRACEY A. DECARLO	4.20	195.00	819.00

Photocopies	30.45
TOTAL EXPENSES THRU 12/31/2016	30.45
TOTAL CURRENT WORK	3,399.45
BALANCE DUE	$3,399.45

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905093
STATEMENT NO: 13531

Attn: Lynn Swanson

adv. Jenkins, Gail and Leon (Demolition)

Billing Code: 18-RLO
Claim #001470-000382-GD-01

			HOURS
12/02/2016	RLL	Order new ownership and encumbrance report on property to determine interested parties.	0.30
12/05/2016	TAD	Review plaintiff second amended complaint and review timeline of events from city and draft answer and affirmative defenses.	2.40
12/07/2016	TAD	Review case law re: affirmative defenses and amend affirmative defenses to include additional defenses. Review case law and codes re: counterclaim and prepare exhibits for same.	2.70
12/08/2016	TAD	Revise answer and affirmative defenses. Prepare counterclaim for lien amounts.	2.60
12/09/2016	JAC	review responses to request to produce; evaluate compliance/sanctions	0.30
	TAD	Receipt and review of plaintiffs responses and objections to request for production. Review tax and property records and title searches and prepare lis pendens for claim.	0.80
12/12/2016	TAD	Prepare correspondence to City re: demolition costs and notices. Prepare revisions to counterclaim to include information from the City. Review case law re: enforcement action and review ordinances re: damages recoverable for claim. Receipt of correspondence from the City re: additional information on code case.	2.00
12/13/2016	TAD	Receipt and review of updated title search. Revise counter claim and lis pendens to include additional information. Review corporate information on defendants for service. Prepare summons for defendants.	1.60
12/14/2016	RLL	Generate and review ownership and encumbrance report on property.	0.50
	DNM	Reviewed Plaintiff's Response to Request for Production; contacted plaintiff's counsel to obtain records.	0.50
12/15/2016	RLL	Research property appraiser's website to confirm property address.	0.30

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905093

STATEMENT NO: 13531

adv. Jenkins, Gail and Leon (Demolition)

			HOURS	
12/16/2016	TAD	Prepare correspondence to the City re: answer and affirmative defenses and counterclaim.	0.30	
12/20/2016	TAD	Receipt and review of motion for extension of time. Prepare correspondence to plaintiff counsel re: same.	0.30	
	JAC	review/research regarding M/J on P's	0.30	
12/23/2016	DNM	Started reviewing medical records to organize all documents.	1.70	
		FOR CURRENT SERVICES RENDERED	16.60	3,006.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.60	$195.00	$117.00
RACHEL L LEACH	1.10	125.00	137.50
DANIELLA M. NORMIL	2.20	125.00	275.00
TRACEY A. DECARLO	12.70	195.00	2,476.50

	Photocopies	11.20
	TOTAL EXPENSES THRU 12/31/2016	11.20
12/19/2016	Clerk of the Court - E-Filing - 50113470	429.60
		429.60
12/08/2016	Attorneys' Title Fund Services, LLC - Invoice 770284460	150.00
		150.00
	TOTAL ADVANCES THRU 12/31/2016	579.60
	TOTAL CURRENT WORK	3,596.80
	BALANCE DUE	$3,596.80

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
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01/04/2017
ACCOUNT NO: 306-9905097
STATEMENT NO: 13532

Attn: Lynn Swanson

adv. Baez, Estela (slip & fall)

Billing Category 18-RLO
Claim #001470-000364-GB-01

			HOURS	
12/01/2016	TAD	Receipt and review of correspondence re: settlement and prepare response to same.	0.20	
12/05/2016	TAD	Telephone conference with plaintiff counsel re: response to offer. Receipt of correspondence from plaintiff re: counteroffer. Prepare correspondence to adjuster for condominium re: counteroffer.	0.30	
12/07/2016	TAD	Receipt and review of correspondence from Leisureville counsel re: status and prepare response to same.	0.20	
12/15/2016	TAD	Receipt and review of correspondence from Leisureville counsel re: proposed settlement offer and prepare response to same.	0.30	
12/16/2016	TAD	Receipt and review of correspondence from Leisurville adjuster re: offer and prepare response to same.	0.20	
12/19/2016	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same. Prepare correspondence to plaintiff counsel re: offer.	0.30	
		FOR CURRENT SERVICES RENDERED	1.50	292.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	1.50	$195.00	$292.50

TOTAL CURRENT WORK 292.50

BALANCE DUE $292.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905102
STATEMENT NO: 13533

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS	
12/01/2016	TAD	Receipt and review of correspondence from adjuster re: prior accident information on plaintiff.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905111
STATEMENT NO: 13534

Attn: Lynn Swanson

adv. Goldman, Barry (bike/grate accident)

Billing Category: 18-RLO
Claim #001470-000373-GB-01

			HOURS
12/01/2016	TAD	Attend the deposition of the Plaintiff. Receipt of proposal for settlement from the Plaintiff.	4.30
12/05/2016	TAD	Prepare correspondence to City re: deposition of plaintiff and offer from the plaintiff.	1.40
12/14/2016	TAD	Receipt and review of correspondence re: mediation and prepare response to same.	0.20
12/15/2016	DNM	Reviewed medical records and eval subpoena for records.	0.70
	JAC	review case status regarding mediation conference	0.70
	TAD	Receipt and review of correspondence from mediator re: mediation. Receipt of correspondence from plaintiff re: mediation and prepare response to same. Telephone conference with the City re: mediation issues.	0.30
12/16/2016	TAD	Receipt and review of notice of mediation.	0.10
12/19/2016	TAD	Prepare correspondence to the City re: mediation. Meet with DN and prepare strategy for trial preparation and depositions.	0.40
12/20/2016	JAC	review utility review/risk issue	0.30
12/22/2016	DNM	Reviewed records; emailed opposing counsel requesting dates for Dr. Zimmerman's deposition.	1.20
12/23/2016	DNM	Telephone call from plaintiff's counsel regarding the Expert deposition of Zimmerman Associates.	0.30
12/28/2016	DNM	Drafted Notice and Subpoena DT for Zimmerman's Deposition; reviewed record regarding NPNPs; drafted NPNPs.	2.80
12/29/2016	DNM	Communicated with opposing counsel regarding my follow-up email concerning deposition dates.	0.30

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905111

STATEMENT NO: 13534

adv. Goldman, Barry (bike/grate accident)

			HOURS	
12/30/2016	DNM	Finished Reviewing records to send out NPNPs.	0.50	
		FOR CURRENT SERVICES RENDERED	13.50	2,226.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.00	$195.00	$195.00
DANIELLA M. NORMIL	5.80	125.00	725.00
TRACEY A. DECARLO	6.70	195.00	1,306.50

TOTAL CURRENT WORK	2,226.50
BALANCE DUE	$2,226.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905114
STATEMENT NO: 13535

Attn: Lynn Swanson

adv. Braswell, Jeffrey (excessive force)

Billing Category 18-RLO
Claim #001470-000378-PP-03

			HOURS	
12/23/2016	TAD	Receipt of correspondence re: demand. Review demand from claimant.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.30	$195.00	$58.50

TOTAL CURRENT WORK 58.50

BALANCE DUE $58.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
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01/04/2017
ACCOUNT NO: 306-9905115
STATEMENT NO: 13536

Attn: Lynn Swanson

adv. Jackson - Evancich, Deborah

Billing Category: 18-RLO
Claim #001470-000329-GB-01

			HOURS	
12/16/2016	TAD	Extended telephone conference with plaintiff counsel re: claims and potential settlement. Review information on claim re: settlement.	0.50	
12/19/2016	TAD	Prepare correspondence to City re: settlement of claim. Receipt and review of correspondence from City and adjuster re: settlement.	0.20	
12/20/2016	TAD	Receipt and review of correspondence from plaintiff re: settlement and prepare response to same.	0.20	
12/22/2016	TAD	Prepare proposed settlement agreement and release. Prepare correspondence to plaintiff re: same. Receipt of correspondence from plaintiff re: settlement.	1.60	
		FOR CURRENT SERVICES RENDERED	2.50	487.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	2.50	$195.00	$487.50

TOTAL CURRENT WORK	487.50
BALANCE DUE	$487.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905117
STATEMENT NO: 13537

Attn: Lynn Swanson

adv. Harris, Byron (excessive force)

Billing Category: 18-RLO
Claim #001470-000378-PP-01

			HOURS	
12/12/2016	TAD	Receipt and review of order from Court re: pending motions and receipt of correspondence re: same.	0.20	
12/20/2016	JAC	review closeout with TD	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.20	$195.00	$39.00
TRACEY A. DECARLO	0.20	195.00	39.00

TOTAL CURRENT WORK 78.00

BALANCE DUE $78.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905120
STATEMENT NO: 13538

Attn: Lynn Swanson

adv. Goulden, Judy (Injury at civic Center)

Billing Category 18-RLO
Claim #001470-000375-GB-01

			HOURS	
12/07/2016	TAD	Receipt and review of correspondence from City and adjuster re: demand. Receipt of demand letter.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905124
STATEMENT NO: 13539

Attn: Lynn Swanson

Broberg, Leif Complaint (2015)

Billing Category: 18-RLO
Claim #001470-000390-EP-01

			HOURS	
12/05/2016	SHB	Receive and review discovery request; review documents in file for responsive documents.	1.00	
12/16/2016	TAD	Receipt and review of correspondence from outside counsel re: answer. Review answer and affirmative defenses. Prepare correspondence to outside counsel re: same.	0.40	
12/18/2016	JAC	Review pleading and discovery status	0.80	
12/20/2016	JAC	review discovery and case status; miscellaneous legal research regarding same; update research for discussion with LR; review interrogatories response	0.90	
12/23/2016	TAD	Receipt of correspondence from outside counsel re: response to request for production. Review proposed amended responses. Review documents to be produced. Prepare correspondence to outside counsel re: response to discovery and issues with amended response.	1.60	
		FOR CURRENT SERVICES RENDERED	4.70	916.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.70	$195.00	$331.50
SHANA H. BRIDGEMAN	1.00	195.00	195.00
TRACEY A. DECARLO	2.00	195.00	390.00

TOTAL CURRENT WORK 916.50

BALANCE DUE $916.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905131
STATEMENT NO: 13540

Attn: Lynn Swanson

adv.Dunn, Jonathan (arrest without probable cause)

Billing Category: 18-RLO
Claim #001470-000379-PP-01

			HOURS	
12/19/2016	TAD	Review trail order re: mediation issues. Prepare correspondence to Munro counsel re: motion to dismiss and receipt of response re: same.	0.30	
12/20/2016	TAD	Receipt and review correspondence re: motion to dismiss. Receipt of motion. Prepare correspondence to Munro counsel re: motion.	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	117.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.60	$195.00	$117.00

TOTAL CURRENT WORK 117.00

BALANCE DUE $117.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905132
STATEMENT NO: 13541

Attn: Lynn Swanson

adv. Wade, George (auto accident)

Billing Category: 18-RLO
Claim #001470-000380-AB-01

			HOURS
12/01/2016	DNM	Preparation of Trial binder for Calendar Call and Jury instructions.	3.90
	DNM	Telephone call to JA regarding our position on the docket.	0.20
	DNM	Telephone call to Dr. Roush's office regarding setting deposition dates.	0.20
	DNM	Telephone call to Dr. Krost's office regarding setting deposition dates.	0.20
	DNM	Finishing trial binder.	1.10
	TAD	Receipt and review of correspondence re: plaintiff physicians. Prepare response to same. Telephone conference with plaintiff counsel re: calendar call.	0.50
12/02/2016	DNM	Prepared materials to send to Dr. Z. per request.	1.10
	DNM	Drafted letter to Dr. Z. regarding requested records for her review.	0.20
	TAD	Attend calendar call. Telephone conference with plaintiff counsel re: status and claims. Receipt of order resetting trial.	4.30
12/05/2016	JAC	review deposition and prep for closed door; review trial order; review pleadings	1.00
12/08/2016	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same.	0.30
12/09/2016	TAD	Extended telephone conference with mediator re: mediation issues and claims. Prepare correspondence to plaintiff counsel re: photographs and surveillance of plaintiff.	0.40
12/15/2016	DNM	Reviewed trial order to set up new upcoming dates for trial	0.50
	TAD	Review deposition of the plaintiff and exhibits to same. Review surveillance and medical information prepare information for mediation. Prepare correspondence to plaintiff counsel re: mediation issues and documents. Prepare outline for mediation opening.	1.80
12/16/2016	TAD	Extended telephone conference with adjuster re: claims status. Telephone conference with the City re: same. Prepare correspondence to the City re: mediation information.	0.80

adv. Wade, George (auto accident)

			HOURS	
12/19/2016	DNM	Reviewed our notes to find information for serving subpoena to Deerfield ; Prepared Mediation Binder for Tracy for the scheduled Mediation; Commenced summary of George Wade's Deposition.	4.10	
12/20/2016	DNM	Continued work on George Wade's Deposition Summary; Communicated with Opposing Counsel regarding Response to Request for Production.	2.00	
12/21/2016	DNM	Prepared binder for mediation with opposing counsel; finished deposition summary of George Wade.	3.40	
	TAD	Receipt and review of plaintiff's response to request for production and receipt of document produced. Reveiw deposition summary of plaintiff re: lost wage claims for mediation.	0.30	
12/22/2016	DNM	Receipt and reviewed new medical chart for George Wade produced from the mediation.	0.60	
	TAD	Telephone conference with plaintiff counsel re: mediation. Attend mediation of claims.	4.80	
	JAC	review with TD regarding mediation issues	0.30	
12/23/2016	DNM	Receipt and reviewed record from Dr. Kabinoff and forwarded invoice to be processed.	0.50	
	TAD	Receipt of correspondence re: mediation and prepare response to same. Receipt of mediation report.	0.30	
12/27/2016	DNM	Review of new trial order to create trial order outline.	1.10	
		FOR CURRENT SERVICES RENDERED	33.90	4,923.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.30	$195.00	$253.50
DANIELLA M. NORMIL	19.10	106.68	2,037.50
TRACEY A. DECARLO	13.50	195.00	2,632.50

	Photocopies	202.30
	TOTAL EXPENSES THRU 12/31/2016	202.30
12/27/2016	Dr. Gary S. Kabinoff - Copy of Records	205.50
		205.50
11/08/2016	Parking - TAD	12.50
	Parking -	12.50
	TOTAL ADVANCES THRU 12/31/2016	218.00

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905132

STATEMENT NO: 13541

adv. Wade, George (auto accident)

TOTAL CURRENT WORK	5,343.80
BALANCE DUE	$5,343.80

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905166
STATEMENT NO: 13542

Attn: Lynn Swanson

adv. Rabelo, Raymond

Billing Category: 18-RLO
Claim #001470-000391-GB-01

			HOURS	
12/01/2016	TAD	Receipt and review of interrogatories to Plaintiff. Receipt of request for production to plaintiff.	0.20	
12/02/2016	TAD	Receipt and review of correspondence from Meadows counsel re: mediation. Telephone conference with plaintiff counsel re: motion for summary judgment.	0.30	
12/05/2016	TAD	Receipt and review of correspondence from plaintiff re: motion for summary judgment and prepare response to same. Receipt of correspondence re: Alvardo deposition and prepare response to same. Review deposition of Alford re: information on Alvarado.	0.50	
12/12/2016	TAD	Review motion for summary judgment and case law and depositions and prepare for hearing on same. Prepare proposed order on motion.	1.30	
12/13/2016	TAD	Telephone conference with Plaintiff counsel re: motion for summary judgment and order. Prepare correspondence to plaintiff counsel re: proposed order. Telephone conference with Meadows counsel re: motion for summary judgment. Receipt of correspondence from plaintiff counsel re: changes to order and revise order.	0.80	
12/14/2016	TAD	Attend hearing on City's Motion for Summary Judgment.	3.80	
	JAC	call with TD regarding Rabelo Order and email CIty Manager	0.20	
		FOR CURRENT SERVICES RENDERED	7.10	1,384.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.20	$195.00	$39.00
TRACEY A. DECARLO	6.90	195.00	1,345.50

CITY OF BOYNTON BEACH

01/04/2017
ACCOUNT NO: 306-9905166
STATEMENT NO: 13542

adv. Rabelo, Raymond

Photocopies	34.30
TOTAL EXPENSES THRU 12/31/2016	34.30
TOTAL CURRENT WORK	1,418.80
BALANCE DUE	$1,418.80

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905171
STATEMENT NO: 13543

Attn: Lynn Swanson

adv. Caliendo, Giovanni & Emily (code violation)

Billing Category: 18-RLO
Claim #001470-000400-PI-01

			HOURS	
12/01/2016	TAD	Receipt and review of correspondence from adjuster re: status. Prepare response re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.30	$195.00	$58.50

	Photocopies	3.15
	TOTAL EXPENSES THRU 12/31/2016	3.15
11/16/2016	Parking - TAD	5.50
	Parking -	5.50
	TOTAL ADVANCES THRU 12/31/2016	5.50
	TOTAL CURRENT WORK	67.15
	BALANCE DUE	$67.15

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905186
STATEMENT NO: 13544

Attn: Lynn Swanson

adv. Shevlin, Patrick (false arrest)

Billing Category: 18-RLO
Claim #001470-000395-PP-01

			HOURS	
12/01/2016	TAD	Review report and claim and complaint re: response. Review case law re: battery claims for response.	1.30	
12/02/2016	TAD	Prepare motion to dismiss complaint. Prepare request for production to plaintiff. Prepare interrogatories to plaintiff. Prepare correspondence to city re: motion and status.	3.20	
		FOR CURRENT SERVICES RENDERED	4.50	877.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	4.50	$195.00	$877.50

TOTAL CURRENT WORK 877.50

BALANCE DUE $877.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905190
STATEMENT NO: 13545

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS	
12/22/2016	TAD	Receipt and review of correspondence from City re: IA investigation and prepare correspondence to adjuster re: same.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905191
STATEMENT NO: 13546

Attn: Lynn Swanson

adv. Pleasanton, Ryan Paul (false arrest)

Billing Category: 18-RLO
Claim #001470-000397-PI-01

			HOURS	
12/15/2016	TAD	Receipt and review of correspondence from adjuster re: status. Review claim information re: status of pending criminal action and prepare correspondence to city and adjuster re: same.	0.60	
12/16/2016	TAD	Receipt and review of correspondence from adjuster re: claim letter. Review file re: information requested by adjuster and prepare correspondence to adjuster with correct claim information and stature.	0.30	
12/19/2016	TAD	Receipt and review of correspondence from adjuster re: status. Prepare correspondence to the City re: investigation.	0.20	
		FOR CURRENT SERVICES RENDERED	1.10	214.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	1.10	$195.00	$214.50

TOTAL CURRENT WORK 214.50

BALANCE DUE $214.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905215
STATEMENT NO: 13547

Attn: Lynn Swanson

adv. Honacher, Jack (Baker Act - Police)

Billing Category: 18 - RLO

			HOURS	
12/19/2016	TAD	Review motion to quash and statute and plaintiffs response and prepare for hearing on same. Prepare proposed order on motion for hearing.	0.60	
12/21/2016	TAD	Attend hearing on City's Motion to Quash. Prepare correspondence to the City re: same.	3.30	
		FOR CURRENT SERVICES RENDERED	3.90	760.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	3.90	$195.00	$760.50

Photocopies	3.15
TOTAL EXPENSES THRU 12/31/2016	3.15
TOTAL CURRENT WORK	763.65
BALANCE DUE	$763.65

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905216
STATEMENT NO: 13548

Attn: Lynn Swanson

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470-000410-EP-01

			HOURS
12/09/2016	TAD	Receipt and review of plaintiffs IA and personnel files regarding response to discovery. Review information on plaintiff re: workers compensation claims and prior evaluations.	4.30
12/13/2016	TAD	Receipt and review of correspondence from City re: additional records. Review request for production to CIty and prepare draft objections and answers to same. Receipt of interrogatories to City and prepare draft responses to same.	2.30
12/14/2016	TAD	Revise discovery responses re: additional information from the City.	0.60
12/15/2016	TAD	Receipt and review of correspondence from DeGuiligo re: response to request for production. Prepare correspondence to city re: additional information needed to respond to discovery. Review additional documents from the City re: investigation and claims. Revise discovery responses to include additional information.	2.70
12/19/2016	TAD	Receipt and review of correspondence from police department re: questions regarding request for production and prepare response to same.	0.20
12/20/2016	TAD	Receipt and review of additional documents from the City re: response to request for production. Revise discovery responses to include additional documents and objections. Review EEOC information and case law re: required and protected disclosures. Prepare correspondence to City re:: interrogatory answers.	2.80
12/21/2016	TAD	Receipt and review of correspondence from police department re: response to request for production and questions re: same. Prepare response to correspondence.	0.20
12/23/2016	TAD	Telephone call to plaintiff counsel re: discovery. Prepare correspondence re: same. Review prior evaluations and discipline of plaintiff re: response to discovery.	2.30

CITY OF BOYNTON BEACH

01/04/2017

ACCOUNT NO: 306-9905216

STATEMENT NO: 13548

adv. Ryan, Ronald (whistleblower PD)

	HOURS	
FOR CURRENT SERVICES RENDERED	15.40	3,003.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	15.40	$195.00	$3,003.00

TOTAL CURRENT WORK	3,003.00
BALANCE DUE	$3,003.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905233
STATEMENT NO: 13549

Attn: Lynn Swanson

adv. Hill, Ashley (Police-excessive force)

Billing Category: 18 - RLO
Claim #001470-000378-PP-02

			HOURS	
12/13/2016	TAD	Receipt and review of correspondence from City re: claim and demand. Receipt of demand letter from Hill.	0.20	
12/15/2016	TAD	Receipt and review of correspondence from adjuster re: demand letter. Receipt of demand letter. Receipt of correspondence from the City re: status of claim and negotiations. Receipt of information from the excess adjuster re: settlement discussions with claimant.	0.40	
12/19/2016	TAD	Receipt and review of correspondence from outside counsel re: settlement negotiations.	0.20	
		FOR CURRENT SERVICES RENDERED	0.80	156.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.80	$195.00	$156.00

TOTAL CURRENT WORK 156.00

BALANCE DUE $156.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905234
STATEMENT NO: 13550

Attn: Lynn Swanson

adv. Gonzalez, Maria de Jesus (police)

Billing Category: 18 - RLO
Claim #001470-000-416-PP-01

			HOURS	
12/01/2016	TAD	Receipt and review correspondence from adjuster re: settlement. Prepare response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905244
STATEMENT NO: 13551

Attn: Lynn Swanson

adv. Jenkins, Laquanda (Public Works)

Billing Category: 18-RLO
Claim #

			HOURS	
12/23/2016	TAD	Receipt of correspondence from City and adjuster re: status and information on claims. Review coheres from code department re: status and claims. Prepare response to adjuster questions.	0.80	
12/27/2016	FLN	Reviewed file documents; T/C with insurance adjuster Mary Krhovsky re: claim against City; follow-up calls and emails re: this matter to Marry and Erin Dunn; scheduled conference call with all relevant parties for the 12/28.	2.00	
12/28/2016	FLN	T/C/C with adjuster Mary Krhovsky and Erin Dunn and another employee from City's utilities' department re: this matter; follow-up call and email to Mary after T/C/C.	1.50	
12/29/2016	FLN	Email follow-ups to Chris Yannuzzi, former code coordinator re: this matter; and to Jim Cherof; reviewed notes from T/C/C of 12/28 sent by Mary Krhovsky and responded accordingly to Mary.	0.70	
12/30/2016	FLN	Follow-up email and call to insurance adjuster on status of communication with City code staff and re: future scheduling of T/C/C with city code staff involved in this matter; reviewed and responded to email from Christopher Yannuzzi re: this matter.	0.80	
		FOR CURRENT SERVICES RENDERED	5.80	1,131.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.80	$195.00	$156.00
FARAH L. NERETTE	5.00	195.00	975.00

TOTAL CURRENT WORK 1,131.00

BALANCE DUE $1,131.00

CITY OF BOYNTON BEACH

01/04/2017
ACCOUNT NO: 306-9905244
STATEMENT NO: 13551

adv. Jenkins, Laquanda (Public Works)

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/04/2017
ACCOUNT NO: 306-9905245
STATEMENT NO: 13552

Attn: Lynn Swanson

adv. Freeney, James (bike accident)

Billing Category: 15-RLO
Claim #001470-000420-GB-01

			HOURS	
12/07/2016	TAD	Receipt and review of correspondence from the City and adjuster re: photographs. Reveiw photographs of condition and park.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.20	$195.00	$39.00

TOTAL CURRENT WORK 39.00

BALANCE DUE $39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Lewis, Stroud & Deutsch, PL-Dec 2016	
Risk-Outside Counsel	
Broberg v City, Police	5,072.00
Roberts, Reynolds, Bedard & Tuzzio, PLLC-Nov 2016	
Kimsey v City & Brooks	33.00
Freeman v City	4,946.14
Harris v City	3,604.62
Broberg v City	7,029.50
	15,613.26
TOTAL Dec 2016 Outside Counsel - Risk	20,685.26

Lewis, Stroud & Deutsch, PL
1900 Glades Road
Suite 251
Boca Raton, FL 33431
Tel 561-826-2800 Fax 561-826-2828

January 3, 2017

Invoice

City of Boynton Beach
Director of HR & Risk Management - Julie
Oldbury
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

In Reference To: Leif Broberg v. City of Boynton Beach, Jeffrey Katz & Suzanne Crawford
Email Invoice to Julie at City of Boynton Beach
oldburyj@bbfl.us

Invoice # 6327
Federal ID #
20-338-5521

For Professional Services Rendered:

			Hours	Amount
12/1/2016	HL	Receipt and review Defendant, City of Boynton Beach's Reply to Plaintiff's Response and Memorandum of Law in Opposition to Defendant City of Boynton Beach's Motion to Dismiss Amended Complaint.	0.20	33.00
	MN	Draft affidavit of Suzanne Crawford	1.60	264.00
	~~MN~~	~~Draft affidavit of Suzanne Crawford~~	~~1.60~~	~~264.00~~
12/5/2016	HL	Draft correspondence to Assistant Chief Crawford advising Defendant's Motion to Dismiss is scheduled for hearing on January 13, 2017 at 10:00am.	0.10	16.50
	HL	Receipt and review correspondence from Adrian Alvarez, Esq. requesting dates of availability in February 2017 to schedule Assistant Chief Crawford's and Chief Katz's depositions.	0.10	16.50
12/7/2016	HL	Receipt and review Notice of Service of Plaintiff's First Set of Interrogatories on Defendant, City of Boynton Beach and Interrogatories.	0.30	49.50
	HL	Receipt and review correspondence from Adrian Alvarez, Esq. advising of dates of availability of Leif Broberg and Amy Broberg.	0.10	16.50
	HL	Receipt and review Order on Defendant, City of Boynton Beach's Motion to Dismiss Plaintiff's Amended Complaint or in the Alternative, Motion for More Definite Statement.	0.10	16.50
	HL	Receipt and review Re-Notice of Taking Deposition of Leif Broberg rescheduled from December 19, 2016 to January 31, 2016	0.10	16.50
	HL	Receipt and review Notice of Taking Deposition of Amy Brobreg scheduled for February 8, 2017.	0.10	16.50
	GO	Review and analyze Order on Defendant, City of Boynton Beach's Motion to Dismiss Plaintiff's Amended Complaint or, in the Alternative, Motion for More Definite Statement. Mr. Oldehoff attended the hearing and reviewed the order.	0.10	16.50
12/14/2016	HL	Draft correspondence to Assistant Chief Suzanne Crawford requesting her availability for deposition dates requested by Plaintiff's counsel.	0.10	16.50
	HL	Receipt and review Plaintiff's Request for Copies to Defendant, City of Boynton Beach.	0.10	16.50
	MN	Review and analyze recorded meeting between city manager and Broberg and his attorney for motion for summary judgment	3.20	528.00
	HL	Receipt and Review Plaintiff's Notice of Serving and their Better Answers to Defendant City of Boynton Beach's Interrogatories Numbered 3, 11 & 12 Pursuant to Court's Order Dated November 22, 2016.	0.30	49.50

			Hours	Amount
12/14/2016	MN	Review and analyze plaintiffs better answers to City's interrogatories and comparison to plaintiffs previous interrogatory answers	0.60	99.00
	MN	Draft request for copies of records that were subpoenaed by the City	0.20	33.00
	MN	Review and analyze plaintiffs better answers to City's interrogatories and comparison to plaintiffs previous interrogatory answers	0.60	99.00
	MN	Draft request for copies of records that were subpoenaed by the City	0.20	33.00
12/16/2016	MN	Review and analyze audio statement of Sergeant Cannon about incident on May for 2015 to prepare for trial	2.50	412.50
12/19/2016	HL	Receipt and review Defendant, City of Boynton Beach's Answer and Affirmative Defenses to Plaintiff's Amended Complaint.	0.40	66.00
	MN	Review and analyze? Answers to plaintiffs interrogatories by city	0.30	49.50
	MN	Review and analyze investigation statement of plaintiff.	3.60	594.00
12/21/2016	HL	Receipt and review Second Re-Notice of Taking Deposition of Leif Broberg changing location only.	0.10	16.50
	HL	Receipt and review Re-Notice of Taking Deposition of Amy Broberg changing location only.	0.10	16.50
	HL	Receipt and review Notice of Taking Deposition of Chief Jeffrey Katz scheduled for January 23, 2017 & January 24, 2017.	0.10	16.50
	MN	Review and analyze audio investigation tapes of plaintiff and Suzanne Crawford	5.90	973.50
12/22/2016	HL	Receipt and review Notice of Taking Deposition of Assistance Chief Suzanne Crawford scheduled for February 7, 2017.	0.10	16.50
	HL	Draft correspondence to Assistant Chief Crawford scheduling her pre-deposition conference at our office on February 2, 2017.	0.10	16.50
12/23/2016	HL	Receipt and review Plaintiff's Motion to Strike Defendant City of Boynton Beach's Affirmative Defenses.	0.20	33.00
	MN	Review and analyze plaintiffs deposition on the issue of actions that could be construed as fear inducing	2.80	462.00
12/27/2016	HL	Receipt and review Notice of Hearing on Plaintiff's Motion to Strike Defendant, City of Boynton Beach's Affirmative Defenses scheduled for February 14, 2017.	0.10	16.50
	GO	Review and analyze deposition transcripts from the Harris case (Major Harris, Peanut Harris, Captain DiGiulio) to see if they confirm Broberg's answers to interrogatories with regard to each person and his claim as to their knowloedge and testimony	1.20	198.00
12/30/2016	MN	Draft continuation on defendants motion for summary judgment	2.90	478.50
	Total	professional services rendered	30.10	$4,966.50

Disbursements Incurred:

12/16/2016	GO	Parking at Courthouse for hearing on Defendant, City's Motion to Compel and Plaintiff's Objections on November 22, 2106.	3.00
12/30/2016	HL	Copying costs	102.50
	Total Disbursements Incurred:		$105.50

Total amount of this bill 1 Hrs $4,808.00 ~~$5,072.00~~

Previous balance $18,678.06

	Amount
Accounts receivable transactions	
12/27/2016 Payment - Thank You No. 0133457616	($18,678.00)
Total payments and adjustments	($18,678.00)
Balance due	**$5,072.06**

14pd #4808.00

Current	30 Days	60 Days	90 Days	120 Days
5,072.00	0.06	0.00	0.00	0.00

Invoice Summary

Name	Hours	Rate	Amount
Gary Oldehoff	1.30	165.00	$214.50
Harriet Lewis	2.80	165.00	$462.00
Marvin Nodel	26.00	165.00	$4,290.00

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve release of two restoration bonds in the amount of $49,774.89 (Phase 1A) and $22,775.12 (Phase 1B) for the site restoration of Cortina at Boynton Village Project.

EXPLANATION OF REQUEST:
In December, 2015 the City received two bonds associated with the site restoration at Boynton Village Phase 1A and 1B, in the amount of $49,774.89 and $22,775.12, respectively in association with permit 15-3904.

The Public Works Department Engineering Division requests release of:

- Performance Bond #0694131 in the amount of $49,774.89, and
- Performance Bond #0694132 in the amount of $22,775.12.

Both bonds were for the site restoration of Cortina at Boynton Village Phase 1A and 1B, respectively.

The Public Works Engineering Division inspected the improvements and found no items needing correction.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Other	Engineers Certification
	Other	City Final Inspection Report
	Other	Performance Bond #0694131
	Other	Performance Bond #0694132

REVIEWERS:

Department	Reviewer	Action	Date
Public Works-Engineering	Livergood, Jeffrey	Approved	1/18/2017 - 4:13 PM
Finance	Howard, Tim	Approved	1/23/2017 - 10:54 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:13 PM

SCHNARS
ENGINEERING CORPORATION

Jeffrey T. Schnars, P.E.
President

James W. Mahannah, P.E.
Vice President

November 4, 2016

Frantz LaFontant
Engineering Division
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

RE: Cortina at Boynton Village – Phase 1
Schnars Engineering Corporation Project No. 04173

Frantz:

As a registered professional engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the paving, grading, and drainage improvements for the above referenced project, based on field reviews under my responsible charge, have been constructed in substantial conformance with the approved construction plans. Attachments to this completion statement are as follows:

1. Density Reports for the Greenway, Audace Avenue and City park.
2. Two copies of the Paving, Grading, and Drainage as-builts.

Please do not hesitate to contact me if you should have any questions or require additional information.

Sincerely,

SCHNARS ENGINEERING CORP.

11.4.2016

JEFFREY THOMAS SCHNARS LICENSE No. 46697 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeffrey T. Schnars, P.E.
President
Civil Engineer
FL Registration No. 46697
For the Firm
Certificate of Authorization No. 6640

The City of Boynton Beach

P.O. Box 310
Boynton Beach, Florida 33425-0310
PUBLIC WORKS DEPARTMENT
Engineering Division
Phone (561) 742-6980
Fax (561) 742-6285
www.boynton-beach.org

OFFICE OF THE CITY ENGINEER

Final Permit Inspection Report

Date: 12/12/16

Permit No.: 15-3904

Inspection Date: Dec 2, 2016

Applicant: Schnars Engineering Corp

Description of Work: Clearing | Grubbing | Drainage and paving for PH1A / PH-1B

Remarks:

All the required improvements such as:
Grading
Paving
Drainage
Curbing for the site
were completed and accepted to the conditions of the permit.

Sincerely,

Frantz LaFontant
Engineering Plans Analyst/Inspector

Bond No. 0694131

EXHIBIT "N-3"
(LDR, Chap. 2, Art. III, Sec. 6.C.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], BR Cortina Acquisition, LLC, hereinafter call PRINCIPAL, and International Fidelity Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter called CITY, the full and just sum of Forty-Nine Thousand Seven Hundred Seventy-Four and 89/100 U. S. Dollars ($ 49,774.89), lawful money of the United States of America, to be paid to the City of Boynton Beach, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the recording of a certain subdivision plat known as Cortina PUD Replat Two, and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting and Required Improvements Regulations, Chapter 2, Article III, Section 2 C.2.c, and Chapter 4, Article VIII, Section 2 and 3 respectively of the Land Development Regulations of the City of Boynton Beach, hereinafter the REGULATIONS, pertaining to said subdivision;] or

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the construction of a certain project known as Cortina at Boynton Village, and such project shall construct and install the required public improvements to support the Project pursuant to the terms of the Permit,] and

WHEREAS, PRINCIPAL has been issued that certain [Land Development Permit for Phase 1A] [Land Development Permit] Number tbd, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its][his][her][their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, it shall remain in full force and effect.

The PRINCIPAL and CITY agree that the City Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS within the time specified, the SURETY, upon thirty (30) days written notice from the CITY or its authorized agent or officer, of the default, to the PRINCIPAL or its authorized agent or officer, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential. Should the SURETY fail or refuse to perform and complete the said improvements, CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and/or SURETY, or both at law and in equity including specifically the specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event CITY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this 9th day of December, 2015.

(CORPORATE SEAL)

BR Cortina Acquisition, LLC
By: BlackRock Residential Opportunity Fund Operating Partnership, L.P., a Delaware limited partnership, its Sole Member
By: BlackRock Residential Opportunity Fund GP LLC, a Delaware limited liability company, its General Partner
By: BlackRock Realty Advisors, Inc., a Delaware corporation, its Sole Member
By: _____
Philip Mader, Authorized Signatory

ATTEST:
Claudia Webb

(Impressionable corporate seal)

Bond No. 0694131

ADDRESS: c/o BlackRock
400 Howard Street
San Francisco, CA 94105

STATE OF California)
COUNTY OF San Francisco)

BEFORE ME personally appeared Philip Maden who is personally known to me, or has produced CDL as identification, and who executed the foregoing instrument as [Vice] President of _____, a corporation, and severally acknowledged to and before me that [he][she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 11 day of Dec, 2015.

My commission expires:
FEB. 11, 2017

Jill Marie Davis
Notary Public

(Seal)

-OR-

JILL MARIE DAVIS
Commission # 2007152
Notary Public - California
San Francisco County
My Comm. Expires Feb 11, 2017

~~(INDIVIDUAL PRINCIPAL)~~

WITNESS: _____ BY: _____

_____ ADDRESS: _____

_____

(SURETY SIGNATURE BLOCK)

International Fidelity Insurance Company, SURETY

WITNESS: _____
S. Nicole Evans

BY: _____
Mark M. Munekawa, Attorney-in-Fact, Lic# P116351

ADDRESS: 2999 Oak Road, Suite 820

Walnut Creek, CA 94597

Bond No. 0694131

STATE OF California)
COUNTY OF San Francisco)

BEFORE ME personally appeared Mark M. Munekawa who[is][~~are~~] personally known to me ~~or [has][have] produced [and~~ ~~respectively] as identification~~, and who executed the foregoing instrument, and acknowledged before me that [he][~~she~~][~~they~~] executed said instrument for the purpose expressed therein.

WITNESS my hand and official seal this 9th day of December, 2015.

My commission expires: June 24, 2019

Notary Public - Nerissa S. Bartolome

(Seal)

NERISSA S. BARTOLOME
Commission # 2113190
Notary Public - California
San Francisco County
My Comm. Expires Jun 24, 2019

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation **organized** and **existing under** the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NERISSA S. BARTOLOME, ROGER C. DICKINSON, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, STANLEY D. LOAR, NANCY L. HAMILTON, YVONNE RONCAGLIOLO

CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9th day of December, 2015.

MARIA BRANCO, Assistant Secretary

Bond No. 0694132

EXHIBIT "N-3"
(LDR, Chap. 2, Art. III, Sec. 6.C.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], BR Cortina Acquisition, LLC, hereinafter call PRINCIPAL, and International Fidelity Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter called CITY, the full and just sum of Twenty-Two Thousand Seven Hundred Seventy-Five and 12/100 U. S. Dollars ($ 22,775.12), lawful money of the United States of America, to be paid to the City of Boynton Beach, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the recording of a certain subdivision plat known as Cortina PUD Replat Two, and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting and Required Improvements Regulations, Chapter 2, Article III, Section 2 C.2.c, and Chapter 4, Article VIII, Section 2 and 3 respectively of the Land Development Regulations of the City of Boynton Beach, hereinafter the REGULATIONS, pertaining to said subdivision;] or

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the construction of a certain project known as Cortina at Boynton Village, and such project shall construct and install the required public improvements to support the Project pursuant to the terms of the Permit,] and

WHEREAS, PRINCIPAL has been issued that certain [Land Development Permit for Phase 1B] [Land Development Permit] Number tbd, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its][his][her][their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, it shall remain in full force and effect.

The PRINCIPAL and CITY agree that the City Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS within the time specified, the SURETY, upon thirty (30) days written notice from the CITY or its authorized agent or officer, of the default, to the PRINCIPAL or its authorized agent or officer, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential. Should the SURETY fail or refuse to perform and complete the said improvements, CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and/or SURETY, or both at law and in equity including specifically the specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event CITY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this 9th day of December, 2015.

(CORPORATE SEAL)

BR Cortina Acquisition, LLC
By: BlackRock Residential Opportunity Fund Operating Partnership, L.P., a Delaware limited partnership, its Sole Member
By: BlackRock Residential Opportunity Fund GP LLC, a Delaware limited liability company, its General Partner
By: BlackRock Realty Advisors, Inc., a Delaware corporation, its Sole Member
By: _____
Philip Mader, Authorized Signatory

ATTEST:
Claudia Webb

(Impressionable corporate seal)

Bond No. 0694132

ADDRESS: c/o BlackRock
400 Howard Street
San Francisco, CA 94105

STATE OF California)
COUNTY OF San Francisco)

BEFORE ME personally appeared Philip Mader who is personally known to me, or has produced CDL as identification, and who executed the foregoing instrument as [Vice] President of _____, a corporation, and severally acknowledged to and before me that [he][she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 11 day of Dec, 2015.

My commission expires:
Feb. 11, 2017

Jill Marie Davis
Notary Public

(Seal)

-OR-

JILL MARIE DAVIS
Commission # 2007152
Notary Public - California
San Francisco County
My Comm. Expires Feb 11, 2017

~~(INDIVIDUAL PRINCIPAL)~~

WITNESS: _____ BY: _____

_____ ADDRESS: _____

_____

(SURETY SIGNATURE BLOCK)

International Fidelity Insurance Company, SURETY

WITNESS: _____
S. Nicole Evans

BY: _____
Mark M. Munekawa, Attorney-in-Fact, Lic# P116351

ADDRESS: 2999 Oak Road, Suite 820

Walnut Creek, CA 94597

Bond No. 0694132

STATE OF California)
COUNTY OF San Francisco)

BEFORE ME personally appeared Mark M. Munekawa who[is][~~are~~] personally known to me ~~or [has][have] produced~~ ---------- ~~[and~~ ----------, ~~respectively]--as identification~~, and who executed the foregoing instrument, and acknowledged before me that [he][~~she~~][~~they~~] executed said instrument for the purpose expressed therein.

WITNESS my hand and official seal this 9th day of December, 2015.

My commission expires: June 24, 2019

Nerissa S. Bartolome
Notary Public - Nerissa S. Bartolome

NERISSA S. BARTOLOME
Commission # 2113190
Notary Public - California
San Francisco County
My Comm. Expires Jun 24, 2019

(Seal)

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NERISSA S. BARTOLOME, ROGER C. DICKINSON, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, STANLEY D. LOAR, NANCY L. HAMILTON, YVONNE RONCAGLIOLO

CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of December, 2012.

MARIA BRANCO, Assistant Secretary

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Accept first quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY16-17.

EXPLANATION OF REQUEST:
Per the City's Management Agreement with the Schoolhouse Children's Museum, the Executive Director shall submit a quarterly report to the City Commission on all of its activities, revenues and expenditures at a regularly scheduled Commission Meeting.

Report covers October 1, 2016 through December 31, 2016.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None

FISCAL IMPACT: Budgeted None

ALTERNATIVES: Do not accept the report.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	1st Quarter Report - FY16/17

REVIEWERS:

Department	Reviewer	Action	Date

Library	Clark, Craig	Approved	1/19/2017 - 7:43 AM
Finance	Howard, Tim	Approved	1/20/2017 - 8:23 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:14 PM

Schoolhouse Children's
MUSEUM & LEARNING CENTER

Quarterly Report

FY '16/'17

1st Quarter

General Operations

The first quarter of the fiscal year showed improvement in Admissions and Facilities/Parties income compared with 1st quarter '15/'16. Overall Visitation was up 10%, however, Program and Group income was flat. The number of Memberships sold was flat, though line item income was lower as a result of membership categories sold. Visitation and program income was marginally affected at the beginning of the quarter due to Hurricane Matthew. The Museum continues to place a strong emphasis educational programming, including programs for groups and home school children. Further, a significant effort to secure grant funding in support of educational outreach programming is being pursued.

Revenue

Gross revenue for the first quarter of '16/'17 was 8.8% lower than the same period last year. Excluding the City's support, income from operations decreased by 3.4%. Total Gross revenue for FY '16/'17 – Q1 was $113,603.44 vs $124,545.94 in FY '15/'16 – Q1.

Expenses

Overall Expenses for the first quarter of '16/'17 increased by 3% compared to the same period last year. This is due, in large part, to being fully staffed. Expenses for FY '16/'17 – Q1 were $117,578.27 vs $114,173.63 in FY '15/'16 – Q1.

Programming

In addition to regular educational programming and group visits, the following special events and programs were conducted.

- Fabulous Fun Friday – October 7th – Pixie Party – Postponed due to Hurricane Matthew
- Fabulous Fun Friday – October 14th – Pumpkin Decorating
- CityPlace FunFest – October 16th
- INCA Meeting – October 17th
- Museum Closed for Spooktacular Set-up – October 18th – 21st
- Spooktacular – October 22nd & 23rd
- Fabulous Fun Friday – November 4th – Trucks & Trains
- Palm Beach Parenting Magazine's 20th Anniversary Parent Expo – November 5th
- INCA Meeting – November 15th
- Clematis By Night PR Event – November 17th
- Fabulous Fun Friday – November 18th – Turkey Day

- Museum Open – November 25th
- Fabulous Fun Friday – December 2nd – S'mores Day
- Polar Express Extravaganza – Friday, December 9th – 6 - 8 pm
- Drop and Shop – Sunday, December 11th – 1:00 – 5:00pm – Member Benefit
- Fabulous Fun Friday – December 16th – Grinchmas!
- INCA Meeting – December 19th
- Gingerbread Workshop – Wednesday, December 21st 10:30 am
- Hanukkah with Miss Helen – Thursday, December 22nd – 11:30 am
- Reindeer Games – Friday, December 23rd – 10:30 am
- Museum open ½ day – December 24th – Christmas Eve – 10:00 am – 1:00 pm
- Museum Open – Monday, December 26th – Boxing Day
- Winter Wonderland – Wednesday, December 28th – 10:30 am
- Happy Noon Year – December 31st – 10:00 am – 12:05 pm

Respectfully submitted,
Suzanne Ross
Executive Director

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve the minutes from the Regular City Commission meeting held on January 17, 2017.

EXPLANATION OF REQUEST:
The City Commission met on January 17, 2017 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Minutes	Minutes 01--17-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY JANUARY 17, 2017, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Mack McCray. Vice Mayor
Justin Katz, Commissioner *(Arrived 6:46 p.m.)*
Christina Romelus, Commissioner
Joe Casello, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Chair Grant called the meeting to order at 6:30 p.m.

Invocation

Benjamin Hawkins, Pastor, B&K Ministries gave the invocation.

Presentation of Flags by Boynton Beach High School ROTC

The presentation of the Flags was made.

Pledge of Allegiance to the Flag led by Commissioner Romelus

Commissioner Romelus led the Pledge of Allegiance to the Flag.

Comments by Fred Barch, Principal of Boynton Beach Community High School.

Fred Barch, Principal, Boynton Beach Community High School, introduced the Jr. ROTC Marine Corp. This academy is unique to Boynton Beach Community High School teaching dedication, pride, honor and community pride. In its first year, there are over 100 students participating in the program and is close in enrollment to the Medical Academy which doubled in size this year. The High School band, Tiger Sound, will perform at the Miami Heat halftime show at a sellout game against the Golden State Warriors, on January 23, 2017. If wanting to show support, the school's Facebook page and social media contains information on how to get tickets. Discount tickets are available.

ROLL CALL

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Casello noted Item 13.G. was voted on and approved on First Reading, but he wanted to move it up to expedite those present in support. The item would be heard before Public Audience. Commissioner Casello also pulled Item 6 G. from the Consent Agenda.

Mayor Grant pulled Item 6. B and moved Item 10.A to before Public Audience, and added item 12.D. to the agenda as he received an invitation to a conference in Ft. Lauderdale.

2. Adoption

Motion

Commissioner Casello moved to approve as amended. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Vice Mayor McCray announced he attended the MLK Gala at Benvenuto Restaurant where he presented a Congressional Ceremonial Recognition to the family of Hilda Girtman Pitts. Ms. Pitts, who was 102 years old, was born, lived and died in the City. The Commemorative Congressional Recognition was made possible by Congressman Alycee Hasting. The award meant a great deal to Ms. Pitt's family and him as Ms. Pitts planted seeds in Vice Mayor McCray's life as early as when he was six years old. He appreciated the humble recognition of a dear lady, who was more than deserving.

Mayor Grant met with Anne Gannon, Palm Beach County Tax Collector, on the 4th, regarding the Tourist Development Tax and later that evening, attended a Town Hall meeting with Senator Bobby Powell and District 88 Representative, Al Jacquet. On the 5th he attended the Memorial for Officer Joe Crowder at Christ Fellowship Church. He met with Boynton Beach Mall Executives regarding a trolley in Boynton Beach on the 6th and attended a ribbon cutting for Activate Fitness Club at Gateway and Movies in the Park, which featured the movie, *The Secret Life of Bees*. On the 7th he attended the Palm Beach County Bar Association Young Lawyers Section 5K run, attended the MLK Jr. Parade, which was cancelled, but he did attend the Celebration of Unity, which was

a great event held at Sara Sims. He attended the MLK Jr. speech at Palm Beach State College on the 12th, attended Sheriff Bradshaw's Investiture at John Prince Park, and then paddle boarded with Whaleback Paddle Board manufacturer. He attended the Mayors' Parade on the 15th at the South Florida Fairground and that evening attended the MLK Jr. Celebration Gala with Commissioners Romelus, Casello and Vice Mayor McCray. He attended a groundbreaking ceremony for a new office building at 330 Winchester Park Road on the 16th and visited with his grandparents on MLK Jr. Day. Earlier in the day he attended a Breaking the Silence Voice Awards held by the Palm Beach County Action Alliance for Mental Health. Gerda Klein from the Boynton Beach Mental Health Committee won the Community Leadership Voice award. If anyone knows of someone needing assistance, the 211 Hotline could be of service. He also received a letter from the Arbor Day Foundation naming Boynton Beach a Tree City, USA.

Commissioner Romelus met with President Parker of Palm Beach State College regarding education in Boynton Beach and a partnership to elevate City education levels, attended the MLK Unity event and congratulated the MLK Jr. Committee for a well put on event. The GALA was an amazing event. She congratulated the honorees, Rae Whitely, Ricky Petty and Dr. Anthony Lockhart, Principal of Lake Shores Middle School, for their service to the community. She attended an informational meeting with the Florida Department of Transportation regarding restriping and paving I-95 between Lake Ida and Gateway in March, 2018, and in March of this year they will install and turn on lights on I-95 between I-95 and Woolbright. She attended the Boynton Beach Chamber of Commerce Government Affairs Council and announced the ground breaking of the BBMG Dental Group. Noting the upcoming Inauguration Day on Friday, she thanked President Barak Obama for his eight years of service to America. She participated in the Color of Hope Bike Ride which memorialized victims of the 2010 hurricane that occurred in Haiti, and noted last week Commissioner Mack Bernard proclaimed January 12, 2017, as Haitian Earthquake Memorial Day. She asked for a moment of silence.

Commissioner Casello attended the MLK Gala Celebration noting the event was sold out and the event keeps growing larger each year. He noted Reverend Rae Whitely received the Outstanding Achievement Award. He was amazed how the MLK Legacy is continued year-after-year and if all lived as Dr. King had preached, the world would be a better place. He attended the ground breaking for BBMG Dental Center noting they outgrew their office space and wanted to build an 8,000 square-foot facility, adding 16 jobs in Boynton Beach.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Announce Farm Share Free Food Distribution in partnership with State Representative Lori Berman and City of Boynton Beach Commissioner Joe Casello on Saturday, January 28, 2017 from 9am - 12pm at St John's Missionary Baptist Church.

Commissioner Casello announced the Farm Share event to be held on January 28th from 9 a.m. to 12 noon at the lot next to the St. John Missionary Baptist Church on Seacrest. Flyers and phone numbers for volunteers were available. He noted it was a great event and it helps many families.

B. Announcement by Recreation & Parks Director Wally Majors about the Football Field Scoreboard Ceremony at Hester Park, which will be at the football field on Saturday, January 21, beginning at 4:00 p.m.

Wally Majors, Director, Recreation and Parks, announced the celebration they are organizing to celebrate the new scoreboard at the Tommy Williams Football Field at Hester Park. The event begins at 4 p.m., and he requested the City Commission come ready to run and get involved in the activities. Mary DeGraffenreidt, Events and Program Manager, has a full agenda. The Boynton Beach High School Band and Drum Line Performance by the Inlet Grove Community High School Band, one of the Holiday Parade winners, will be present to perform on Saturday, January 21st at the Tommy Williams Field at Hester Park.

C. **The International Kinetic Art Exhibit and Symposium, February 3-5, 2017 in the Cultural District of east Boynton Beach.**

Friday, February 3rd - Opening Reception 6-8pm, this is by invitation only.
Saturday, February 4th - 9 am - 6 pm
Sunday, February 5th - 10 am - 6 pm

Debby Coles-Dobay, Public Art Manager, announced the free event. The event is art and technology that blends to create kinetic art, which is fine art powered by solar, wind, light, sound, robotics, water, gravity and other elements. The one of a kind visual art event has more than 75 kinetic art works, interactive installations, community art projects, meet and greet with the kinetic artists and a lecture series.

(Commissioner Katz arrived 6:46 p.m.)

She welcomed all to the Cultural District. There will be several facilities housing the various activities and she requested all visit the www.IntlKineticArtEvent.org website for further information. The event is sponsored by the City of Boynton Beach, Art in Public Places, the Community Redevelopment Agency, High Ridge Landings, Compson and Associates, and the Kinetic Art Organization. She thanked the Arts Commission members and the 30 volunteers for their assistance this year and requested the public thank the volunteers for their assistance.

She invited all to the City's Kinetic Art Booth number 609 at the ArtPalm Beach Art Fair, held January 18th to the 22nd. She distributed information about the event, VIP passes and hoped the Commission would be present. She noted the City received a free booth

offered from Art Palm Beach, which she hoped would attract more people to come to the event.

D. Proclaim Tuesday, February 7, 2017 as Robert E. Wells Day.

Mayor Grant read a proclamation declaring Tuesday, February 7, 2017 as Robert E. Wells Day in the City of Boynton Beach.

Present to accept the Award was Minister Bernard Wright, a resident of Boynton Beach. Minister Wright, 713 NW 2nd Street, announced the Proclamation was an honor and he was humbled. He initiated the research project in 2012 to establish and recognize African and Bahamian history as there were no books or history from the Black side of the City's History. He initiated the project through the Historic Resource Preservation Board and commented a people without a culture or not knowing their origin, was like a tree that does not bear fruit. It was the third annual proclamation for Robert E. Wells.

He read into the record: "From 1880 to 1920, over 12,000 Bahamians settled in Dade County. In 1880 Robert Wells, a distinguished merchant/sailor who was born in the Bahamas, purchased land in former North Dade County on the south end of Lake Worth. In 1890 he built a home for his wife Elizabeth and cut a trail called Wells Avenue. He owned a large apartment building and general store on Wells Avenue which was renamed to 10th Avenue and later renamed to MLK Jr. Boulevard."

Minister Wright noted through the Historic Resources Preservation Board, there is now a sign memorializing Robert E. Well Avenue.

"Robert was born on Cat Island and his wife Elizabeth was from Bimini in the Bahamas. Robert Wells, a merchant sailor from Cat Island owned much land and bought in Dade County and settled in what would become Boynton Beach.

Robert and Elizabeth Wells had one son, Harry, born in Boynton Beach. Harry married Ora Hannah who lived with Robert and Elizabeth at 416 Wells Avenue, Boynton Beach. Harry and Ora had one daughter, Juanita, Reverend Wright's mother, born in 1925, who married Joseph Wright. Joseph and Juanita Wells Wright are the parents of Bernard E. Wright, born in 1952.

On February 5, 1892 the St. Paul African Methodist Episcopal (AME) Church was born. Robert E. Wells was a very religious, caring man of high moral character, who, after building his home, established a place to worship God. On February 5, 1892, St. Paul African Methodist Episcopal Church was established for the residents of South Lake Worth, which is now Boynton Beach. At first the congregation met at Robert E. Wells home until the church was built. In 1894, the St. Paul AME Church was constructed on the northeast corner of US 1 and Boynton Beach Boulevard. In 1925, the City passed segregation laws creating Boynton Colored Town to separate Blacks from Whites. The City physically forced Blacks to move to Wells Avenue and sold their land to white

residents according to the segregation laws. The City legally forced the congregation to move the church to Wells Avenue. The police loaded the church on a wagon and moved it to its current location on Wells Avenue. The congregation followed, crying, singing and praising God.

Wells Avenue was now a Main Street for Boynton Colored Town and Ocean Avenue was the main street for the Town of Boynton. On September 7, 1896, Boynton Elementary/Poinciana was born. Robert E. Wells was an educated intelligent man who knew the value of a good education like he had in the Bahamas. He wanted Black children to have the opportunity to learn to read, write, add and subtract. In 1898, he and others from St. Paul AME requested a Black teacher from the Dade County School Board and on September 7, 1896, the School Board sent a Black teacher from West Palm Beach and had established Boynton Elementary School. The teacher stayed with the Wells family or other residents during the school season and went to West Palm when school was out. It was originally a one-room school house on Federal Highway near 3rd Avenue. In 1925, due to segregation laws, the school was physically moved to Wells Avenue and the name changed to Boynton Colored Elementary. When the community outgrew the school, it was moved to Green Street, currently known as Seacrest Boulevard. In 1963, Civil Rights Laws were passed outlawing segregation and the school name was changed to Poinciana Elementary School.

Robert E. Wells was a fair-minded, non-racist man and very civic minded. He knew what advantages and economic opportunities a town would bring for the residents. On April 14, 1920, Mr. Wells, along with eight other Black residents, attended the document signing incorporating the Town of Boynton Beach. In 1920, Robert E. Wells was 52 years old and at that time, the Wells property was not included in the town limits. In 1920, segregation laws did not exist. Many black residents lived along Federal Highway and farmed the rich muck and soil along the Intracoastal Waterway and planted fruit trees, orchids and vegetable gardens from the Boynton Hotel on the beach to Federal Highway. After 1925, all that changed. Black residents were forced to sell their homes and farms. Some families, such as Reverend Butler, who founded St. John Missionary Baptist Church, was violently attacked and forced to move from Boynton Beach Boulevard to Wells Avenue. The City legally created Boynton Colored Town from Wells Avenue to the canal and from Federal Highway to Seacrest. Since Blacks were no longer allowed to attend City Commission meetings, they formed their own City Council for Boynton Colored Town called the Boynton Negro Civic League. Robert Wells was elected its first leader and other residents were elected to the Negro Civic League Council. They petitioned the City to address various community issues such as street paving, lighting, electricity, water and sewerage and held community meetings. The League also organized community celebrations. After 1963, the Civil rights laws were passed outlawing segregation, and Boynton Colored Town and the Boynton Negro Civic League was dissolved and forgotten, but could still be found in old City Commission records.

Robert Wells owned land and businesses near Federal Highway. In 1925, the City platted his property as the Wells subdivision as well as the Meeks, Andrews and the Meeks-Andrew subdivisions. Boynton Colored Town was segregated, but the residents were not included in the Town of Boynton. Although they were called subdivisions, many whites referred to the Black subdivisions as quarters. During slavery, blacks lived in areas designated as slave quarters. Wells Avenue became Main Street with black businesses such as the Continental Club, with entertainers such as Sam Cook, BB King, Ike and Tina Turner and other jazz and R&B entertainers. The famous Silas Green Show performed in the Continental Club parking lot. The Silas Green show from New Orleans, was an African-American owned and run variety tent show from 1904 to 1957, and was a part revue, music/comedy, minstrel show that told of adventures of coal-black Silas Green and tall "tannish" Lilas Bean from slavery times. Wells Avenue also had two churches, a masonic lodge, and the Boynton Elementary School, now Poinciana Elementary School. There were homes, schools, entertainment and more on Wells Avenue. The Heart of Boynton became a vibrant, thriving community with a Boynton Negro Civic League thanks to Robert E. Wells."

Minister Wright thanked all and commented this proclamation brought a spirit of restoration to the City and his family's legacy was honored. He thanked Warren Adams, Historic Preservation Planner, and the Boynton Beach Historic Resource Preservation Board. He advised a website about Boynton Colored Town was being created through a Historic Preservation grant. He wished all a Happy New Year and expressed his hopes for bigger and better things for the City of Boynton Beach.

10.A. Discuss and approve the City of Boynton Beach Legislative Priority List for the 2017 State of Florida Legislative Session - Mat Forrest *(Heard out of Order)*

Mat Forrest, Ballard Partners, State Legislative Liaison, Governmental Affairs, Consultant for the City explained the 2017 Regularly Scheduled Session will start March 7th. At the start of the legislative cycle, there were 300 bills filed, where usually there are 1,800 to 2,000 filed for the session. He commented a third of the members of the House are brand new members. Of the 40 members of the Senate, 50% are brand new Senators, with both houses bringing new ideas. The Legislative delegation for this area has changed. The City is exclusively in Senator Jeff Clemons' District and a slight portion is in Representative Hager, Jacquet and Slosberg's District. The Legislature is in the Committee weeks leading up to Session and bills can be advanced and filed up until Session starts.

The next Committee weeks will be on January 23rd and February, 6th, 13th and 20th. Palm Beach County Days are March 7th and 8th. The driving force is to have a balanced State budget. The State looks at projections to determine expenditures, and the projections are flat and there is no surplus. This will result in existing or new projects being cut from the budget. Worse than that, the revenue projections are showing a deficit in 2018 and 2019 and the Legislature is proactively starting to cut the budget now. One legislative priority is recovery residences a/k/a sober homes. Representative

Hager and Senator Clemons have been working on the issue. Legislation has not been introduced. They are waiting to push the measures forward and implementing as much as possible from the State Attorney's Task Force.

Top issues important to the City were unfunded mandates. Legislation has been filed regarding Business Tax Receipt's which is a way for the State to come in and show municipalities how to place fees on local businesses. Cities have maintained it was their prerogative, just as the State would not like the Federal government showing them how they can impose taxes in their State. It was fought a few years ago, and Mr. Forrest foresaw it returning. Commissioner Casello asked about government-owned utilities and asked if there was any legislation that removed home rule authority for municipalities providing water and sewer services outside its municipal boundaries. Mr. Forrest commented the Legislature has been quiet on that issue and has not seen any legislation moving forward on it. It was a bigger issue years ago when utilities were getting into solar and who could and could not participate in the solar industry. There were also issues with some municipal and smaller county-owned municipal utility systems. Commissioner Casello noted the list contained actively seeking funding opportunities for a new Police facility, City Hall, a new fire station. Mr. Forrest recommended the City provide him with the project information and he would pursue it.

Mr. Forrest worked with staff and they have identified a few water projects and a park project. He pointed out there is a lot more bureaucracy this year filing appropriation projects. He has to file an appropriation item and there is a lot more information required before a bill is filed. He cautioned an idea should really be vetted before seeking funding. This would pertain to the new Fire and Police Stations. Mr. Forrest agreed to talk with staff about the matter.

Commissioner Romelus acknowledged Ben Jerkins, representing Senator Bobby Powell, was present.

Mayor Grant commented anything Mr. Forrest could do to further transportation and the commuter rail in the City would be appreciated, noting Boynton Beach has been in the silent zone.

Similar to Mayor Grant's comments, Commissioner Katz noted the City was undertaking much in the Federal Highway Corridor and obtaining funds for those roads would be good.

Vice Mayor McCray noted funding for public housing was needed. The Cherry Hill project was ongoing and progress in the HOB was stalling. Any housing funds would be a great asset to the City.

City Manager LaVerriere noted the City keeps a comprehensive list and old ideas that did not come to fruition are added to the next list. All bases were covered. She requested a motion to approve the list as amended.

Motion

Vice Mayor McCray and Commissioner Casello moved to approve the list as amended. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

13.G. Proposed Ordinance No. 17-003 - Second Reading - Approve Ordinance prohibiting "Conversion Therapy." *(Heard out of Order)*

Attorney Cherof read Proposed Ordinance No. 17-003 by title only on second reading.

Motion

Commissioner Katz moved to approve. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

Mayor Grant opened public comment. No one came forward.

City Clerk Pyle called the roll.

Vote

The vote was 5-0.

Mayor Grant requested hearing the below item prior to Public Audience.

6.B. Proposed Resolution No. R17-006 - Authorize the City Manager to sign a Lease and Easement Agreement with Florida Power & Light (FPL) to enable installation of a Solar Tree at Boynton Beach Oceanfront Park.

Motion

Vice Mayor McCray moved to reconsider the agenda. Commissioner Katz seconded the motion

Vote

The motion unanimously passed.

Sophia Eccleston, FPL External Affairs, and a colleague "Annush" was present to discuss donating solar trees to the City of Boynton Beach and explained solar trees are part of the SolarNow program which aims to bring solar into communities. Customers participate and contribute $9 a month. FPL builds and maintains the solar within the communities and prioritizes where to situate them based on the levels of participation. Boynton Beach has some of the highest participation rates in Palm Beach County. Visuals of the trees were viewed. It was noted the solar power generated goes back to the communities. The trees look nice, inspire awareness and educate all generations on clean and solar energy. The donated tree is at no cost and is built and maintained by FPL. FPL considered several locations with staff and identified Oceanfront Park. Commissioner Casello inquired if people could plug in and learned FPL plans to put a bench and bollards for people to plug in to and charge up at no cost to the City.

Vice Mayor McCray asked where else the trees were installed and learned they were installed at FPL headquarters in Juno Beach and at the Manatee Viewing Center in West Palm Beach. They were part of the first wave of installations to ensure they were appealing to the public. They are also offered to other cities.

Motion

Commissioner Casello moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Lori Wilkinson, Chair of the Greater Boynton Foundation, announced the 5th Annual Barrier Free 5K Run, Walk and Roll event at the Congress Avenue Barrier Free Park. There is a one mile race for young children and a 5K Run, Walk and Roll for those that are wheelchair bound. The concept is for people of all abilities to participate including those who do not walk. She distributed information and invited all to come out on Saturday, February 11th. Registration can be done via paper or electronically. Last year, the honorary starter was Bella in her magic carriage. This year it is a replica 2010 Camero wheelchair that will be unveiled at the park on Friday, February 10th, from 4 p.m. to 6 p.m. as *Magic Wheels and Special Deals*. All were invited to participate and see different items and projects from local entrepreneurs and micro-businesses that are run by those with special needs.

Angel Jones, 909 SE 3rd Street, had previously appeared before the Commission advising about the Mignano Landscaping dump next to her parent's home. She distributed pictures advising the dump surpasses an eight-foot fence. On August, 18, 2015, Commissioner Merker had hoped there would be continued inspections and Mignano was given an 18-month pilot program. She hoped the Mayor and City Commission were provided with the inspection reports. Next month, the pilot program will expire and she wanted to know how the City will proceed and when the vote takes place. She also queried if the public can review the inspection reports on the property over the last 18 months. Her family hired exterminators and had to pay over $1,000 for the first initial visit with a monthly cost after that. She had previously distributed pictures and copies of the Ordinance and asked if they walked the site to personally inspect it during the last nine months. The house in front of the dump was abandoned and purchased by a couple and is still on the market. She implored the City Commission not to renew the pilot program and mandate Mignano remove the dump. Residents started a petition to have it removed and never allow them to dump in the neighborhood again. Mignanos could dump where other companies dump their debris. Mayor Grant advised he did not plan on renewing it. He requested the City Manager send someone to check and inspect the property and he supported her request. Commissioners Katz and Romelus agreed. Commissioner Casello requested a report how many violations there were over this period of time.

Reverend Wright, 713 NW 2nd Street, had a discussion with Vice Mayor McCray and Ms. LaVerriere regarding the Police Department over patrolling the neighborhood. He acknowledged the Neighborhood Officer Program was to build dialogue with the community, which he favored, but he opposed officers parking on CRA property around businesses, stopping people from coming in and patronizing the establishment. He noted Family Dollar store was built and there are some blacks there, but they have nowhere to assemble. He complained the police were three and four deep in areas where residents assemble. He commented it was not a good practice and does not help build dialogue. Not all are dope sellers. He believed it was about controlling the neighborhood, the working class and poor people and it has to stop. They do not want a riot, but feel the City cannot have a better Boynton without discussion with the Police Department. He likened the situation to slavery.

Clifford Bell, 13th Avenue, complained about the taxpayer money spent on 128 MLK Jr. Boulevard and 1213 NW 4th Street with the Boynton Beach Police Department. He advised police sometimes sit for seven hours on MLK Jr. Boulevard, and they block the street for hours in Cherry Hill. He questioned taxpayer money being spent for Officers to sit there all day. Mayor Grant advised he saw them and approached them, but they are policing. They are on CRA property and not blocking anyone. He thought they were doing a great job, and are available on a moment's notice. Mr. Bell explained it was mostly minority areas and asked why they were not on Ocean Avenue. Mayor Grant explained they have a police station there and the Police are throughout the City. Commissioner Casello asked what problems were being created. Mr. Bell responded patrons do not want to stop because they feel antagonized by the Police Department.

They do not bother Mr. Bell, but it bothers his customers when people do not want to come back. He has seen people leave and be pulled over for no reason.

Herb Suss, 1711 Woodfern Drive, gave the Commission their report cards giving them all A's and Commissioner Romelus an A plus. Mr. Suss commented on the Presidential Inauguration and expressed his dislike for the incoming President. He expressed his concerns over fake news, Cabinet appointments, schools and private vouchers. He urged all to monitor Social Security, Medicaid and Medicare, and noted President-elect Trump wants to eliminate the Environmental Protection Agency. He does not believe in global warming. Mr. Suss advised he would volunteer to help the high school ROTC program and wished all a Happy New Year.

James DeVoursney, 2625 Lake Drive North, had concerns with parking and bike lanes on Federal Highway. He commented it is difficult to enter the right-of-way when pulling out of his street near Casa Del Mar, as there are trucks and cars parked and it is difficult to see oncoming traffic or a cyclist. The cyclist has to leave the bike lane, drive on Federal Highway and return to the bike lane and there could be an accident. Commissioner Casello asked if the vehicles were construction worker vehicles and learned they were. City Manager LaVerriere advised the Building Department could pay them a courtesy visit to alleviate the issue.

Vice Mayor McCray also commented although Federal Highway was owned by the Florida Department of Transportation, the City could police the issue. Dr. DeVoursney announced he met and endorsed the new Community Standards Supervisor.

Alexandra Wilson, 1202 NW 5th Street, was talking with long-standing residents in District II and shared their concerns about redeveloping District II. She agreed with Minister Wright and the Bells as there are not a lot of places residents can get together to have a good time and asked if the City could provide benches or palm trees at Heritage Park. She thought it would be helpful to have a place to congregate without interruption by the Police Department. She noted re-election was in March and they need the City Commission to be on top of this. Vice Mayor McCray represents District II and he proposed to the CRA to put a pavilion and benches, but his colleagues voted it down. They did not want to put a park there, but then wanted to spend $400,000 for a dog park. She could obtain the record from the City Clerk's Office. Mayor Grant also pointed out the City was updating its Strategic Plan on March 28th and the budget in July and that is when they would review capital improvements. Commissioner Casello advised he had voted against the park and the City has spent hundreds of thousands of dollars at the Hester Center and have a beautiful park at Sara Sims where people could gather. Vice Mayor McCray suggested Commissioner Casello visit Sara Sims Park as it was not beautiful.

Susan Oyer, 140 SE 27th Way, requested smoker's outposts along Ocean Avenue and the City provided trash receptacles. She commented she sweeps cigarette butts outside her family's businesses and thought one was needed at Dewey Park. She

thanked all for the City's efforts to expedite the construction in front of the water plant as after months of waiting, it was now completed. She recommended not using the firm again and publicizing the name of the firm since they did nothing for a month. She supported changes on Boynton Beach Boulevard and asked about public input as she would be happy to attend a meeting.

Rae Whitely, 223 NE 12th Avenue, noted there were several developments ongoing in the City and establishments such as Lowes. There were also mom and pop establishments and hardware stores. He inquired if there could be an agreement with developers to obtain supplies from local vendors.

No one else coming forward, Public Comments was closed.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Regs and 2 Alts

Building Board of Adjustments & Appeals: 2 Regs and 2 Alts

Library Bd: 2 Regs and 2 Alts

Senior Advisory Bd: 3 Regs and 2 Alts

Motion

Vice Mayor McCray moved to nominate Andrew Richardson to the Senior Advisory Board. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Romelus moved to nominate Jean Young to the Senior Advisory Board. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R17-005** - Authorize the City Manager to sign an Interlocal Agreement between the Northern Palm Beach County Improvement District and the City of Boynton Beach for the City's stormwater National Pollutant Discharge Elimination System (NPDES) Fourth Cycle Permit.

B. **PROPOSED RESOLUTION NO. R17-006** - Authorize the City Manager to sign a Lease and Easement Agreement with Florida Power & Light (FPL) to enable installation of a Solar Tree at Boynton Beach Oceanfront Park.

C. **PROPOSED RESOLUTION NO. R17-007** - Authorize the City Manager to execute all documents associated with the Florida Recreation Development Assistance Program (FRDAP) grant that was awarded to the City for the purchase and installation of a multi-purpose, accessible playground at Barrier Free Park and other related improvements, accept the grant and execute the Grant Agreement subject to the approval of the City Attorney.

D. **PROPOSED RESOLUTION NO. R17-008** - Approve and authorize the City Manager to sign an Agreement for Water Service outside the City limits with James M Colby and Sherry A Colby for the property at 1101 Peak Road, Lantana, FL 33462.

E. **PROPOSED RESOLUTION NO. R17-009** - Approve and authorize the City Manager to sign an Agreement for Water Service outside of the City limits with Angela Edythe Erb and Ross A Caranci for the property at 7089 Lawrence Road, Boynton Beach, FL 33436.

F. **PROPOSED RESOLUTION NO. R17-010** - Approve and authorize the City Manager to sign an Agreement with Florida Atlantic University Board of Trustees, on behalf of The John Scott Dailey Florida Institute of Government at Florida Atlantic University of Boca Raton, FL to review and update the City's Strategic Plan in the amount of $16,297.

G. Approve the list of top ranked qualifiers as determined by the Evaluation Committee from the submissions received in response to the "Request for Qualifications for Professional Survey and Mapping Services"; RFQ No. 067-2821-16/TP and authorize City Staff to conduct negotiations for compensation

with the recommended qualifiers according to Florida State Statute 287.55, Consultants' Competitive Negotiation Act (CCNA).

Commissioner Casello pulled this item noting the evaluation committee rated the top three companies, but companies three and four had tied. He asked the Board to allow four participants instead of the three. Vice Mayor McCray favored doing so and learned the City Commission had the discretion to use the four companies.

(Commissioner Katz left the dais at 7:49 p.m.)

Motion

Vice Mayor McCray moved to have four companies. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed. *(Commissioner Katz not present for the vote.)*

H. Approve the list of top ranked qualifiers as determined by the Evaluation Committee from the submissions received in response to the "Request for Qualifications for Cured-In-Place Pipe (CIPP) Lining, RFQ No. 057-2821-16/TP, as pre-qualified Contractors with the skills, experience and requisite products needed to successfully perform Cured-In-Place Pipe Lining.

I. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for January 17, 2017 - "Request for Extensions and/or Piggybacks".

J. Accept the written report to the Commission for purchases over $10,000 for the month of December 2016.

K. Approve the minutes from the Regular City Commission meeting held on January 3, 2017.

Motion

Vice Mayor McCray moved to approve the Consent Agenda. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed. *(Commissioner Katz not present for the vote.)*

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R17-011** - Authorize utilizing National Intergovernmental Purchasing Alliance (Natl IPA) contract #151089 "Body Worn Cameras and Storage System" and authorize the City Manager to sign a Master Services and Purchasing Agreement and any related documents to purchase body worn cameras and a five (5) year subscription with Evidence.com for the storage of all video related to the body worn cameras, subject to the City Attorney's review and approval. The National IPA contract was competitively bid by the City of Tucson, AZ and satisfies the City's competitive bid requirements. Requesting Commission approval to utilize $49,737.92 for the cost of the cameras (including shipping) from the Federal Forfeiture Law Enforcement Trust Fund. The five (5) year subscription of Evidence.com for unlimited storage cost is $512,046 to be paid from the departmental budget.

Motion

Commissioner Romelus moved to approve. Commissioner Casello seconded the motion.

Commissioner Casello thought the body cameras were overdue since the Corey Jones tragedy.

(Commissioner Katz returned to the dais at 7:50 p.m.)

Jeff Katz, Chief, Boynton Beach Police Department, thanked the City Commission for the support as the Department has been looking into this since October 2015. An employee committee was formed, chaired by Captain DeGulio and 10 others, to study the cameras from various different perspectives including Union, Legal and technology. He asked the committee, because it was such a large purchase, to look at early adopting agencies that had worn and had a body camera program to learn about issues they encountered so the City would not duplicate efforts or spend money that would not be put to good use. The committee looked at a variety of camera systems and obtained input from Officer's wearing them and the Department was excited about using them because it serves as a defense for baseless complaints against Officers. Chief Katz ran the Internal Affairs section for eight years and nine out of 10 times, the video showed Officers followed protocol. In that one instance there was a problem, there was evidence of the issue. He thought the cameras were beneficial for due process, he supports them and they are beneficial from both a police and public standpoint.

Vice Mayor McCray asked when the cameras will be turned off and learned the current policy mandates that any substantive action law enforcement will take will be recorded. There are specific instances when the cameras will not be on such as when an Officer is lawfully conducting a strip search of a prisoner. There are regulations codified in Florida Statutes with respect to public records and documentation. There will be certain things that are not public record or that cannot be released which he listed. Commissioner Casello asked about officer discretion and learned there is very little

discretion which the Officers do not mind. It is the best way to protect themselves from complaints. Vice Mayor McCray asked about the Statute of Limitations regarding videos and records. Chief Katz explained the expensive part of the program is the storage. There is a 90-day retention period for all videos and a four-year retention for videos tied to a police pursuit or a high liability issue. Florida Public Records law also dictates retention for videos that are evidentiary. The video is stored in a cloud-based storage solution, which is also used by the CIA. It is a subscription based program which costs about $100,000 a year for hardware and storage. This would equip 80 officers with two cameras, one for on duty and one for off duty. The $100,000 had been budgeted.

Commissioner Casello asked about complaints. Chief Katz reiterated, from experience, nine out of ten complaints with a video, exonerates officers from alleged wrong doing. When Officers exercise their authority in public against people accused of breaking the law, the Officer is subject to criticism. Having the video is beneficial to the department as most of the time, the Officers acted appropriately. Vice Mayor McCray asked when officers are sitting in front of Cherry Hill if the cameras will be on and learned they would.

Mayor Grant requested the Department create another public service video to talk about what will happen with the cameras and explained the benefits so the community knows why the body cameras are so important and was advised the Department would.

Commissioner Romelus thought the City owed this to law enforcement personnel and citizens. There should be concrete proof what happened as people put their lives at risk and the cameras protect their integrity. She thanked the Department and Officers and supported the item.

Mayor Grant opened Public Comment.

Woodrow Hay, 427 NW 5th Avenue, asked if there would be consequences when Officers should have had the cameras on and learned it was being codified in policy, personnel are subject to disciplinary action. A policy is being drafted and they have to collectively bargain the item.

Rae Whitely, 223 NE 12th, loves the body cameras. His concern is officer discretion. After discussions with the Chief, and having family members that are sworn police officers, he noted situations arise in seconds. If the cameras are off and an incident arises, the officer will miss it. He emphasized the policy has to be right otherwise there is nothing to hold the officers accountable. He and the Chief always had an open door policy about concerns and it could be discussed further. Vice Mayor McCray reiterated he had asked the Chief when officers are sitting at Cherry Hill, the cameras will be running. There was no discretion.

Jarred Wiseman, POB 17165, Plantation, Regional Manager for VIEVU, a body camera company whose brand is the Safariland Group, was present. He asked the City

Commission to oppose this item and require the purchase of body cameras, software and cloud storage go through a competitive RFP bid, to ensure the City receives the best technology for the best price. He understood there were alternative methods of purchasing, but the piggyback proposal was from Tucson and was awarded to Taser almost two years ago. The technology has changed and the cameras reviewed two years ago in the RFP process no longer exist or are no longer on the market. The City ordered a camera from them to review, but the company was never allowed to make a presentation or present their software.

Mr. Wiseman explained Safariland is a premier manufacturer for over 50 years and has over 32 brands. In the past, the City has used their body armor, tactical armor, body shields, holsters and duty gear. They provide body cameras for Miami Dade, using 1,500 cameras and recently won the New York Police Department RFP; beating Taser by having lower prices and better technology. Mr. Wiseman noted the proposal was for $561,000. If piggybacked on the Miami/Dade contract, the contract would be under $400,000 realizing a 30% savings. The benefits to a piggyback are better products, quicker time and better pricing and the City was not getting any one of them. The cameras tested in 2014, are no longer available, and since introduced, companies have increased technology. There was no apples-to-apples comparison.

VIEVU developed the first and only auto activation system, which would resolve some of the issues under discussion. Because the City did not go through the competitive process, the City is unaware of it. He explained when the gun is un-holstered; the body camera is automatically turned on. It also has a 30 second pre-record before the gun is un-holstered. If Googling shootings, one will see how many shootings take place where body cameras were not activated. Officers are trained for safety and first take their gun out, forgetting to turn on the cameras. VIEVU has 85% of the holster market in the country and they are the only one that can create a resolution to the issue. It is a wireless solution now and it will be wireless in the near future. He respectfully asked as a trusted partner to protect the officers' lives, the Commission oppose the piggyback deal and allow them and other vendors to competitively bid.

Mayor Grant recognized Al Jacquet, State Representative, District 88 who was present.

Mayor Grant opened Public Comment.

Herb Suss asked about the number of cameras needed and learned 80 road patrol officers would need 160 cameras one for on duty and one for off duty times. Mr. Suss asked if the technology was current and thought the benefits afforded by VIEVU and the holster made sense. Chief Katz thought every vendor has its opportunity to distinguish itself regarding body cameras and through the search process they experienced changes in the camera technology so much they became interested in a second iteration of the camera originally under consideration. Technology is rapidly advancing and they took into consideration the ease of use, weight of the camera, location of the camera, and its ability to integrate with smart tasers. When tasers are deployed, the

cameras activate. The committee considered a variety of factors for over a year and feel they made a sound decision. There may be cheaper options or options that offer higher clarity or night vision enhancement and others, but the Department does not want cameras with ultra-high definition views because they do not want a camera that will pick up something the human eye cannot. They do not want night vision because officers do not have night vision. He endorsed the committee's work and thought the correct balance was struck. Mr. Suss questioned if purchasing from Arizona was better than staying local. Chief Katz acknowledged Safariland is a fine company and where they are rooted is inconsequential. He requested the Commissioners support. Mr. Suss was glad the officers have some kind of protection.

Commissioner Katz asked if the technology under consideration included the holster activation and the 30-second prior to incident record activation. Chief Katz responded the camera they propose to purchase does have 30 second prior recording, but does not have the holster activation.

Vice Mayor McCray asked if the committee looked at the Safariland proposal and learned they did. Commissioner Casello asked if the Chief was satisfied with the committee's selection and he would recommend acceptance of the selection and learned he would.

Kenneth Banks, 411 NE 27th Avenue, thanked the City Commission and the Chief for introducing the body cameras. He is a family member of Corey Jones and commented one of the worst things is not knowing what happened. He lives here and wants security for him and others, noting there are three or four killings in the nation each day. He requested the City Commission heavily support body cameras because the public needs to know what happened, and they protect the officers and citizens. Transparency is needed and cameras do not lie.

Floyd Zonenstein, 2620 NE 1st Court, former retired Police Officer injured in the line of Duty wholeheartedly supported body cameras. He is also a former Boynton Parking Enforcement Officer. The Chief gave them body cameras to try and they worked out well. He advised when people know they are being photographed and recorded, they were a lot nice

Irwin Cineus, 400 NW 5th Lane, commented body cameras were a step in the right direction. He asked if a citizen can protect themselves and video tape or use their phones to videotape an incident. Chief Katz responded as long as a member of the public does not interfere with a law enforcement function, citizens can videotape in the public domain. Any government official who says not, should be questioned.

Mr. Cineus commented about community engagement with the police that would walk the beat in the neighborhood, and who would get out of the car and interact with residents. Chief Katz commented they have such programs and he offered to review them with him.

Vote

The motion unanimously passed.

B. Approve a one-year renewal for the "ANNUAL SUPPLY OF SODIUM HYDROXIDE (LIQUID CAUSTIC SODA) Bid No. 025-2821-15/JMA to Brenntag Mid-South Inc. of Orlando, FL with a $45.00 per ton increase from $498 per ton to $543 per ton. This product will be ordered on an "As Needed" basis for the estimated annual expenditure of $150,000.

Colin Groff, Assistant City Manager, in response to a question posed by Mayor Grant, explained Sodium Hydroxide is used in water treatment to raise the PH of the water after staff lowers it to treat the water.

Motion

Commissioner Casello moved to approve. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

Vice Mayor McCray queried if the microphones were malfunctioning. He was having trouble hearing some speakers.

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10. CITY MANAGER'S REPORT

A. Discuss and approve the City of Boynton Beach Legislative Priority List for the 2017 State of Florida Legislative Session - Mat Forrest

This item was addressed earlier in the meeting.

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS

A. **PROPOSED RESOLUTION NO. R17-012** - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA funding of a Community Standards Outreach Coordinator for FY 16/17 for an amount not to exceed $134,000.

Motion

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

B. Accept the ranking of the proposers as determined by the Evaluation Committee for the Request for Qualifications for Town Square Redevelopment, RFQ No. 004-1210-17/JMA. The Committee also recommends that the Commission request the three (3) top ranked submittals be moved onto Part II of the process.

Mr. Groff gave a brief presentation, noting the City Commission is still within the cone of silence. Staff drafted the RFQ, and the final draft was in October. The selection committee selected a short list of teams to come forward with a conceptual design and cost estimate. The next step is to make the final team selection which they plan to do on March 21st and have contract approval on April 4th. A Request for Proposals was issued detailing the project criteria and the selection process. Responses from interested developers, which included their background and experience with these types of projects was included. The selection committee reviewed and scored the proposals. The ranked list is before the Board and the scoring team recommended the top three teams move forward to the second phase.

The selection team was comprised of Lori LaVerriere, City Manager; Mike Simon, Interim CRA Executive Director; Andrew Mack, Development Director; Jeff Livergood, Public Works Director; Linda Cross, Chair, CRA Advisory Board; and Ryan Wheeler, Engineer, Planning and Development Board member. Four teams submitted proposals and Boynton Vision LLC; E2L Real Estate Solutions, LLC; and MCC LLC were selected. The firms will be invited back to present their conceptual plans and a financial package to the selection committee. The meetings will be open to the public, but, by law, the public will not have any interaction with the teams. The committee will score the teams and the top ranked team will need to be approved by the City Commission. Once approved, staff negotiates a contract for Phase I, which was a master plan for the Town Square and 30% plans for the public building and spaces, so they can price it. When the contract is in place, there will be several meetings and public input. Once that is complete, staff will negotiate a Phase II contract to move forward to build the project.

Commissioner Casello suggested if one of the three respondents moving onto Phase II decides to drop out, the City Commission extend an invitation to the fourth team. He favored receiving as many good ideas or proposals as possible. Mr. Groff commented staff had no objection to have the fourth respondent on standby within the first 10 days, one of the top three teams decides not to participate. Commissioner Romelus noted none of the groups are minority-owned businesses, and she would favor a team that is from the area with at least 30% minority. Mr. Groff explained each team has 10 to 12 companies involved and it was anticipated many of them would have local and minority businesses, pointing out it was contained in the RFP. It will be used in the scoring and receive a higher score.

Motion

Vice Mayor McCray moved to approve with the 10-day provision and the fourth respondent moves in. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

C. Discussion of Denson Pool Hours of Operation. Vice Mayor McCray requested this discussion item be placed on the agenda.

Vice Mayor McCray wanted this item discussed noting this year the weather has been hot and students were out of school.

(Commissioner Romelus left the dais at 8:28 p.m.)

Vice Mayor McCray did not understand why the pool was not open for youth to swim, and commented if the weather permits, the pool needs to be open so anyone that wants to swim can. He asked City Manager LaVerriere why it was closed and was told it was for maintenance and commented maintenance has not taken place. He noted youth need something to do and money should not be the issue. He noted they were trying to save $8,000 or $11,000, but when it comes to District II, he feels awful it was a money issue when the City should be offering services. Residents pay taxes and the District should receive the same amount and treatment as anyone else. Mayor Grant agreed with Vice Mayor McCray's comments and wanted it open during the weekends or holidays when students have off from school.

Commissioner Katz noted City Manager LaVerriere had indicated that based on past usage, that was what necessitated the closing of the pool and she recommended, holidays from school was an opportunity for students not in school to swim and on Saturdays. He supported a review of when schools are closed and Saturdays, but not blanket opening during these time periods as there are maintenance needs and issues as usage was virtually non-existent during this time period. Vice Mayor McCray

explained maintenance was always scheduled, noting that recently a pump broke, but it should not be hinged on maintenance needs. He wanted the pool to be open and give all a fair chance to use the amenity. When something needs to be fixed, it will be fixed.

City Manager LaVerriere explained the City received a complaint in August there was not enough open swim time. Staff reviewed the hours and extended the hours quite a bit through the spring and summer during the last budget year. The reason for closing the pool in December and January was not just for maintenance, it also offset the added cost of personnel for the expanded hours. The City can keep the pool open this year, but it has budget impact which was included in the meeting backup as well as other options, however, she noted 10 people used the pool in the entire month of December and again in January. Staff felt there would be less of an impact to close for those two months to offset the added expense.

(Commissioner Romelus returned at 8:32 p.m.)

If the City Commission opts to open the pool during those two months, City Manager LaVerriere will adjust the budget accordingly or the City Commission can consider opening the pool on Saturdays and days when students are out of school. Vice Mayor McCray hoped the City Commission would open the pool and commented youth do not participate and the City has poor performance getting the word out about what is occurring in the City. He thought it should be publicized and posted. He commented if you build it they will come. If the hours are provided, youth will use the pool. Youth have free time.

Commissioner Casello favored expanding the pool hours to include Saturdays and school holidays. Commissioner Katz commented if it showed there is a high frequency use, it was reasonable to expand the hours during those two months. He thought based on the low usage in the past, taking this step would indicate if they need to take the next step. He supported opening on Saturdays and holidays. Vice Mayor McCray clarified to the City Manager, who stated to her upstairs, she thought December and January were the maintenance months and then she mentioned the budget. He did not want youth shut out. Weather permitting, in December and January, youth should be able to swim.

Motion

Vice Mayor McCray moved to have the pool open on Saturdays and when they are out of school on holidays. If attendance increased, the City Commission could revisit the issue. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

D. Invitation to City Age conference in Ft. Lauderdale February 22 and 23rd.

Mayor Grant requested to attend the full City Age conference and requested one night hotel expenses on the 22nd. He would be willing to commute back the next day, but preferred to stay the night to attend the reception and be present early the next morning. Vice Mayor McCray asked how much money was placed in the budget for travel for all elected officials and how much was spent. City Manager LaVerriere agreed to provide the information to him the next day. Vice Mayor McCray explained he needed the figures to watch the budget. He agreed to bring back conference information.

Motion

Vice Mayor McCray moved to approve the cost. Mayor Grant did not have an estimated cost of the hotel, but requested $100 and he would pay for anything over the $100. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

13. LEGAL

A. **PROPOSED ORDINANCE NO. 17-001 - SECOND READING** - Approve Riverwalk Future Land Use Map amendment (LUAR 16-003) from Local Retail Commercial (LRC) to Mixed Use Core (MXC). Agent: Steven S. Wherry of Greenspoon Marder, P.A. for Shaul Rikman of Isram Riverwalk, LLC, property owner.

Attorney Cherof explained there were a few items that were related as Ordinances 17-001 and 17-002, which were a Future Lane Use Map (FLUM) Amendment and Rezoning approval respectively. There were other related items which were a Community Design Plan Appeal, Height Exception and Major Site Plan modification and they are treated as quasi-judicial items. He suggested letting the applicant make his presentation on all the items at one time, but separate motions were needed for each item.

Motion

Vice Mayor McCray moved to remove Items C, D and E from the table. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

Attorney Cherof read Proposed Ordinance No. 17-001 by title only on second reading and Proposed Ordinance No. 17-002, by title only on second reading.

Steve Wherry, Esq., 200 E. Broward Blvd, on behalf of the applicant, Isram Realty, consented to consolidating the presentation into one and agreed the vote should occur separately.

Attorney Cherof administered an oath to anyone intending to testify.

Attorney Wherry explained this meeting will address the second reading for the Land Use Plan Amendment and Rezoning application. At the last City Commission meeting on January 3rd, the City Commission tabled items C, D and E. He acknowledged what is before the City Commission and part of the record is the staff analysis and staff report for each item as well as the record and recommendations of the City's Planning and Development Board and the applicant's applications and justification statements which amply demonstrate, by substantial and competent evidence, the applications meet the required criteria for each application.

Attorney Wherry explained Jiro Yates, FSMY Architects and Planners, will review the site plan, provide an overview and narrate the video. They considered answers to the questions posed at the last meeting made by members of the public on January 3, 2017. Following the presentation by Mr. Yates, they will address the questions and comments. He advised Dennis Flynn, Civil Engineer; Brian Kelley, Traffic Engineer; and Shaul Rikman, Chairman Isram Realty; Mattie Rikman, CEO Isram Realty; Borruck Cohen, COO, Isram Realty; and Shawn Gorbel, CIO, Isram Realty were present.

Mr. Yates, 888 S. Andrews Avenue, Ft. Lauderdale, gave a presentation of the building as seen from the rights-of-way. Outdoor dining will be added to frontage on Federal Highway. A new structure would house a deli or coffee shop and the north side would also have the same. The existing Wells Fargo Bank is not part of the property. Wendy's will be revamped to new standards. The building will be 140/150 feet back from the bridge. Different materials such as wood and aluminum panels, horizontal and glass railings will be used. A restaurant will be in the front. There is a public access plaza along the water. A view from the pool deck was shown, which was about 50,000 square feet, which is a green roof element for private dog walking, the pool and other amenities was viewed. A view from across the Intracoastal to the building was shown. Another video from a pedestrian standpoint was viewed south on Federal Highway showing a wide sidewalk with shaded areas with benches for people to enjoy. They are working with the City to provide Art in Public Places and for art to attract the public. A view of the pedestrian connection was viewed as was the drop off area by the lobby. Although it is private land, it is open to the public. There will be an easement created, outdoor dining that could also be used by Prime Catch and they were working with the City to have the area be multi-functional for events, art shows, highlight kinetic art and provide an area for people to enjoy.

Mayor Grant asked if there was a wrap-around to the south end of the building and learned there was. A walkway continues along the south side adjacent to the mangroves with benches. Plans for artwork on the side and a diagram showing the intended park on the side was in the meeting materials.

Mr. Wherry answered questions posed by the public at the last meeting as follows:

Susan Oyer had noted the plan showed palm trees that do not provide shade and are poor CO2 generators and asked if they could plant more shade trees. Attorney Wherry advised they added a good number of shade trees, but there are limits in terms of adding shade trees. Most opportunities for shade trees exist in pervious areas and are located in islands by surface parking or adjacent to structures. Due to the size of the canopies and root ball, they require a certain amount of space to thrive. They believe they maximized the shade trees in the site. If staff can identify additional opportunities, they are open to the suggestion as shade trees make the site more comfortable.

Ms. Oyer had also asked to add roof top gardens. Attorney Wherry noted the pool and amenity deck is heavily landscaped which could be considered a rooftop garden. The buildings, at maximum height, do not provide opportunities for roof top gardens as they will have air conditioning, condensers and other types of equipment that do not leave much space for a roof top garden. It is also not safe. The pool and garden area on the rooftop was approximately one-acre, located above parking and some small retail space.

The video showed Joann Fabrics, Walgreens and Wendy's as renovated. The question was if the tenants were supportive of renovating. Attorney Wherry responded they cannot get a written agreement without an approved site plan, but without exception, all of the tenants that will remain support the changes. Tenant spaces are leases for interiors of existing structures. Renovation of the exterior is within Isram's purview.

Another question pertained to what plans were in place for fire access in the rear corner of the site. Ms. Oyer had heard there would be collapsible planters so fire trucks can access the area. Attorney Wherry explained the building is a Type 1 building which uses certain building materials that are non-flammable such as non-flammable concrete. The building is fully sprinklered, smoke exhausted and fire truck access to the rear of the property was through the site plan review process and was something that is not required. They are required to provide access roads so the exterior of the ground level is within 450 feet of the access road, which they meet. The architect was working with the Building Department to coordinate using fire hydrants and/or standpipes to be at locations to be approved should they require additional fire protection features. Isram was willing to do that.

Mike Fitzpatrick had commented there were three acres to the south consisting of mangroves that should be included and conserved He asked about the status of the three acres and if was possible to add a walkway with a locking gate between the

Riverwalk project and Seagate of Gulfstream. Attorney Wherry explained it is a separate parcel unrelated to the project, and they are not proposing any type of construction or walkway.

Brian Edwards wanted the building to be 75 feet and thought it was ugly. He noted the building height is designed to be 100 feet which complies with the City's Consolidated Plan and it is more appealing than the current old Winn Dixie. Attorney Wherry explained the building was 100 feet from the roof level and there is an additional five feet for aesthetic screening, architectural features, and stairway access to the roof. Functional and aesthetic elements reach the 105 height

Nancy Hogan did not think the project was presented to scale as the Intracoastal Waterway was narrow there and the boats appear overly large. Attorney Wherry explained FSMY designed the project and entered the data into software to provide a 3-D video. All was to scale and there was nothing in the video that was deceptive.

Ms. Hogan had also asked how a 15 foot or more setback was possible if the Code required a zero-foot setback. Mayor Grant commented City staff will provide the answer.

Herb Suss had asked if the developer checked with the U.S. Coast Guard regarding permitting for docking boats. Attorney Wherry explained Isram does not plan to develop docks for the boats at this time. Prime Catch has an existing dock in the general site area people could use to dock. There are no new docks planned as part of the project.

Are any federal agencies required to grant approvals for permits related to the project? Attorney Wherry explained they are not aware of any Federal agency that is required to review any aspect of the project.

Mayor Grant had asked if the project and the pedestrian walkway was dog friendly and learned it would; all Isram properties are dog friendly. He had also asked if the bus stops can be enhanced with benches to provide ample seating, but in a design to limit the ability of individuals to lie down and sleep. Attorney Wherry explained bus benches that are aesthetically pleasing will be designed in a way to limit the ability of people to sleep.

Mayor Grant also had commented there was a discrepancy between the old and new traffic plan. Attorney Wherry explained when they first started the project nearly two years ago, they did not have the new retail on Federal Highway, so the total commercial square footage was lower and so was trip generation. When staff asked them to consider the retail structures on Federal Highway, they agreed, it affected the total square footage dedicated to commercial uses that required them to update the traffic analysis. The updated analysis was why there were two different traffic counts.
Does Isram plan to add an Uber stop or a 10 to 15 minute drop off location near the entrance? Attorney Wherry responded not at this time. Eventually people will use transportation other than their own vehicles. They do not want traffic circulation in the

interior of the site impacted. People may order an Uber but they can add an Uber stop if appropriate. Mayor Grant had asked what provisions were made for recycling commercial garbage and learned there will be recycling bins for restaurants.

Try to preserve as many existing trees as possible along the Intracoastal. Attorney Wherry explained all the trees on the property were surveyed and they are mostly invasive Fichus trees that are not scheduled for preservation. Trees that are not invasive will be relocated within the site to the extent they can be preserved.

A photograph shown at the January 3rd meeting depicting residential single-family homes near City Scape has a questionable frame of reference. Someone wanted to know what distance the photograph was taken from the residential property and the distance between the residential property and City Scape building. Attorney Wherry commented several photos were taken to demonstrate that high-rise buildings can exist next to single-family home communities and each one maintains separate characteristics. The high-rise buildings are adjusted to be compatible with adjacent single family home communities. Attorney Wherry advised he would supply the dimensions, as he did not have them handy.

Can a left turn lane at the western exit be installed? Attorney Wherry commented it would be a challenge to add a left turn lane near the western exit due to the County and State's separation requirements for a full access opening. He did not think there was an opportunity to install one at this time.

Will the project include plans or programming of activities for the Intracoastal Boardwalk area? Attorney Wherry explained the project will include a provision for a public access easement which they will have recorded prior to permitting. One element included in the public access easement was the ability of the City to create programming if it was wanted in this area. They would also describe what typical hours of operation would be. Parks in the City operate from sunrise to sunset and he suggested similar hours be applied to the access easement there was a special event planned. Isram plans to have some activities for its residents. The City would pay for City events and Isram will pay for Isram events.

Rich Tufano had previously inquired about the future of Joanne Fabrics and if a food store or specialty grocer would be located in project. Attorney Wherry explained Joann Fabric still has a number of years on the lease and they cannot bring in a specialty grocer with that lease in place. If Joann Fabrics chooses not to renew the lease or relocate, Isram can consider other uses to help activate and improve the mix of uses in the project area.

Commissioner Casello asked about the seawall and learned Isram Realty would be responsible for maintaining the seawall, building and property security.

Commissioner Katz had asked for the details regarding the public access easement and hours of access. Attorney Wherry commented it was addressed earlier, but the details are subject to negotiation by the City Attorney and the City Commission and then recorded.

Attorney Wherry noted David Katz, Chair of the Planning and Development Board, had asked if Isram could convert existing parking to increase the number of handicapped spaces and if so, if they could be near Walgreens or Joanns Fabric and on the east side of Joanns Fabrics. The design team noted they have a surplus of parking, but if they brought the parking to the required number, they could convert some standard spaces to handicapped. If it is the will of the City Commission, Isram would do so.

There were no further responses to the questions posed at the last meeting.

Attorney Wherry explained the criteria for approval of the plan to amend the current land use designation from Local Retail Commercial to Mixed-use Core and the rezoning, converting from the current Community Commercial C-3 to Mix-use 4 are identical, but pertain to different sections of the LDRs. The responses they provided are applicable to both those requests and specific to the criteria that have to be met. The staff analysis and Isram's justification statements details the criteria and how the project meets the requirements. A number of the requirements were already placed in the record and if there are any questions or concerns about the criteria, they can address them. If no questions, the applicant met the burden with the record at hand. Attorney Wherry clarified he was referring to the City staff PZ memorandum No. 16-043, dated October 13, 2016, and also to the Community Design Appeal application memorandum from City staff PZ No. 16-051. Together with the application and justifications referred to in the memo, Isram amply demonstrate they met all the applicable criteria. They agree with staff regarding recommendations and findings regarding the Height Exception as contained in PZ memo No. 16-052 dated December 20, which addresses the criteria and staff's findings relating to the height exception.

All of the staff reports were contained in the meeting materials.

Attorney Wherry commented they agreed with the Master Site Plan Modification (MSPM), Memo No. PZ 16-049 dated December 15, 2016 which details staff's findings and recommendations regarding the conditions of approval with reference to Isram's application. If there are questions, they can address them on a case-by-case basis. They entered into the record evidence of a substantial competent nature suitable to support approval for the five items.

Mayor Grant opened public comment

Edward Tedtmann, 869 NW 8th Avenue, had a concern regarding a conflict of interest by Vice Mayor McCray accepting a $3,000 contribution from the Rikman family. They do not live, nor is their property in his District. He thought Vice Mayor McCray should

recuse himself from voting. If he fails to do so, he recommended Mayor Grant silence Vice Mayor McCray in regard to any further voting on this project. He thought the campaign contribution was a ruse and a way to hide a bribe. He expressed he and others in Boynton Beach were disgusted.

Vice Mayor McCray explained the contributions from Riverwalk comprised 22% of his campaign dollars. When said and done, the figure will be less than 10% because of the support he has received for the vision of Boynton Beach and from the residents of District II. He supported the Consolidated Plan and Riverwalk since inception because of the tax benefits to the City and CRA. The developer has assured him he would work with the churches in the HOB to help provide jobs. It is not a conflict of interest; he was running a campaign. He was not being bought and would not be silenced.

Lori Porgess, Casa Costa, 450 N. Federal Highway, could not see why anyone would be against the project and expressed safety was her primary concern. She is less than 1,000 feet from this meeting, but could not walk to it because she would have to pass pimps and prostitutes by CVS, pass pawn and liquor shops, and closed stores and vacant lots. The only thing lit up after Bud's closes in the evenings is KFC. She is a guardian ad litem and noted many foster families live in Boynton Beach. They complain about gunshots, drugs and several have moved out of the area. She has lived in the area for six and a half years and obtained a concealed weapon license because she is afraid to walk the dog at night. She supports development because it brings modernization, increases tax revenues, jobs, and restores blighted areas. She wanted to create a Las Olas or Atlantic Avenue, create shops and restaurants and keep Boynton Beach money in Boynton Beach to frequent its own establishments. She thought they must change things here and staying stagnant was suicidal for Boynton Beach.

Mary Nagle, Acting President, Boynton Intracoastal Group (BIG), explained BIG is part of 2,500 residents and six communities which she listed. They reached out to neighbors and expanded to other communities to support each other. They objected to Riverwalk based on the height, density, traffic, environment, aesthetics, compatibility and balance. She thought having a 10-story building seemed out of whack. Seagate has residents that are excited about the project, but they feel the traffic is already bad, the density is there, but it will not work as well as they all hope. She noted Isram has an excellent reputation, and thought the town and Seagate will benefit. Residents did not feel they were being heard and understood. She thanked Mayor Grant and Commissioner Romelus and gifted them with *Whose Listening* tee shirts and commented the other three Commissioners deserve another chance. She hoped future developers should contact other larger groups so they could be part of the change.

Mike Fitzpatrick, 175 SW 2nd Street, noted the video did not show the exit on Woolbright Road. He thought if people wanted to live in a concrete canyon, people should have moved to Hollywood. Boynton Beach did not want solid 10-story buildings when the City residents voted for a 35-foot limit and was told that was not their intent.

He thought the adjacent three acres would have helped break up the project, noting when he spoke with Isram a year ago, they were happy to give up the three acres and now they are not. He asked what the City would receive from these concessions and thought it was very little. It was not what the citizens wanted and he thought the only person getting anything back from the project was the $4,000 to $5,000 going into Vice Mayor McCray's campaign account.

Robert Lewis, 350 N. Federal Highway, Apt. 510, commented it was not safe for residents to go out after dark on Federal Highway as there are homeless people and problems with addicts especially due to sober homes. Federal Highway, Ocean Avenue and Boynton Beach Boulevard are main thoroughfares and people travelling through South Florida see Boynton Beach and it is not good. Every community that developed from Miami to Jupiter has had preservation committees and each planning commission heard them and responded. The City Commission knows crime has to be cleaned up in the community. Residents have waited nine years for 500 Ocean to be developed and cannot wait another nine years for another development. The site is valuable property that backs to the Intracoastal Waterway. Mr. Rikman indicated he wanted to build luxury apartments. Even if opposed to higher height, it was something to be proud of. Alexandra Seltzer, of the Palm Beach Post reported the Mayor hesitated to give approval because he had questions he would submit. He heard the responses. He commented the City Commission received an affirmative traffic report and hoped they would vote to approve the project because it was something the community needs.

Maureen Tufano, 205A N. High Point Boulevard, understood the property was bought years ago by Isram at a foreclosure sale. They could have turned it around similar to Sunshine Square, but did not and Winn Dixie is out of business. She did not think the development would pay for the salaries, infrastructure and other items needed by the community as most of the money goes to the CRA. The City would receive little. She commented the City Commission has made the four corners on Woolbright and Federal Highway valuable. Las Ventanas just sold for millions and they can build ten stories. She read the City's Mission statement and questioned, "responsible financial manner". After the January 3rd City Commission meeting, she learned the setback for the Intracoastal Waterway was supposed to be 90-feet and it was now zero. She thought not only did the City give away their beach, they have given away the pristine nature of the Intracoastal with a zero setback. She questioned what the City Commission had done and how the Commission could sleep at night.

Richard Tufano, 205A N. High Point Boulevard, explained the City Commission has created the MU-4 District and has gone from 45 to 100 feet. Although the District was constructed to accommodate the development by spot planning, there was no reason why an additional five feet was needed. The building could be constructed one story lower and have parapets and architectural features suitable for the project at the height permitted by the City Commission at its last meeting. No good cause has been shown why it should be other than the 100 feet that has been allowed.

Susan Oyer, 140 SE 27th Way, noted there are pergolas and open structures on different building platform levels and her suggestion was to add vines or bougainvillea so there would be tree plantings on the top and it would green up the project. Several people spoke about safety at Casa Costa, Boynton Beach Boulevard and Federal Highway, and she would refer those individuals to Officer Shrec and call the Police when they see unsavory characters. She understood more class B office space was needed than overpriced apartments or condos and pointed out most tax dollars for the project would go to the CRA and very little to the City. She asked why the City Commission was not focusing on office space or jobs. She was not hearing nice stories about the rentals at Las Ventannas. She presented environmental impact information about tall buildings noting the City's slogan was *Breeze into Boynton,* but there would be no breezes due to tall buildings. She thanked Mayor Grant and Commissioner Romelus for listening and asked if the other Commissioners were listening.

Joan Lewis, 350 N. Federal Highway, Casa Costa, commented when she drives south on Federal Highway from her home, she passes a closed convenience store next to Dunkin Donuts and passes a motel with underage prostitutes, homeless and drug addicts. Although she preferred something not as tall, when she looks at the motel and empty lot and store, Boynton Beach is not a quaint fishing village.

Dan Decker, 5520 N. Ocean Boulevard, Ocean Ridge, heard a lot of citizens speak, but he has not heard how the Commissioners think. Commissioner Romelus commented she was voting against it to support the residents in the district. He wanted to know what the Commission thought about the issues raised. He did not recall any statements about the project made by Mayor Grant. Commissioner Casello said 75 or 100 feet tall looks the same to the naked eye. Commissioner Katz was quoted as saying he voted for the project so he could live in Boynton Beach, which he thought was vague. He opined the issue was the project would bring money to the City, but it would bring money to the CRA. He hoped to learn their opinions.

Herb Suss, 1711 Woodfern, favored sensible development, noting Delray Beach was building four and five-story buildings with nice colors. He noted more buildings means more people. He was driving north on Federal Highway from Woolbright Road and saw a concrete jungle. He asked when development would stop. He lived near a building that exceeded 45 feet He did not trust developers and urged the City Commission to listen to the people and thought the project would hamper traffic. He agreed with a prior comment the City was getting very little in return. He commended Commissioner Romelus and Mayor Grant who listened to the residents and asserted the project was not sensible development and he City Commission was making a mistake.

Cynthia Archbold, was legally noticed as an affected party at 5552 N. Ocean Boulevard, Ocean Ridge, and she thanked Commissioner Romelus and Mayor Grant for listening to the residents. They do not want a massive, out of scale monstrosity. She commented the rendering is beautiful, but the building will not look like that as the rendering is distorted. She lives across from the project and knows how wide the

Intracoastal is. The building is seven stories not 10 stories. Residents are giving up skyline and scale for a developer. She commented the City Commission was selling the future beauty of the City and noted they modeled the project on Delray. She thought it was spot zoning and it set a terrible precedent. It would line the pockets of developers at the expense of citizens. Renters are not committed to the future of the community

James DeVoursney, 2625 Lake Drive N., explained the traffic study was comprehensive, and asked how it would affect motorist travelling eastbound going over the bridge, as his wife waited three traffic cycles waiting to make a left hand turn onto Woolbright after the bridge went down. There was limited retail space and he wondered what would happen to Sushi Simons, Josies and Bonds and Smolders. He commented as a member of CRA Advisory Board, they had the ability to vote on the Comprehensive Plan and they could parcel it out. He thought they missed a golden opportunity to negotiate and get a better deal. They had leverage before switching over the future land use.

Ron Hirsch, 450 N. Federal Highway, understood the City was not being offered a choice. If they want the building, it will be 100 feet. The Riverwalk project will have either a 90-foot setback or a zero foot setback. He wanted people to be able to walk it and people are saying they want development, but they want business instead of residential. He commented Isram was not offering business or residential and 100 feet or 75 feet, if the City wants development they have to accept what they are willing to do. They would not have to worry about traffic because the area is blighted and it will continue to deteriorate. Boynton Beach could lose its status as the third largest City in Palm Beach County. As far as people wanting development, he noted desires without actions are only wishes. Isram was offering an actionable plan. He supported the development otherwise blight would continue. Development is contagious and blight is contagious as well.

Thomas Perry, 19 Harbor Drive South, Ocean Ridge, was concerned about ingress and egress if the project was approved. He frequents the shopping center all the time and entering and leaving the shopping center by the Wendy's and Wells Fargo was disastrous. He had not heard anything about the studies and did not know if it was addressed, but he thought access at the corner with the added density was hard. He did not know if the video shown used the trip generation data, but hoped traffic would be addressed.

Nancy Hogan, Ocean Ridge resident, explained she has lived in Ocean Ridge for 40 years and believes in community and in responsible development. She attended the Ocean Ridge City Commission meeting and noted the health, welfare and safety of citizens is the number one responsibility. She commented things will change with the development on the four corners. The City is changing height and residents need access off the island. She thought the City was not thinking this through, when the Commission knows two new banks were on site over the past five years and another bank was redeveloped. Las Ventanas is there and they are getting a fast train.

Residents will not get over the bridge as they will be stopped by the train. She thought there should have been more discussion and compromise on the height of the building and she wanted the City Commission to care about its residents.

Lynn Welsh, 5530 N. Ocean Boulevard, Apt. 302 in Crown Colony, asked what the City would receive in return for the variance. She questioned why the City would create a district up to 100 feet and allow an extra five feet above the 100 feet. Some residents agree they want the project, and she pointed out when developers do not get what they want, they redraw the design. She asked what concessions the City received. She thought Riverwalk looked narrow and hot, and was not appealing. She asked if the City required public restrooms available to the public without purchasing something from a café because there will be a lot of people in the apartments that will walk across the bridge to use the public access to the beach, but if these are apartments, there may be more families living there with small children and there will be no amenities for them. She asked if the City requested a shuttle to Oceanfront Park as there is no parking in Ocean Ridge and there will be parking overflow. She thought there were many concessions that could have been requested and explained the City could turn them down. She favored creating something that would be a true advantage to the City and would not create a lot of concessions or human waste at the beach. She thought the developer could make changes that would benefit all if the City requested them.

Harry Woodworth, 685 NE 15th Place, commented many people spoke who lived in the community for years, but he never saw them at any City Commission or CRA meetings or at any forums, charrettes or other meetings that most people in the room had been attending for nearly two years. He did not see any attended the five meetings that discussed the land use plan that was specifically misdirected to allow the four corners to spot zone to build a 100-foot building in a location that it should have never been in the first place. He commented there were residents talking about how great it would be to live in Aventura and other high rise communities and that many people moved away. Residents moved to Boynton Beach to enjoy a small town environment. He noted no one was upset about 500 Ocean as they were trying to obtain reasonable development, or Las Ventanas as they were scaled correctly. He recalled the City tried to approve Casa Costa through on a consent agenda item until it was pulled off. He inquired how retail on the bottom floor was doing. He was trying to defend their way of life, where they chose to live. He explained they were just trying to avoid making the City like every other town from here to Miami. He thought they may be too late because he thought the City would approve the project and commented that was sad.

Kristine DeHaseth, Executive Director, Florida Coalition for Preservation, 4600 N Ocean Boulevard, Boynton Beach, explained they represent over 6,000 Barrier Island and Intracoastal communities. She explained on December 4, 2015, staff released their first round of comments regarding Riverwalk. Comment 84 of 132 comments reads: " . . . the proposed overall building height is 105 feet." Per Chapter 3, Article III, Section 5.c.1, the maximum height in the MU – L 3 is 75 feet. The current design of the building allows for larger surface area that would allow for the height of the building to be

lowered. Staff recommends extending the building over the proposed surface parking area to the west of the building, and possibly connecting it to the existing commercial structure. The project is currently under density and does not call for additional height. Staff may support some magnitude of height increase if urban design elements such as a view corridor are incorporated in the design of the mass of the building.

Ms. DeHaseth asserted staff and the CRA slowly and repeatedly, morphed their position to accommodate the behind the scenes promises that were made to Isram. Riverwalk Plaza went from a commercial zone with a two-story height limit, to MU-L 3 Zone with a 75 foot height limit, residential density of 40 units per acre and a 90-foot setback off the Intracoastal. A new CRA Plan then changed the zoning to MU-4 with a 100-foot limit, residential density of 50, but still with a 90-foot setback off the Intracoastal Waterway.

The last and most blatant accommodation was a change to the MU-4 zone during the last City Commission meeting to reduce the Intracoastal Waterway setback to zero.

(Commissioner Casello left the dais at 10:15 p.m.)

She questioned if the City wonders why the City has thousands of unhappy, disillusioned citizens who feel their voices have not been heard. She commented the Citizens now distrust staff, advisory boards and Commissioners alike and realize their City repeatedly changed their LDRs, and for all practical purposes, instituted spot zoning to accommodate a developer. She commented Boynton can do better to become a thriving sustainable, desirable City, but the City Commission must listen to residents.

Flynn Holland, 618 S. Seacrest Boulevard, was coming out of Publix onto Woolbright, but the cars backed up and the people from the existing development could not get to Woolbright to turn left and go home. She saw there will be two existing entrance and exits, no left turn onto Federal Highway or a light by Wendy's. She questioned the parking for the amount of residents and for commercial in the front of Federal Highway and Woolbright and parking for Prime Catch. She asked if they could use the parking garage to enjoy the amenities. She explained residents walk and bike to the location and asked where they would allow access to the beach on a bike. She commented 500 Ocean was developing a promenade to the line and there was no access to cross the street on a bike to go to the beach. She questioned if they could park at the beach. She did not object to development, but thought the development was detrimental for the health and safety of the people that go to the market. Residents had hoped a Whole Foods or Fresh Market would locate there. She thought the development would be a repeat of what occurred at Casa Costa.

(Commissioner Casello returned to the dais at 10:19 p.m.)

Ms. Holland explained they cannot park by Two Georges, they have valet parking, and what was formerly free parking was now five dollars. She did not understand how this development works and commented if it did not work with a lower density, the project

should not be approved and they will have to sell the property. She thought the City was giving too much away. She asked who would maintain the roads and where the density would go. She requested a bike path be instituted, and cannot see how the scale of the development will do anything for the community.

Ed Bresnihan, 5552 A Ocean Boulevard, President Ocean Ridge Yacht Club, explained all 50 residents of the Yacht Club were an affected party, and they opposed the project due to their proximity to the development, the massive scale and proposed height. He understood some citizens were not opposed to development. He noted blight, crime, vacant stores exist, but they were only looking for responsible development. Over 300 citizens expressed concern and the prior mayor was voted out due to his development stance. Citizens were speaking, but no one listened. The City sanctioned an irresponsible development plan and did all they could to adapt the City's rules to make a 10-story apartment building legal, but did nothing to address concerns of citizens or make the project a responsible development. He indicated there was no justification or need for the height exception. He thought if the apartments could not fit into a 100-foot height, floors should be removed until it fit. He requested the City Commission deny Height Exception 16-002. He noted attendees were in mourning and wearing black armbands and hoped there would be a new Boynton Beach, but it was the same old thing; no one was listening.

Butch Buoni, 450 Horizons East, #304, explained the City Commission knows his position. He quoted from a famous document, Circa 1776. "The securities rights governments are instituted among men, deriving their just powers from the consent of the governed." He commented the citizens will never forget the Commission's vote for this oversized massive and out of scale apartment house, masquerading as a multi-use project. Their vote and total disregard for the citizenry will follow them always.

Mayor Grant closed Public Comments.

Mayor Grant explained he had been fighting this project from the beginning and recalled community meetings at Sterling Village. He has been speaking with the Commission and they have been voting yes. He tried to get the CRA Consolidated Plan to limit MU-3 to 75 feet. He asked to table the new MU-4 Land Development Regulations as he was not happy with the language. He did not think it looked good for the City when the City Commission did not know what would happen. He recognized there were residents that support the project and attended the Planning and Development Board meeting and it passed 4-3. He appreciated all they've done. He stands behind them; however, he will vote in the negative.

Vice Mayor McCray thanked Isram for coming in with the project. He liked they would hire citizens from District II, who were less fortunate. Vice Mayor McCray explained his father did not finish elementary school. He came from Georgia but he worked hard and a developer gave his father a chance. His father was a laborer who became a foreman. His father did not graduate from the University, but he built the University that Vice

Mayor McCray graduated from. His father did not go to school to be a doctor or surgeon, but he built JFK Medical Center. Vice Mayor McCray spent 24 years at JFK Medical Center where his mother retired from the Respiratory Therapy Department. They built the Heart Institute at the JFK Center where Vice Mayor McCray was a department head. A doctor came to him one day indicating a man downstairs said he was his father and it was. He watched his father sweat while he returned to an air conditioned building. His father was not afforded the opportunity to sit in the board room he built. His son sat in a board room and chaired meetings because someone like the developer gave his father a chance. He announced that was how he would vote.

Commissioner Casello explained the project has been vetted for two years. He was also at meetings and met with Tom McClure. Through the whole debate, concessions were made. The City Commission and CRA Board voted for MU-4 which allows Mr. Rikman to do what he requested. He has not asked for anything or any money. All the expenses were coming out of his pocket. He noted people in Ocean Ridge do not want to look at the buildings, but they are looking at vacant Winn Dixie dumpsters. He never heard one business complain about the project or one word from Prime Catch. He respected everyone's opinions and advised the City Commission has had to make some controversial decisions. He believes in the project, pointing out Mr. Rikman does not flip properties, he is community oriented and would be an asset to the City. He did not think the building was a concrete monster.

Commissioner Casello commented Boynton Beach lost its innocence in the late 1960s when it was all farmland. The mall was constructed and in the early 1970s Motorola came. Then there was the Renaissance. The City got 1,100 new homes from the Cortina Project, and no one was talking about traffic problems on Congress, Gateway, and Boynton Beach Boulevard. He asked if the sentiment was, not in my backyard. He thought Boynton Beach was not a quaint fishing village, rather it is growing and will continue to grow. The project will contribute to the City down the road and will generate hundreds of thousands of dollars. A developer comes in and develops a project on land he owns outright and will make an investment without CRA money. The CRA will fix roads and other issues, buy other properties and bundle them, promoting housing projects. The City has a CRA District with slum and blight. The development will be a catalyst for the CRA District. It will help them, produce taxes which he supports.

Commissioner Romelus explained her comments are already known. She recalled attending the meeting and residents were not in favor of the project. She had met with the developer several times and agreed the developer was doing their best to appease as much as possible for the constituents, which she commended. Her position as a Commissioner is to represent her constituents and their opinion is they do not want the project. She did not think the residents who do not have to deal with the development each day should have their concerns overridden because the City Commission wants something else. She opposed the development.

Commissioner Katz listened and took notes. With regard to statements about needing to create a sustainable community in a financially responsible manner, he explained the notion this was CRA money and not the City's was not true when you scratch the surface. The money goes to the CRA which encompasses almost all of the entire downtown including the Town Square project, the Old High School, Boynton Beach Boulevard and others which overlap the CRA. The monies will be spent in place of City funds, per law, for those projects. The Old High School was a big issue during the election, some said keep it; some said knock it down. His position from day one was the building had a function in the future, and would be a centerpiece once restored, but he knew it costs millions of dollars. He commented the City cannot just spend money; they have to generate revenue. The City needs to do something fiscally responsible and that includes taking a small degree of pain for things they really want. He tied the project to CRA money helping the City and to the future growth of the entire downtown. He would not support the Old High School or any other expenditure for the Town Square Projects if he did not think they were creating revenue at the same time.

Commissioner Katz heard from Ocean Ridge residents that Boynton Beach sold its beach and gave away the land. He appreciated their concerns for the City and would like to reunite it. He noted the City provides water, fire and police services to those who live outside the City which those residents pay. The project is not about their profit, and the City has to sacrifice to get something they want. There is an abandoned Winn Dixie on the most valuable land in the City with homeless people there. He saw the original plans years ago that was in compliance. It was a massive structure that maxed out density, and this project does not. Some people do not like height, but he would rather see three floors up on a small piece than three floors less where the footprint of the building covers everything.

Motion

Commissioner Katz moved to approve. Vice Mayor McCray seconded the motion

Attorney Cherof requested separate motions on the agenda items related to this project. He requested a roll call for Ordinance 17-001.

Motion

Commissioner Katz moved to approve Ordinance 17-001. Vice Mayor McCray seconded the motion.

City Clerk Pyle called the roll.

Vote

The motion passed 3-2 *(Mayor Grant and Commissioner Romelus dissenting.)*

B. **PROPOSED ORDINANCE NO. 17-002 - SECOND READING** - Approve Riverwalk Rezoning (LUAR 16-003) from C-3 (Community Commercial District) to MU-4 (Mixed Use 4 District) with a master plan for 326 apartments, 51,220 square feet of commercial space, public waterfront promenade, and related site improvements on 9.78 acres. Agent: Steven S. Wherry of Greenspoon Marder, P.A. for Shaul Rikman of Isram Riverwalk LLC., property owner.

Motion

Commissioner Katz moved to approve. Vice Mayor McCray seconded the motion.

City Clerk Pyle called the roll.

Vote

The motion passed 3-2 *(Mayor Grant and Commissioner Romelus dissenting.)*

C. Approve request for Riverwalk Plaza (CDPA 16-002) Community Design Plan Appeal of Chapter 2, Article III, Section 4.B.3, "Build-to-line", requiring buildings along Woolbright Road to be constructed within a build-to-line of 0 to 15 feet to allow a setback of 139 feet. Applicant: Shaul Rikman, Isram Riverwalk, LLC. ***(TABLED TO JANUARY 17, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION TAKEN ON THE CORRESPONDING APPLICATION ITEMS).***

Motion

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

Vote

The motion passed 3-2 (*Mayor Grant and Commissioner Romelus dissenting.)*

D. Approve request for Riverwalk Plaza (HTEX 16-002) Height Exception to allow the stair towers and decorative architectural features of the Riverwalk Plaza mixed use project to be constructed at 105 feet, 5 feet above the maximum allowable height of 100 feet in the MU-4 (Mixed Use-4) zoning district. Applicant: Shaul Rikman, Isram Riverwalk, LLC. (***TABLED TO JANUARY 17, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION IS TO BE TAKEN ON THE CORRESPONDING APPLICATION FOR LAND USE AMENDMENT AND REZONING)***

Motion

Commissioner Casello moved to approve. Mr. Katz seconded the motion.

Vote

The motion passed 3-2 *(Mayor Grant and Commissioner Romelus dissenting.)*

E. Approve request for Riverwalk Plaza Major Site Plan Modification (MSPM 16-002) for 326 multifamily units (rental apartments), 51,220 square feet of commercial space, public waterfront promenade and related site improvements on a 9.78-acre parcel located at the southeast corner of South Federal Highway and Woolbright Road. Applicant: Shaul Rikman, Isram Riverwalk, LLC. ***(TABLED TO JANUARY 17, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION TAKEN ON THE CORRESPONDING REQUESTS FOR LAND USE AMENDMENT AND REZONING)***

Motion

Vice Mayor McCray moved to approve with the listed conditions of approval. Commissioner Katz seconded the motion.

Vote

The vote was 3-2 *(Mayor Grant and Commissioner Romelus dissenting.)*

F. **PROPOSED ORDINANCE NO. 16-025 - SECOND READING** - Adoption of an Ordinance establishing a Moratorium for a period from December 6, 2016, to June 4, 2017, regarding group homes.

Attorney Cherof read proposed Ordinance No. 16-025 by title only on second reading.

Motion

Vice Mayor McCray moved to approve. Commissioner Casello seconded the motion.

Alex Alan, 905 N. Railroad Road, explained he opposed the Ordinance. He is not an attorney or involved in ownership or operation of any treatment center or halfway house. He is a citizen who is clean and sober since 1989. He noted the word addict was used four times in a negative connotation. He commented the moratorium would violate six provisions in the Americans with Disabilities Act, (ADA) which was passed in 1990 and ratified in 2010. Mr. Alan explained the Ordinance discriminates against someone with a disability and discrimination comes in many forms. The ADA defines alcoholism and substance abuse as a disability and clearly states housing for alcoholics and addicts cannot be interfered with by any public or private entity. He commented the municipality has no immunity to that cause and can be sued.

He explained the City was looking at the wrong end of the issue as real halfway houses do not accept any money from anyone or insurance at all. Their residents have to get

jobs and pay rent. Passing the Ordinance would not solve anything except hurt the people who need the help the most because the rehab centers are bilking insurance and will build their own halfway houses. They already do their own lab testing. The moratorium will hurt those who open their homes for these people to recover and accept no insurance. The individuals being arrested are in business with rehab facilities and have turned recovery into a business. When he got sober, he did not pay any fees or dues. He applauded the City's efforts, but they were looking at people at the lowest end of the issue. He requested the Ordinance be re-examined. The moratorium does nothing for the problem, it only hurts the recipients.

Mayor Grant explained the Ordinance does not discriminate. It is against the business owner that comes into Boynton Beach and affects the residential nature in residential zoning districts. It applies to every group home. The Ordinance is not saying they cannot keep on having a group home here and they are not limiting current group homes, but they need the correct legislation to ensure residential areas are not affected. Some group homes have over 10 people and some are three houses down from another group home with 10 people. The City will not issue a Business Tax Receipt to a group home owner until June. It does not limit commercial detox centers. There is a 90% recidivism rate because they are not under constant surveillance. He thought better research and legislation to protect residents was needed.

Mr. Alan commented regulation 35.150.B.2 says no private or public entity shall interfere, restrict, deny any person with a disability or on the basis of a disability any social service establishments, including but not limited to group homes and halfway houses. They require the services program and activities readily accessible by individuals with disabilities that are allowed to normal people. He commented the ADA does mention these facilities specifically. Mayor Grant agreed but commented the ADA was a big Act, and one clause cannot be applied to the entire act. Mayor Grant explained the City was moving forward with it because it is best for the residents of Boynton Beach and he appreciated Mr. Alan's comments.

Mayor Grant opened Public Comments.

Barbara Ready, 329 SW 13th Avenue, favored the moratorium. As a resident, she does not believe that treatment facilities belong in a residential area. As a mother, if she and her children were walking to school, she did not want to find needles and used condoms in the grass and was grateful for the moratorium. The City needs to find where these facilities should be located and the impact of the homes on the Fire Department and medics was being felt. She appreciated the moratorium

No one else coming forward, Public Comment was closed.

Commissioner Casello requested confirmation the City was within its legal rights to create the moratorium and learned it was.

City Clerk Pyle called the roll.

Vote

The vote was 5-0.

G. **PROPOSED ORDINANCE NO. 17-003 - SECOND READING** - Approve Ordinance prohibiting "Conversion Therapy".

H. **PROPOSED ORDINANCE NO. 17-004 - FIRST READING** - First Reading. Approval of ordinance limiting future cemetery use to City residents.

Attorney Cherof read Ordinance 17-004 by title only on first reading.

Mayor Grant asked if there was a definition of how long the person had to have been a City resident. Attorney Cherof explained there are a few provisions and exceptions included in the Ordinance that defined family and what immediate family is.

Vice Mayor McCray noted the Ordinance should be limited to burials of Cemetery residents and not use.

Mayor Grant asked if there was a limit someone could buy multiple lots for their immediate family and learned they could purchase adjacent lots for their immediate family. Mayor Grant asked how many lots they could buy and learned there was no limit. Individuals will have to show proof before interred that the decedent met the definition of family and the rules will be contained in the deed.

Commissioner Katz asked if people could purchase with the intent to resell and learned the City has the right of first refusal.

Motion

Vice Mayor McCray moved to approve. Commissioner Casello seconded the motion.

City Clerk Pyle called the roll.

Vote

The vote was 5-0.

14. FUTURE AGENDA ITEMS

A. Consider adopting a Chronic Nuisance Ordinance - February 2017.

B. Pursuant to Section 286.011(8), Florida Statutes, the City has scheduled a private attorney-client session to discuss pending litigation - February 7, 2017, 6:00 pm.

C. The Commission meeting on Tuesday, March 7, 2017 has been rescheduled to Monday, March 6, 2017 at 6:30p.m. in the Commission Chambers due to members of the Commission travelling to Tallahassee on March 7, 2017.

D. Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.

E. Monthly Departmental Presentations:

Library - February 2017
Communications/Marketing - March 2017

F. Discuss an amendment of the City's Zoning Regulations (LDR Chapter 3, Section 3.D.) to allow medical offices as accessory uses to a residential development. - February 7, 2017.

G. Discuss the creation of a citizen oversight committee as provided by Palm Beach County ordinance and Interlocal agreement - February 7, 2017.

H. Discuss cancelling the July 4th City Commission meeting - 2/7/17

15. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner Casello moved to adjourn. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 11:04 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Mack McCray

_____
Commissioner - Justin Katz

_____
Commissioner - Christina Romelus

_____
Commissioner - Joe Casello

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

Catherine Cherry
Catherine Cherry
Minutes Specialist

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve the purchase of new and replacement vehicles as approved in the FY2016/2017 budget in the estimated amount of $1,753,635.00 by utilizing the following contracts: Florida Sheriff's Association Contract # FSA16-VEL24.0 and FSA16-VEH14.0.

EXPLANATION OF REQUEST:
The Fleet Administrator recommends the annual purchase of thirty (30) replacement vehicles collectively for Police and Public Works/Sanitation as approved in the Fiscal Year 2016/2017 budget. Attached is a spreadsheet indicating vendor, number of units ordered, user department, bid/contract information and cost.

Florida Sheriff's Association Contract # FSA16-VEL24.0 (Effective 10/01/16 - 09/30/17)

Florida Sheriff's Association Contract # FSA16-VEH14.0 (Effective 10/01/16 - 09/30/17)

The agency complied with public contract bid requirement that satisfies the City of Boynton Beach bid requirements.

The Fleet Maintenance Division intends to award the following vendors for purchase as follows (see attached Exhibit 1 for vendor details):

1. Duval Ford eighteen (18) units, twelve (12) Ford Interceptor Utility patrol vehicles for Police in the amount of $341,976, one (1) Ford Interceptor Utility for Police Admin in the amount of $27,808, one (1) ford T-150 Cargo Van for Police in the amount of $21,423 and four (4) ford Fusion's for Police in the amount of $68,748.00. These units utilize the Florida Sheriff's Contract #FSA16-VEL24.0.

2. Autonation CDJR for one (1) unit, a Dodge Durango 4X2 for Police in the amount of $24,917. This unit utilizes the Florida Sheriff's Contract #FSA16-VEL24.0.

3. Hub City Ford for five (5) units, four (4) ford Escapes for Police in the amount of $74,356 and one (1) Ford Escape for Parking in the amount of $18,299.00. These units utilize the Florida Sheriff's Contract #FSA16-VEL24.0.

4. Orlando Freightliner for four (4) units, two (2) Recycle trucks for Sanitation in the amount of $359,258 and two (2) Grapple trucks for Sanitation in the amount of $269,134. These units utilize the Florida Sheriff's Contract #FSA16-VEH14.0.

5. Nextran Truck two (2) units, both are Automated Side Loaders for Sanitation in the amount of $547,716.00. These units utilize the Florida Sheriff's Contract #FSA16-VEH14.0.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? These 30 replacement and additional vehicles will be used throughout the City to provide services to our residents.

FISCAL IMPACT: Budgeted
The total budgeted amount for the FY2016/2017 Budget for all the new/replacement vehicles = $3,460,288.

The purchase price for these thirty (30) new/replacement vehicles = $1,753,635.

The remainder of the nineteen (19) new/replacement vehicles and the lighting for the Police Department vehicles will be purchased at a later date. These vehicles will be for Fire Rescue, Engineering, Building, Parks & Grounds, Solid Waste, Recreation, Utilities (Water Dist., Admin, Storm Water), and Municipal Golf Course.

ALTERNATIVES: To defer or not purchase these selective replacement vehicles. By deferring purchases, departmental maintenance cost and equipment downtime would increase thus affecting public service levels.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Various Vendors - see attached excel list

START DATE: 10/1/2016

END DATE: 9/30/2017

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agents, other local public or public safety agencies or authorities with the State of Florida, and the state universities and colleges.

ATTACHMENTS:

Type	Description

Addendum	Fleet Vehicles Purchased FY2016-2017 - Excel Sheet
Addendum	Florida Sheriff's Contract #FSA16-VEL24.0 for Vehicle's Listed #1 - #3
Addendum	Florida Sheriff's Contract #FSA16-VEH14.0 for Vehicle's Listed #4 and #5

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Livergood, Jeffrey	Approved	1/25/2017 - 1:56 PM
Finance	Howard, Tim	Approved	1/25/2017 - 2:21 PM
Legal	Swanson, Lynn	Approved	1/25/2017 - 3:48 PM
Finance	Howard, Tim	Approved	1/25/2017 - 3:50 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:13 PM

EXHIBIT 1
FLEET VEHICLE PURCHASES FY2016-17

VENDOR	# UNITS/MODEL	DEPARTMENT	BID/CONTRACT	COST EACH	TOTAL
Duval Ford	(12) 2017 Ford Police Interceptor Utility	PoliceDepartment Replacement	Florida Sheriff's Contract FSA16-VEL24.0 Item #6	$28,498	$341,976
Duval Ford	(1) 2017 Ford Police Interceptor Utility	PoliceDepartment Replacement	Florida Sheriff's Contract FSA16-VEL24.0 Item #6	$27,808	$27,808
Duval Ford	(1) 2017 Ford T150 Utility Cargo Van	PoliceDepartment Replacement	Florida Sheriff's Contract FSA16-VEL24.0 Item #37	$21,423	$21,423
Duval Ford	(4) 2017 Ford Fusion, 4 door sedan	PoliceDepartment Replacement	Florida Sheriff's Contract FSA16-VEL24.0 Item #18	$17,187	$68,748
Autonation CDJR	(1) 2017 Dodge Durango 4X2	PoliceDepartment Replacement	Florida Sheriff's Contract FSA16-VEL24.0 Item 32	$24,917	$24,917
Hub City Ford	(4) 2017 Ford Escape 4X2	PoliceDepartment Replacements	Florida Sheriff's Contract FSA16-VEL24.0 Item 28	$18,589	$74,356
Hub City Ford	(1) 2017 Ford Escape 4X2	PoliceDepartment Replacements	Florida Sheriff's Contract FSA16-VEL24.0 Item 28	$18,299	$18,299
Orlando Freightleiner	(2) 2017 Freightliner M2 with GS Products Recycle body	Sanitation Department (1) for replacement of 1300 and (1) new	Florida Sheriff's Contract FSA16-VEH14.0 Item #12	$179,629	$359,258
Nextran Truck Center	(2) 2017 Mark LR with Neway Sidewinder	Sanitation Department (1) for replacement of 1037 and (1) new	Florida Sheriff's Contract FSA16-VEH14.0 Item #15	$273,858	$547,716
Orlando Freightleiner	(2) 2017 Freightliner M2 with Peterson Lighting Loader	Sanitation Department (2) for replacement of 1671 & (1) new	Florida Sheriff's Contract FSA16-VEH14.0 Item #12	$134,567	$269,134
			Total:	$744,775	$1,753,635

BID AWARD ANNOUNCEMENT

FSA16-VEL24.0

Effective Dates:
October 1, 2016 – September 30, 2017

POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

FAC
FLORIDA ASSOCIATION OF COUNTIES
All About Florida

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flasheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

FSA CONTRACT ZONE MAP

WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
FORD INTERCEPTOR POLICE RATED UTILITY - AWD (Specification #06)			
HUB CITY FORD	2017 Ford Interceptor Utility (K8A)	★Western	$26,079.00
HUB CITY FORD	2017 Ford Interceptor Utility (K8A)	★Northern	$26,079.00
DUVAL FORD LLC	2017 Ford Interceptor Utility (K8A)	★Central	$26,118.00
DUVAL FORD LLC	2017 Ford Interceptor Utility (K8A)	★Southern	$26,259.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD
SPECIFICATION #6

2017 Ford Interceptor Utility (K8A)

Listed below you will find the model number of the vehicle that is being requested for the Police Rated Full Size Utility - AWD. At a minimum, the following items will be factory installed on the base vehicle to meet the model number and build codes of the vehicles listed. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

Ford Interceptor Utility (K8A)

Code	Description
K8A	Ford Interceptor Police Rated Utility Vehicle
51Y	Driver's Side (Left Hand) Spotlight
9	Seats Cloth Front Buckets/ Rear Vinyl
W	Black Interior
500A	Equipment Group
99R	3.7L V6 Engine
44C	6 Speed Auto Transmission
153	Front License Bracket
87r	Factory Back-up Camera
Std	Power Distribution Lug
Std	Dome Lamp/Overhead Light

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #6

2017 Ford Interceptor Utility (K8A)

The Ford Interceptor Utility (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

Order Code	Delete Options	Western & Northern	Central & Southern
16D [1] 16D [2]	Badge delete (Police Interceptor Badge Only) *Badge Delete – Deletes the "Police Interceptor" badging on rear liftgate – Deletes the "Interceptor" badging on front hood (EcoBoost®)* [2]	NC[1]	NC[2]
D51Y [1] D51Y [2]	Driver's Side Spotlight	$100.00[1]	$50.00[2]
D153 [1] D153 [2]	Front License Bracket	NC[1]	NC[2]
85D [1] 85D [2]	* Front Console Plate - Delete Not available with option 67G, 67H, 67U, 85R* New for this model year	NC[1]	NC[2]

Order Code	Add Options	Western & Northern	Central & Southern
99T [1] 99T [2]	3.5L V6 Ecoboost Engine Upgrade *3.5L V6 EcoBoost® – (131mph Top Speed), includes 44c transmission* [2]	$3,294.00[1]	$3,294.00[2]
41H [1] 41H [2]	Engine block heater	$89.00[1]	$89.00[2]
90D [1] 90D [2]	Ballistic door panels - drive front door *Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56) 5.56 x 45 mm M193 3.36g 5.56 x 45mm M855 4g. FOR LEVEL IV 90F USE 2414. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed*	$1,584.00[1]	$1,584.00[2]
90E [1] 90E [2]	Ballistic door panels - driver & passenger front doors *Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56) 5.56 x 45 mm M193 3.36g 5.56 x 45mm M855 4g. FOR LEVEL IV 90G USE 4829. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed*	$3,196.00[1]	$3,169.00[2]
63V [1] 63V [2]	Cargo Storage Vault (includes lockable door)NOTE: Not available with Aux. Air Conditioning (17A) *FOR Setina Weapons Vault, use $1436* [2]	$244.00[1]	$244.00[2]
67G [1] 67G [2]	Cargo Wiring Upfit Package- Rear console plate (85R) - contours through 2nd row; channel for wiring- Wiring overlay harness with lighting and siren interface connections- Vehicle Engine Harness:? Two (2) light connectors - supports up to six (6) LED lights (engine compartment)? Two (2) grille light connectors? Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block? One (1) 10-amp siren/speaker circuit (engine to cargo area)- Whelen Lighting PCC8R Control Head- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)- Light Controller / Relay Center Wiring (jumper harness)- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head- Pre-wiring for grille LED lights, siren and speaker (60A)- Does "not" include LED lights? Recommend Police Wire Harness Connector Kits 47C and 21PNote: Not available with options: 65U, 67H and 67U	$1,339.00[1]	$1,339.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

66A [1] 66A [2]	Front Headlamp Lighting Solution– Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High BeamWig-wag function and two (2) white rectangular LED side warning lights– Includes pre-wire for grille LED lights, siren and speaker (60A)– Wiring, LED lights included. Controller "not" includedNote: Not available with option: 67HNote: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	$849.00 [1]	$849.00 [2]
86P [1] 86P [2]	Front Headlamp / Police Interceptor Housing Only– Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H	$124.00 [1]	$124.00 [2]
65U [1] 65U [2]	Interior Upgrade Package– 1st and 2nd Row Carpet Floor Covering– Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console– Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D)Note: Not available with options: 67G, 67H, 67U	$389.00 [1]	$389.00 [2]
593 [1] 593* [2]	Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (595) *595 IS ADDITIONAL 259* [2]	$117.00 [1]	$119.00 [2]
60A [1] 60A [2]	Pre-wiring for grille lamp *Included in 66a, 67g, 67h, 67u* [2]	$49.00 [1]	$49.00 [2]
66B [1] 66B [2]	Tail Lamp Lighting Solution– Includes base LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in tail lamps– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H	$424.00 [1]	$424.00 [2]
67H [1] 67H [2]	Ready for the Road Package:All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue)– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)– Wiring Harness:?Two (2) 50 amp battery and ground circuits in RH rear-quarterNote: Not available with options: 66A; 66B; 66C; 67G, 67U	$3,414.00 [1]	$3,414.00 [2]
66C [1] 66C [2]	Rear Lighting Solution– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass)– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H	$454.00 [1]	$454.00 [2]
18X [1] 18X [2]	100 watt siren/speaker *included in 67h* [2]	$299.00 [1]	$299.00 [2]
61R [1] 61R [2]	Remappable (4) Switches on steering wheel (less SYNC)	$154.00 [1]	$154.00 [2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

61S [1] 61S* [2]	Remappable (4) Switches on steering wheel (with SYNC) *REQUIRES SYNC 53M ADD $294* [2]	$154.00[1]	$154.00[2]
85R [1] 85R [2]	Rear Console PlateNOTE - Not available with option 65U, 85D *included in 67g, 67h, 67u* [2]	$34.00[1]	$34.00[2]
595 [1] 595 [2]	Remote Keyless Entry Key Fob (w/o Keypad, less PATS)NOTE: Not available with keyed alike. *In order to get keyed alike with you code request for dealer installed keyed alike with remote keyless entry add $150 per key fob.* [2]	$259.00[1]	$259.00[2]
47C [1] 47C [2]	Police Wire Harness Connector Kit – FrontFor connectivity to Ford PI Package solutions includes:• (2) Male 4-pin connectors for siren• (5) Female 4-pin connectors for lighting/siren/speaker• (1) 4-pin IP connector for speakers• (1) 4-pin IP connector for siren controller connectivity• (1) 8-pin sealed connector• (1) 14-pin IP connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	$104.00[1]	$104.00[2]
21P [1] 21P [2]	Police Wire Harness Connector Kit – RearFor connectivity to Ford PI Package solutions includes:• (1) 2-pin connector for rear lighting• (1) 2-pin connector• (6) Female 4-pin connectors• (6) Male 4 pin connectors• (1) 10-pin connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	$129.00[1]	$129.00[2]
3K [1] 3K [2]	Additional Key(s) or Key Fob(s) when applicable. *KEY FOB ADD $175.00* [1] *For additional key with FOB add $150 and requires factory option 595 $259.* [2]	$75.00[1]	$176.00[2]
17A [1] 17A [2]	Auxiliary air conditioning *Note: Not available with Cargo Storage Vault (63V)* [2]	$609.00[1]	$609.00[2]
16C [1] 16C [2]	Carpeted floor covering *1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u* [2]	$124.00[1]	$124.00[2]
43D [1] 43D [2]	Courtesy lamp disabled *Dark Car Feature – Courtesy lamps disabled when any door is opened Note: Not available with Daytime Running Lamps (942)* [2]	$19.00[1]	$19.00[2]
17T [1] 17T [2]	Dome lamp - red/white rear	$49.00[1]	$49.00[2]
59E [1] 59? [2]	Fleet key, keyed alike *SPECIFY WHAT FLEET CODE YOU USE; 59e is code 1435x, 59b is code 1284x, 59d is code 0135x, 59f is code 0576x, 59j is code 1111x, 59c is code 1294x, 59g is code 0151x. Please select and add to purchase order* [2]	$49.00[1]	$49.00[2]
16C [2]	Floor mats colored keyed to carpet *1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u. FOR RUBBER ALL WEATHER MATS USE $140* [2]	NA	$124.00[2]
60R [1] 60R [2]	Noise suppression bonds	$99.00[1]	$99.00[2]
68G [1] 68G [2]	Rear door handles & locks inoperative	$34.00[1]	$34.00[2]
18W [1] 18W [2]	Rear window switches inoperative	$24.00[1]	$24.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

TAY [1] TREM [2]	Tremco anti-theft - foot activated, dealer installed *Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage.* [2]	$295.00[1]	$219.00[2]
51Z [1] 51Z [2]	Right-hand pillar mounted 6" spotlight with clear halogen bulb, factory installed *INCLUDES SPOTLIGHT DELETE D51Y* [2]	$134.00[1]	$283.00[2]
68Z [1] 68Z [2]	Roof rack side rails - black	$154.00[1]	$154.00[2]
SSAT [1] 47A.SFST [2]	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less *FOR THE FORD OPTION 47A Police Engine Idle feature – This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling* [2]	$295.00[1]	$259.00[2]
BUC [1] FRONT&REAR CAMERA [2]	Backup "hot" camera with 3.5" LCD (rear mounted camera to provide wide angle field of surveillance at rear of vehicle) - Dealer installed *The BlackVue DR650S-2CH is a reliable and ideal dual-channel car dashcam for motorists who want to record driving scenes from both front and rear windows. The main camera, mounted on the front windshield, captures the entire road ahead. The rear camera, attached to the rear window, records what's behind you. The two cameras are connected with a high-quality coaxial cable and both record to the same microSD card. Built-in WiFi allows you to communicate with the dash cam via the free BlackVue App on your smartphone or tablet giving you the ability to watch recorded or live video without taking out the microSD card. A compact and sleek body in matte black makes it unnoticeable and its placement on the windshield does not affect the drivers vision. http://www.rvssystems.com/2-channel-32gb-dash-camera-by-blackvue.html*[2]	NA[1]	$695.00[2]
	Body side moldings	NA	NA
	Chrome grille	NA	NA
19L [1] 19L [2]	Lockable gas cap for easy fuel capless fuel-filler	$19.00[1]	$19.00[2]
91A [1] 91A [2]	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with order cods 91B, 91C, 91D)	$839.00[1]	$839.00[2]
91B [1] 91B [2]	Two-Tone Vinyl Package #2 (roof vinyl; hood vinyl - not available with order codes 91A, 91C, 91D)	$839.00[1]	NA[2]
91C [1] 91C [2]	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with order codes 91A, 91B, 91D)	$699.00[1]	$699.00[2]
TTP [1] 2TONE [2]	Two-tone paint (dealer installed) *Specifically for doors to be white only. Send pictures of your current paint scheme.* [2]	$1,596.00[1]	$1,296.00[2]
76R [1] 76R [2]	Reverse sensing *Rear proximity sensors for collision avoidance* [2]	$274.00[1]	$274.00[2]
68Z [2]	Roof mounted luggage rack, no center cross beams	NA	$154.00[2]
65L [1] 65L [2]	Wheel covers *Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E* [2]	$59.00[1]	$59.00[2]
HAVIS [2]	Optional equipment - specify *Havis center CONSOLE with cup holder, flip up armrest and triple dc outlet plugs. Includes filler plates, Radio and Controller Bracket. Buyer must supply Radio Brand for proper configuration. HAVIS LAPTOP STAND: Havis laptop base, pole stand, and universal locking laptop tray. Options available USE $625* [2]	NA	$596.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
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BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

TROYPROD [2]	Optional equipment - specify *FCAGE: Troy Sliding Window prisoner cage various window config. CONSOLE: $585 For Wide body add $110. LAPTOP: One hand operation, side mount, zero footprint w/ universal tray: $646. WINDOW GAURDS & DOOR BLANKS: $365 steel or poly. CPOST: TROY COMMAND post 48"Wx22"Lx18"H, includes storage drawers, map drawers & radio mounting area, use $5500. All other TROY PRODUCT configurations, and options available at 30% off catalog* [2]	NA	$825.00[2]
OPT EQUIP [2]	Optional equipment - specify *Base sheriffs decal package. DARK TINT: window film is $385. PB450 Lighted push bumper, 4 lights USE $850. FOR WARD CANcetver USE $650 installed. FOR Derive Speed Plus USE $450.* [2]	NA	$425.00[2]
SCPO [2]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [2]	NA	$1,436.00[2]
Discount [2]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [2]	NA	$5.00[2]
GR-5000 [1] GR5.60B [2]	Go Rhino 5000 Series Push Bumpers *Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing.* [2]	$896.00[1]	$545.00[2]
RTS-L [1] LAGUNA [2]	Rear Transport Seat – Laguna System 3P *Includes installation, seat belts and rear cage* [2]	$1,696.00[1]	$1,375.00[2]
RTS-PB [1] PG [2]	Rear Transport Seat – Pro Gard 6000 Series *Our Prisoner Transport Seats for the SUV come with either our Polycarbonate Window or Wire Screen Window Cargo Barrier to provide a solid mounting platform for the Seat to attach to. The seat and floor pan are designed to fit snug against one another as well as, the contours of the PI Utility to prevent any gaps and crevices where prisoners might otherwise hide contraband or evidence. Each piece is molded from a single sheet of high strength ABS for durability that resists the daily abuse of transporting prisoners. INCLUDES installation* [2]	$1,696.00[1]	$1,430.00[2]
	Rear Transport Seat with extended seat belt – Patriot PSCV1	NA	NA
SPB-12 [1] SPB12 [2]	Setina PB100A12 – 12" Aluminum Push Bumper *Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing.* [2]	$796.00[1]	$550.00[2]
SPB-16 [1] SPB16 [2]	Setina PB100A16 – 16" Aluminum Push Bumper *Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing.* [2]	$896.00[1]	$580.00[2]
SPB-300 [1] SPB300 [2]	Setina PB300 Push Bumper *Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing.* [2]	$796.00[1]	$545.00[2]
PG 2600 [2]	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed *For recessed panel add $130. For gunlock add $385. This item qualifies for package pricing.* [2]	NA	$775.00[2]
S-BS-LC [1] S8S [2]	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed *For recessed panel add $130. For gunlock add $385. This item qualifies for package pricing. Stationary Model with 1/2 Polycarbonate & 1/2 Expanded Metal Window • 2- Piece Stationary Window Design • 1/2 Vinyl Coated 11-Gauge Expanded Metal and 1/2 Coated Scratch-Resistant Polycarbonate or Clear Uncoated Polycarbonate Window • Rubber Padded Vertical Window Support Bars • Steel Seat Back Protector Panel •*	$896.00[1]	$750.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

	Rugged Zinc-Free Powder Coat Finish [2]		
S-10S-LC [1] S10S [2]	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed *Setina Extended legroom prisoner partition. Offered with Horizontal Sliding. Inquire about stationary window options. Recessed weapon storage panel and Extensions panel included. This item qualifies for package pricing. "XL" XTRA LEGROOM Modified steel framework provides strength with no leg obstructions for maximum design strength. Enlarged passenger side back panel recess also provides additional leg and foot room that prevents foot entanglement and offers maximum leg room for both officer and prisoner* [2]	$896.00 [1]	$815.00 [2]
S-12S-LC [1] REAR CAGE [2]	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat *Stationary Model with Vinyl Coated Expanded Metal Window • Secures Cargo Area Behind the Rear Seats of Vans, SUVs and Crossovers • 1-Piece Scratch-Resistant Coated Polycarbonate Window • 1 1/2 x 2 Extruded Aluminum Window Framework • 14-Gauge Steel Seat Back Protector Panel • Rugged Powder Coat Finish* [2]	$896.00 [1]	$850.00 [2]
K-9 [1] k9 [2]	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. *Includes rubber liner, water dish and freight on parts including installation. Black powder coat finish available upon request. For 1/3 prisoner transport and 2/3rd k9 container add $625. For Coolgaurd k9 Heat Alarm system add $600, pager $400, Remote door opener add $650* [2]	$2,996.00 [1]	$2,500.00 [2]
ERRD [1] HOTNPOP [2]	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. *Includes Heat alarm. Additional items to add as options: Engine stall sensor add $149, no K9 left behind $149, additional remote $159, Optional 12" Fan , activation module, manual switch add $360, HD Fan Guard $135, Carbon Monoxide detector and interface module $265, Smoke detector $155, Long range Remote pager with hasnt0g2 Antenna $355. Long range remote pager with dual band antenna kit $500* [2]	$896.00 [1]	$1,700.00 [2]
HAS [1] PROTEMP [2]	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. *ACE K9 PRO TEMP ALARM SYSTEM.* [2]	$1,696.00 [1]	$990.00 [2]
LRPH [1] LABOR [2]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [2]	$96.00 [1]	$135.00 [2]
NST [1] TAG [2]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL- 10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [2]	$165.00 [1]	$130.00 [2]
TEMP-TAG [1] TEMP [2]	Temporary tag	$36.00 [1]	$6.00 [2]
TER [1] TX [2]	Transfer existing registration (must provide tag number)	$100.00 [1]	$85.00 [2]
MPP575 [2]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Includes police surcharge.* [2]	NA	$2,160.00 [2]
MPP675 [2]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Includes police surcharge.* [2]	NA	$2,205.00 [2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

MPP610 [2]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Includes police surcharge.* [2]	NA	$2,900.00[2]
6/100 [1] CB575 [2]	Warranty - specify *POWERTRAIN CARE WITH (0) DED* [1] *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [2]	$1,910.00[1]	$1,475.00[2]
6/100 [1] CE575 [2]	Warranty - specify *BASE CARE WITH (0) DED* [1] *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [2]	$2,355.00[1]	$1,710.00[2]
6/100 [1] CP575 [2]	Warranty - specify *EXTRA CARE WITH (0) DED* [1] *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [2]	$2,850.00[1]	$2,400.00[2]

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
UTILITY CARGO VAN (Specification #37)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	Western	$20,591.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	★Northern	$20,297.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	★Central	$20,128.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express Cargo Van (CG23405)	Southern	$20,624.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	★Western	$20,586.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	Northern	$20,586.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	Central	$20,586.00
DUVAL FORD LLC	2017 Ford Transit T-150 Cargo Van (E1Z)	★Southern	$20,586.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Western	$20,774.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Northern	$20,496.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Central	$20,524.00
Gainesville Buick GMC	2017 GMC Savana Cargo Van (TG23405)	Southern	$20,624.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Western	$23,350.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Northern	$23,250.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Central	$23,125.00
Weston Nissan	2017 Nissan NV Cargo Van (61117)	Southern	$23,085.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster Van (VF1L11)	Western	$21,360.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster Van (VF1L11)	Northern	$21,285.00
Alan Jay Chrysler Jeep Dodge of Wauchula	2017 Ram Promaster Van (VF1L11)	Central	$21,228.00
AutoNation CDJR Pembroke Pines	2017 Ram Promaster Van (VF1L11)	Southern	$21,285.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

UTILITY CARGO VAN
SPECIFICATION #37

2017 Chevrolet Express Cargo Van (CG23405)
2017 Ford Transit T-150 Cargo Van (E1Z)
2017 GMC Savana Cargo Van (TG23405)
2017 Nissan NV Cargo Van (61117)
2017 Ram Promaster Van (VF1L11)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLE:

   a. Manufacturer's standard automatic transmission.
   b. Manufacturer's standard axle.
   c. Manufacturer's standard suspension system.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Console engine cover.
   b. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
   c. Manufacturer's standard air conditioning with 134A system.
   d. Manufacturer's standard tinted glass
   e. Manufacturer's standard AM/FM stereo.
   f. Manufacturer's standard floor covering.
   g. Manufacturer's standard production seats. Purchaser will select color at time of order.

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

a. Manufacturer's standard tires and wheels.
b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

a. 8,500 LBS. GVWR, minimum to title
b. Manufacturer's standard front and rear bumpers.
c. Manufacturer's standard door arrangements with side and rear glass placement.
d. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
e. Manufacturer's standard fuel tank.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

UTILITY CARGO VAN SPECIFICATION #37

2017 Ford Transit T-150 Cargo Van (E1Z)

The Ford Transit T-150 Cargo Van (E1Z) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

Order Code	Delete Options	All Zones
58T [1]	AM/FM stereo radio *(17) Radio Prep Package. No radio chassis provided. Includes front speaker grilles, antenna, cover plate in place of radio, wiring that is normally provided with single-CD audio packages and speakers. Note: Rear speakers shipped in dunnage box for Cutaway Only (91D or 91F)* [1]	NC[1]
	Air conditioning	NA
	1/2 ton cargo van	Std
	Console engine cover	NA
17A [1]	Delete side glass only *Includes fixed rear glass, deletes 17B side and rear* [1]	$25.00[1]
D17B [1]	Delete side & rear glass *Removes Fixed rear-door glass and fixed passenger-side cargo-door glass.* [1]	$50.00[1]
	Engine downgrade - specify	NA
	On-Star	NA

Order Code	Add Options	All Zones
	Alternator - 130-Amp *FOR Heavy-Duty 220-amp with gasoline, 210-amp with diesel engine USE 63C $259. Included with Motorhome Prep Package (47M), Shuttle Bus Prep Package (47S), School Bus Prep Package (47C), Ambulance Prep Package (47B and 47F), Multi-Functional School Activity Bus (MFSAB) Prep Package (47Q)* [1]	Std[1]
63E [1]	Battery - HD auxiliary *Battery - Dual Heavy-Duty Batteries. Included with Ambulance prep package and Diesel engine (47B/47F and 99V)* [1]	$294.00[1]
98C [1]	Bi-fuel model - specify *CNG/Propane Gaseous Engine Prep Package. Requires 3.7L V6 engine.* [1]	$314.00[1]
98C [1]	CNG model - specify *CNG/Propane Gaseous Engine Prep Package. Requires 3.7L V6 engine.* [1]	$314.00[1]
CNG [1]	CNG conversion (discuss with dealer) *Dedicated and Bi-Fuel Systems.•Single tank 24 GGE's Gasoline Gallon Equivalent (GGE). Requires 98C* [1]	$12,295.00[1]
	Deluxe engine cover	NA
99V [1]	Diesel engine upgrade - specify *3.2L I5 Diesel. Not available Transit-350 LWB Van W2D, W2U or Transit 350 RWB Van (W1Z, W1Y, W9C, W1D). Includes Cruise Control with Message Center (60C). Dual HD Batteries (63E) and PTC Heater. Includes SEIC capability.* [1]	$5,644.00[1]
67D* [1]	Electric brake controller *Trailer Brake Controller (TBC). Requires Cruise Control with Message Center (60C). Requires Heavy-Duty Trailer Tow Package (53B) for Van and Wagon and Tow/Haul Mode with Trailer Wiring Provisions (59B) for Cutaway and Chassis Cab.* [1]	$229.00[1]
99G [1]	Engine upgrade - specify *3.5L EcoBoost® V6. Includes SEIC capability. NA with cutaway or chassis cab.* [1]	$1,864.00[1]
98F [1]	Engine upgrade - specify *E-85 Flex-Fuel Capable. Not available with 3.5 V6 or 3.2 Diesel engines. Not available on DRW models.* [1]	$149.00[1]
	LPG conversion (discuss with dealer)	NA

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

X7L [1]	Limited slip differential *With 99m use x7l on low or medium roof. Use x4l on low, medium, or high roof but included with 47B. Use x4l on cutaway and chassis cab. With 99g use x3l on srw low, med, and high roof. Use x7l on low, medium, and high roof except on high roof srw less 47B. With 99v use x3l on srw low, medium, and jumbo high roof or transit 250 rwb/lwb. Use x7l on low, medium, and jumbo high roof or transit 250 lwb but na on rwb* [1]	$324.00[1]
Long WB [1]	Model upgrade - specify *Long wheel base at 148". Included in extended length and dual rear wheel vans.* [1]	$1,700.00[1]
CUTAWAY [1]	Model upgrade - specify *Model R5P Transit 250 Single rear wheel Regular wheelbase 138" at 9000# gvwr . Use model R7P for Long 156".Model S6P Transit 350 Dual rear wheel regular wheelbase 138" at 10360# gvwr . Use Model S8P for wheelbase 156" S6P . Extra long(ADD $330) 178" Wheel base use S9P. FOR ECONOLINE E3F 138" USE $1000, 158" USE $1200, 176 DRW $1400 OR E4F 158" USE $$2500, 176" USE $3400. FOR STRIPPED CHASSIS E3K 138" CREDIT $1500, 158" CREDIT $1200, 176" CREDIT $800. USE THE DISCOUNT LINE IN THIS CONTRACT FOR ADDITIONAL FORD FACTORY OPTIONS. Requires final stage manufacture and certification for legal registration and warranty eligibility. Manufacturer's MSO stamped incomplete.* [1]	NC[1]
CAB & CHASSIS [1]	Model upgrade - specify *Model R5Z Transit 250 Single rear wheel Regular wheelbase 138" at 9000# gvwr . Use model R7Z for Long 156".Model S6Z Transit 350 Dual rear wheel regular wheelbase 138" at 10360# gvwr . Use Model S8Z for wheelbase 156" S6Z . Extra long(ADD $330) 178" Wheel base use S9Z. Requires final stage manufacture and certification for legal registration and warranty eligibility. Manufacturer's MSO stamped incomplete.* [1]	NC[1]
	Traction control	Std
87R [1]	Additional Key(s) or Key Fob(s) when applicable *Keys: 2 additional (4 total) with FOBs (4 Keys at $44 without FOBs when ordered with Manual Windows and Locks (90A))* [1]	$74.00[1]
57G* [1]	Air conditioning - rear *Front/Rear Aux A/C and Heater (Driver controlled). Not available with seat packs 21J and 21K. Requires Reverse Sensing System (43R) on Low Roof Van. Includes Heavy-Duty Alternator on Gas Engines (3.7L/3.5L) (63C). Not available with Vinyl, front and rear (16E) Van only. Not available with Auxiliary Heater / AC Prep Package without Rear Controls (62C). Not available with Load Area Protection Package (96D) on Vans. Not available with Interior Upgrade Package (96C) or Premium Package (96J). Includes Polypropylene Panels on Vans*[1]	$859.00[1]
58V [1]	AM/FM radio with single CD *AM/FM stereo, audio input jack, single-CD and 4" multi-function display – 4 front speakers. INCLwith47m* [1]	$209.00[1]
18D [1]	Appearance package - specify *Exterior Upgrade Package – Includes chrome headlamp trim, chrome grille and grille surround. Includes full wheel covers on SRW models. Included with Premium Group (96J/96A), Motorhome Prep (47M) and Shuttle Bus (47S). With DRW use $274* [1]	$359.00[1]
VAN CREW [1]	Crew van package - specify *Grey Cloth Insulated Interior Walls, Ceiling, And Sliding Door Panel - From B-Pillar To C-Pillar, Plywood With Non-Skid Flooring From B-Pillar To C-Pillar, Track In Floor For Seats, (3) Seats With Integrated Lap / Shoulder Seat Belts (Choose Material Below), (2) CRS Child Restraint Hooks, (1) Flip Up Armrest On Aisle, (1) LED Rectangular Ceiling Mounted Dome Light Above Seats - Activated By Doors Opening* [1]	$4,800.00[1]
21L [1]	Cloth seat upgrade *CLOTH SEATING* [1]	$59.00[1]
	Keyless entry	Std
TINT [1]	Legal deep tinted film, dealer installed *Base Unit windows (6)* [1]	$325.00[1]
	Power windows/door locks	Std

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

92E [1]	Privacy glass *Privacy Tint (Rear + 2nd Row Pass - w/17B & 17C) incl. Rear- Window Defrost. Privacy Tint (Rear Glass Only - w/ 17A) incl. Rear-Window Defrost use $299, Privacy Tint (Rear + 2nd Row Dual - w/17D & 17E) incl. Rear-Window Defrost use $549, Privacy Tint (All Around-w/17F/G/H/J/K) incl. Rear-Window Defrost use $674* [1]	$399.00[1]
57G* [1]	Rear heater *Front/Rear Aux A/C and Heater (Driver controlled). Not available with seat packs 21J and 21K. Requires Reverse Sensing System (43R) on Low Roof Van. Includes Heavy-Duty Alternator on Gas Engines (3.7L/3.5L) (63C). Not available with Vinyl, front and rear (16E) Van only. Not available with Auxiliary Heater / AC Prep Package without Rear Controls (62C). Not available with Load Area Protection Package (96D) on Vans. Not available with Interior Upgrade Package (96C) or Premium Package (96J). Includes Polypropylene Panels on Vans.* [1]	$859.00[1]
544 [1]	Recreational mirrors *Long Arm Non Telescoping, Power Glass Adjust Heated Mirrors w/Turn Signals* [1]	$219.00[1]
	Remote power mirrors	Std
21F [1]	Seat trim upgrade - specify *Charcoal Cloth with 10-way power driver and 2-way manual passenger seat, driver-side and front-passenger-side front airbags and inboard armrests. Includes Safety Canopy® side-curtain airbags. Does NOT include heated seats. Not available on 3.2L LWB 9,250lb Van.* [1]	$384.00[1]
60C [1]	Speed control/tilt steering wheel *Cruise Control with Message Center (Full Trip Computer and Engine-Hour Meter. Included with 99v diesel engine option with message center. Included with INTERIOR UPGRADE PACKAGE – CUTAWAY/CHASSIS CAB (96B) and MOTORHOME PREP PACKAGE (47M)* [1]	$324.00[1]
	Side air bags	Std
43B [1]	Backup alarm, factory installed	$124.00[1]
BUA [1]	Backup alarm, dealer installed	$130.00[1]
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance.* [1]	$695.00[1]
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed	Std
Trailer Tow [1]	Class III hitch *Includes Receiver Hitch for Chassis Model, 7 way plug, bar, ball, pin and clip with insert. Includes 59B Includes: Trailer Wiring Harness Blunt-cut trailer/upfit wiring to rear of vehicle Trailer Stability control (TSC) Tow/Haul Mode* [1]	$825.00[1]
942 [1]	Daytime running lights	$44.00[1]
HEAVY DUTY [1]	Dual rear wheels *10360 gvwr HD Dual Rear Wheel Extended length High Roof Van S4X Model. includes side slide door. For 9950 gvwr Dual Rear Wheel Extended length High Roof Van F4X USE $9700.* [1]	$10,000.00[1]
MEDIUM ROOF [1]	Exterior upgrade - specify *Medium roof short wheel base. For Medium roof on a LWB van use $1900.* [1]	$1,100.00[1]
153 [1]	Front license bracket	NC[1]
	Full size spare tire and rim *Spare Tire and Wheel. Includes 4 ton jack and tool kit. For Transit Cab and Chassis SRW use 51D $299 DRW use $249. For ECONO Spare Tire and Wheel use 51A @ - LT225/75Rx16E - BSW All-Season $239 - LT245/75Rx16E - BSW All-Season $269* [1]	Std[1]
17F [1]	Full body glass *Windows-All-Around, fixed. Not available with Dual Sliding Side Cargo-Doors. For Dual Slide use 17D at $379* [1]	$449.00[1]

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

53B [1]	Heavy-duty towing package up to 6,500 lbs. *Includes: Trailer Wiring Provisions (59B) 4-Pin/7-Pin Connector Electric Brake Controller Tap-In Capability Relay system for backup/B+/running lights Frame mounted hitch receiver Tow/Haul Mode, add $145 for bar, ball, pin, clip and insert. Must upgrade to 4.10 rear axle for over 5300 lbs capacity. Not available on diesel* [1]	$484.00[1]
HIGH ROOF [1]	High roof option *Requires T250 or T350 model upgrades and requires Long Wheelbase. Included in extended length and dual rear wheel vans.* [1]	$3,800.00[1]
	Immobilize daytime running lights	Std
KUVSRW* [1]	KUV, Reading van utility body, or approved equivalent with single rear wheels (requires 1 ton cutaway) *Requires transit cutaway model R5P or W5P at 138" SRW wheelbase. Option is for KUV129SUK LOW ROOF. ADD $500 for SLK medium roof, $2000 for SHK high roof. Includes installation, rear step bumper, paint and power locks.* [1]	$13,500.00[1]
KUVDRW* [1]	KUV, Reading van utility body, or approved equivalent with dual rear wheels (requires 1 ton cutaway) *Requires Transit Cutaway body type F6P or S6P 138" wheelbase. Option is for F8P or S8P 156" Wheelbase, kuv129DUK model KUV. For KUV129DLK Model add $1000, For KUV129DHK model add $2000.00. Includes installation, rear step bumper, paint and power locks. For KUV153DUK ADD $2100, KUV153DLK ADD $2800, OR KUV153DHK ADD $3500* [1]	$14,000.00[1]
N2 [1]	Nitrogen filled tires including spare tire	$225.00[1]
FLATSTAKE [1]	Optional body - specify *9 Foot Knapheide PVMXS stake body. Requires Dually Chassis model s6z. Add $495 for bulkhead in lieu of Stake front. $400 deletes stakes all around. Add $3500 for electric hoist. For Knapheide 12 ft Flat Stake PVMXS, use chassis model s8z and add $600* [1]	$4,400.00[1]
SERVICE BODY [1]	Optional body - specify *Single Rear wheel service body: Knapheide 6129FT Service body. Requires Chassis model upgrade with appropriate cab to axle. The Standard Service Body model will be available for the 82" CA, single rear wheel Transit cab chassis. The Standard Service Body (model 6129J-FT) will feature a lower load height, increased new payload, additional secure storage capacity, and improved fuel efficiency when compared to a F-250 cab chassis with a 696J Service Body. The nominal length of the body will be 129"with 14.5" of compartment depth.*[1]	$7,000.00[1]
PC [1]	Powder coating *Reading only* [1]	$725.00[1]
RS [1]	Rainshields - flange style	$140.00[1]
68H [1]	Running boards *Running Board. Not available with Dual Sliding Side Cargo-Doors. For Power Running Board use 68L $939. Not available with Dual Sliding Side Cargo-Doors (E1D, E2D, R1D, R2D, W2D, R2U, R3U, W2U, W3U, F4U, S4U, W1D) Not available with SRW LWB-EL Vans (R3X, W3X). Requires Cruise Control with Message Center (60C).*[1]	$159.00[1]
SIDE SLIDE [1]	Sliding side door *Sliding cargo side door on passenger side. Includes fixed glass. Standard on all medium and high roof vans. Optional on T150 as E1Y, E2Y; T250 as R1Y, R2Y and T350 W1Y, W2Y* [1]	$249.00[1]
DUAL SLIDE* [1]	Sliding side doors on driver's side *Cargo van doors driver and passenger sliding with side door fixed glass. Requires medium or High Roof upgrade options with GVWR upgrade:E1D,R1D,E2D,R2D,W1D,W2D,R2U,W2U,R3U,W3U,F4U,S4U* [1]	$749.00[1]
VV [1]	Vent visors - stick-on style	$140.00[1]
	8,550 GVWR rated cargo van with 158" WB	NA
R3X [1]	8,550 GVWR rated cargo van, extended body length *Transit T250 HIGH ROOF Van with 148" wheelbase, sliding side doors, 9000# gvwr package, and 4.10 ratio rear axle and EL body.* [1]	$7,200.00[1]

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

T250 [1]	9,000 GVWR package, minimum *Base Transit T250 LOW ROOF SWB R1Z 9000# gvwr; includes side and rear fixed cargo door glass and all base equipment. 3950# payload capacity. SEE cutaway line for R5P or chassis cab for R5Z* [1]	$1,800.00[1]
T350 [1]	9,200 GVWR rated cargo van, standard body length *Transit T350 LOW ROOF SWB W1Z 9500# gvwr. Includes 3.73 ratio rear axle 4450# max payload* [1]	$4,200.00[1]
W3X [1]	9,200 GVWR rated cargo van, extended body length *Transit T350 HR van, 148" wheelbase sliding side door van at 9500# gvwr. Includes 4.10 ratio rear axle and EL body.* [1]	$8,200.00[1]
FPLR [1]	Full partition & industrial ladder rack for 135" WB *KARGO MASTER; Partition with swing door for low roof van and double clamp & lock ladder rack. Add $350 for medium roof vans and $450 for High roof. For Double Drop Down (slide down) add $700. Credit $400 without rack RANGER; Full front partition with swing door Ranger model c30 for low roof and Prime Design AluRack Aluminum ladder rack fixed with cross bar ADD $750. Add $350 for medium roof vans and $450 for High roof. For Double drop down add $1350 to quoted amount. Credit $400 without Utility rack. VISIT WWW.DUVALFORD/FLEET for package content breakdowns* [1]	$1,600.00[1]
	Full partition & industrial ladder rack for 155" WB	NA
COMMVAN [1]	Full partition & commercial customer bin system *KARGO MASTER; 40TRL 42Adjustable Shelf Unit [42 Width x 46 Height x 14 Depth] (48420) x 3 with partition ADD $300 for 148" LWB. FOR MEDIUM OR HIGH ROOF SWB USE 40TRM and ADD $800 42Adjustable Tall Shelf Unit [42 Width x 60 Height x 14 Depth] (48424) x 3 ADD $300 to med/high roof price for LWB 148". MASTERRACK, 02K644KP (2) 46"H x 43"W x 16" Shelf Unit (1) 46"H x 43"W x 12" Shelf Unit with steel partition with window Add $800. For LWB 148" USE 02K644 and ADD $1100 to quoted price. For medium / high roof use 02K645 (3) 60" x 43" x 16" Shelf Units ADD $2000. VISIT WWW.DUVALFORD/FLEET for package content breakdowns* [1]	$2,200.00[1]
VIL [1]	Full partition & fiberboard van liner for 135" WB *PLASTIC WALL LINER FOR LOW ROOF ONLY. Includes bulkhead* [1]	$2,900.00[1]
	Full partition & fiberboard van liner for 155" WB	NA
BINMAX [1]	Full partition & general service interior bins *KARGO MASTER; 44TRL 42Adjustable Shelf Unit [42 Width x 46 Height x 14 Depth] (48420) x 3, Steel 2 Drawer Cabinet [20 Width x 12 Height x 13.5 Depth] (40070) x 1, Steel 3 Drawer Cabinet [20 Width x 12 Height x 13.5 Depth] (40080) x 1, Shelf Dividers 3.5 Tall [Set of 6] (40030) x 1, J Hook [3 Prong] (40060) x 2, Door Kit For 42 Width Shelf Unit (40010) x 2. FOR LWB 148" add $350. FOR medium / high roof Add $600. RANGER; Steel Z-10F1 (1) 46"H x 87" x 13" Shelf Unit with Dividers, C-20 FTL (1) Steel Partition with Window ADD $600. FOR LWB add $1300 to quoted price. FOR medium / high roof use Ranger Aluminum and add $2100 to quoted price (1) SC-96, (1) SC-36 & (1) SC-60*	$3,200.00[1]
BOX 12 [1]	Dual rear wheel cutaway with 12' box (contact awarded vendor) *Supreme Corporation Body or Equal. Aluminum Exterior wit Flat Floor and roll up door. Requires Chassis optional model upgrade with Dual rear wheel and appropriate CA. TRANSIT Cutaway model with v6 . May substitute at no charge E3F ECONOLINE CA DRW with mirrors, less spare. Add $550 for Laminated Hardwood floor ILO pine, Add $1295 for Side door with grab handle and stirrup step. Add $300 for Each row of ETrack NC Swing or Barn doors or FRP Exterior.* [1]	$9,600.00[1]
BOX 14 [1]	Dual rear wheel cutaway with 14' box (contact awarded vendor) *Supreme Corporation Body or Equal. Aluminum Exterior wit Flat Floor and roll up door. Requires Chassis optional model upgrade with Dual rear wheel and appropriate CA. TRANSIT Cutaway model body certification. May substitute ECONOLINE CA E450 (e4f) DRW with mirrors, less spare for additional cost of $2599. Add $550 for Laminated Hardwood floor ILO pine, Add $1295 for Side door with grab handle and stirrup step. Add $300 for Each row of ETrack. NC Swing or Barn doors or FRP Exterior.* [1]	$9,900.00[1]
BOX 16 [1]	Dual rear wheel cutaway with 16' box (contact awarded vendor) *Supreme Corporation Body or Equal. Aluminum Exterior wit Flat Floor and roll up door. Requires Chassis optional model upgrade with Dual rear wheel and appropriate CA. May substitute ECONOLINE CA E450 DRW with mirrors, less spare for additional cost of $2599. Add $550 for Laminated Hardwood floor ILO pine, Add $1295 for Side door with grab handle and stirrup step. Add $300 for Each row of ETrack. NC Swing or Barn doors or FRP Exterior. For v10 Engine: add $1049* [1]	$10,400.00[1]

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

VAN OPTIONS [1]	Equipment option - specify *Tommy Gate 650. FOR Tommy Gate Cantilever 1300 EF71 53 X 60 PLATFORM USE $7800. HD Bifold Aluminum Ramp use $3900. Venturo VC1000 Articulating Crane use $5900.*[1]	$3,900.00[1]
94B [1]	Equipment option - specify *Ford TelematicsTM powered by Telogis®* [1]	$894.00[1]
SAFTY [1]	Equipment option - specify *Fire Extinguisher, Road LED warning Lights and First aid kit; installed* [1]	$595.00[1]
FCD-MT-X1C* [1]	American Aluminum Modular Inmate Transport Unit or approved equivalent. One (1) compartment system for extended length cargo van includes: One (1) rear door (key lockable, with two (2) 6,000 lb. strength locks, one (1) rear step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. *Requires 57G.* [1]	$10,400.00[1]
FCD-MT-X2C/FB [1]	American Aluminum Modular Inmate Transport Unit or approved equivalent. Two (2) compartment system for extended length cargo van includes: Two (2) rear door (key lockable, with four (4) 6,000 lb. strength locks, one (1) rear step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. *Requires 57G.* [1]	$10,400.00[1]
FCD-MT-X2ClLR [1]	American Aluminum Modular Inmate Transport Unit or approved equivalent. Two (2) compartment system for extended length cargo van includes: One (1) rear door (key lockable), one (1) side door (key lockable), four (4) 6,000 lb. strength locks, one (1) rear step, one (1) side step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. *Requires 57G.* [1]	$10,900.00[1]
FCD-MT-X3C [1]	American Aluminum Modular Inmate Transport Unit or approved equivalent. Three (3) compartment system for extended length cargo van includes: Two (2) rear doors (key lockable), one (1) side door (key lockable), and six (6) 6,000 lb. strength locks, one (1) rear step, one (1) side step, interior and exterior lights, dual high speed ventilation fans, control panel, and auxiliary (rear) AC/heat. Must be ordered with rear AC. *Requires 57G.* [1]	$10,900.00[1]
DERIVE [1]	Optional equipment - specify *Speed Plus installed. Limits top speed and Fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually. Proven Fuel Facts: -Increase your fleets overall Fuel Economy by up to 12% -10-30% Reduction in Idle Fuel Consumption -Fuel gains independently Lab Tested & Verified -50 State Emissions Legal -Reduces your company's Carbon Footprint -Prevents premature vehicle wear and prolongs the vehicles life cycle -Vehicle calibrations are programmed into the vehicle via Derive --Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required.* [1]	$450.00[1]
PAINT [1]	Optional equipment - specify *QUOTED PRICE IS FOR THE FOLLOWING FACTORY PAINT OPTIONS; GN White Gold (Metallic) paint, N1 Blue Jeans (Metallic) paint, UX Ingot Silver (Metallic) paint, W6 Green Gem (Metallic) paint, H5 Caribou (Metallic) paint, J7 Magnetic (Metallic) paint* [1]	$149.00[1]
OPT EQUIP [1]	Optional equipment - specify *400 watt inverter. Factory installed spray in liner 61G use $994...dealer installed spray use $950.* [1]	$400.00[1]

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

DISCOUNT [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00[1]
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00[1]
LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$135.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees. DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $500* [1]	$2,400.00[1]
DB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2195. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [1]	$1,590.00[1]
DE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2665. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [1]	$1,860.00[1]
DP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3470. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [1]	$2,615.00[1]
FB575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan $1830. 5 Yr 100,000 mile zero deductible use $2555. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [1]	$1,830.00[1]

VEHICLE:	Transit T-150 Cargo Van (E1Z)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	Northern	Central	★Southern
BASE PRICE:	$20,586.00	$20,586.00	$20,586.00	$20,586.00

FE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan $2150. 5 Yr 100,000 mile zero deductible use $3115. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [1]	$2,150.00[1]
FE575 [1]	Diesel Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan $3010. 5 Yr 100,000 mile zero deductible use $3705. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide* [1]	$3,010.00[1]

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES (Specification #18)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Malibu (1ZC69)	Western	$18,282.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu (1ZC69)	Northern	$18,174.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Malibu (1ZC69)	Central	$18,094.00
Auto Nation Chevrolet Pembroke Pines	2017 Chevrolet Malibu (1ZC69)	Southern	$18,101.00
	2017 Chrysler 200 (UFCE41)	Western	-- NB --
	2017 Chrysler 200 (UFCE41)	Northern	-- NB --
	2017 Chrysler 200 (UFCE41)	Central	-- NB --
	2017 Chrysler 200 (UFCE41)	Southern	-- NB --
DUVAL FORD LLC	2017 Ford Fusion (P0G)	★Western	$17,032.00
DUVAL FORD LLC	2017 Ford Fusion (P0G)	★Northern	$16,865.00
DUVAL FORD LLC	2017 Ford Fusion (P0G)	★Central	$17,032.00
DUVAL FORD LLC	2017 Ford Fusion (P0G)	Southern	$17,057.00
Rountree-Moore Nissan	2017 Nissan Altima (13117)	Western	$17,087.00
Rountree-Moore Nissan	2017 Nissan Altima (13117)	Northern	$16,990.00
DeLand Nissan	2017 Nissan Altima (13117)	Central	$17,036.00
ALAN JAY NISSAN, INC.	2017 Nissan Altima (13117)	★Southern	$17,044.00
Rountree-Moore Toyota	2017 Toyota Camry (2532)	Western	$19,998.00
Rountree-Moore Toyota	2017 Toyota Camry (2532)	Northern	$19,796.00
ALAN JAY TOYOTA	2017 Toyota Camry (2532)	Central	$19,831.00
Rountree-Moore Toyota	2017 Toyota Camry (2532)	Southern	$19,998.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES SPECIFICATION #18

2017 Chevrolet Malibu (1ZC69)
2017 Chrysler 200 (UFCE41)
2017 Ford Fusion (P0G)
2017 Nissan Altima (13117)
2017 Toyota Camry (2532)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard gasoline engine, alternator, battery, and cooling package.

2. TRANSMISSION:

   a. Manufacturer's standard automatic transmission and axle ratio.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard gauges.
   b. Manufacturer's standard power steering.

4. COMFORT ITEMS:

   a. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
   b. Power door locks, power windows, cruise control and tilt steering wheel.
   c. Manufacturer's standard air conditioning with 134A system.
   d. Manufacturer's standard tinted glass all around.
   e. Manufacturer's standard trunk opener, electric, remote unit location.
   f. Manufacturer's standard AM/FM stereo.
   g. Manufacturer's standard production seats. Purchaser will select color at time of order.
   h. Manufacturer's standard floor covering, with front and rear floor mats.

5. BRAKES:

   a. Four wheel anti-lock brake ABS system.

6. SAFETY ITEMS:

   a. Manufacturer's standard air bags.
   b. Minimum 2-speed electric wipers and windshield washer.
   c. Interior dome light(s), with left and right door activated switches.
   d. Dual outside mirrors and inside rearview mirror.

7. TIRES AND WHEELS:

a. Manufacturer's spare tire and rim, if available.
b. Manufacturer's standard tires and wheels.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard fuel tank.
b. Manufacturer's standard door molding.
c. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
d. Inside hood release.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES SPECIFICATION #18

2017 Ford Fusion (P0G)

The Ford Fusion (P0G) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Fusion (P0G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

Order Code	Delete Options	All Zones
	Cruise control	NA
D55M [1]	Front and rear floor mats	$50.00 [1]
	On-Star	NA
	Satellite radio	NA
	Trim package	NA

Order Code	Add Options	All Zones
99D [1]	Engine upgrade - specify *1.5L EcoBoost® Engine w/6-Speed Automatic Transmission with SelectShift®. REQUIRES P0H.200A MODEL UPGRADE. INCLUDED WITH P0H.202A PACKAGE* [1]	$899.00 [1]
	CNG model - specify	NA
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
3K [1]	Additional Key(s) or Key Fob(s) when applicable.	$275.00 [1]
	AM/FM radio with single CD	Std
P0T.201A [1]	AWD *(P0T) MODEL UPGRADE TO INCLUDE ALL S AND SE STANDARD EQUIPMENT PLUS - 18" Premium Painted Dark Stainless Wheel- Halogen Fog Lamps with Bright Chrome-trim Black Bezel- Leather-Wrapped Steering Wheel - Rear Spoiler- Black Cloth/Vinyl Bolster Seats with Medium Stone stitching on seats/door armrest/console armrest! Note: Ebony Interior Only* [1]	$5,769.00 [1]
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance.* [1]	$695.00 [1]
	Bucket seats	Std
	Power seats *REQUIRES AND INCLUDED IN VEHICLE UPGRADE PACKAGES* [1]	NC [1]
	Remote keyless entry	Std
RS [1]	Rainshields - flange style	$160.00 [1]
BQ [1]	Seat trim upgrade - specify *LEATHER INTERIOR...REQUIRES AND INCLUDED WITH 202A PACKAGE ON MODEL P0H AND P0T. INCLUDES LUXURY PACKAGE: Luxury Package, 10-Way Power Driver Seat w/3 memory settings, Leather Seating surfaces & Heated Front-Seats, Auto-Dimming Rear View Mirror, Auto-Dimming Driver Side Exterior Mirror with Memory, Chrome Moldings Around Window, Fog Lamps, Leather-Wrapped Steering Wheel, Leather-Wrapped Gear Shift Knob, Warm Interior Accents* [1]	NC [1]
	Side air protection	Std
	Split folding rear seat	Std

VEHICLE:	Fusion (P0G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

P0H.200A [1]	Vehicle upgrade package - specify *P0H MODEL UPGRADE WITH 200A PACKAGE INCLUDES All S Content, Plus: 17" Premium Painted Luster Nickel Wheel 235/50R17–Tires LED Signature Lighting 4.2" Driver Configurable LCD Display inInstrument Cluster Floor Mats – 2nd Row Instrument Panel W/ Compass and Outside Air Temperature Read out Rear Heat Vents Rear Center Armrest with 2 Cupholders Seats :10-Way Power Driver with Power Lumbar(fore/aft, up/down, tilt, recline, 2-way power lumbar) and 6-Way Power Passenger Seat (fore /aft, up /down with recline) Audio; 6 Speakers SiriusXM®Radio Secure Code Keyless-Entry Keypad*[1]	$1,369.00[1]
VV [1]	Vent visors - stick-on style	$160.00[1]
	Aluminum wheels	Std
	Body side moldings	NA
942 [1]	Daytime running lights	$44.00[1]
153 [1]	Front license bracket	NC[1]
	Full size spare tire and rim *MINI SPARE INCLUDED* [1]	NA[1]
	Immobilize daytime running lights	Std
N2 [1]	Nitrogen filled tires including spare tire	$225.00[1]
PSDE [1]	Pin stripes/door edge guard	$216.00[1]
202A [1]	Optional equipment - specify *Requires vehicle model upgrade to either P0H.200A or P0T.201A.(P0T requires 64B at $694, POH 999 2.0 eco boost is additional $999). Includes all S and SE standard equipment plus; * (1.5L EcoBoost® on FWD, 2.0 on AWD) Engine w/6-Speed Automatic Transmission with Steering Wheel mounted Paddle Shifters with SelectShift® and Auto Start-Stop Technology * 10-Way Power Driver Seat w/3 memory settings, Leather-trimmed Seating surfaces & Heated Front-Seats * Auto-Dimming Rearview Mirror * Bright Exterior Door and Window Trim Moldings * Door Handles – Exterior – Body-Color with Chrome Insert * Intelligent Access with Remote Start System! * Leather-Wrapped Steering Wheel * LED Fog Lamps with Bright Chrome-trim and High-gloss Black Bezel! * LED Headlamps! * Upgraded Sideview Mirrors with Heat, Security Approach Lamps, Turn Signal Indicator, and Auto-Dimming (on Driver Side) with Memory! * Warm Interior Accents*[1]	$3,194.00[1]
DISCOUNT [1]	Optional equipment - specify *Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.* [1]	$5.00[1]
OPT EQUIP [1]	Optional equipment - specify *FULL TINT, SPECIFY IF LIMO. Havis laptop stand universal USE $625. For inverter USE $400. FOR DERIVE Speed Plus installed USE $450. Limits top speed and Fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually. Proven Fuel Facts: -Increase your fleets overall Fuel Economy by up to 12% -10-30% Reduction in Idle Fuel Consumption -Fuel gains independently Lab Tested & Verified -50 State Emissions Legal -Reduces your company's Carbon Footprint -Prevents premature vehicle wear and prolongs the vehicles life cycle -Vehicle calibrations are programmed into the vehicle via Derive --Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required.* [1]	$365.00[1]
COP [1]	Optional equipment - specify *CITIZEN PATROL VEHICLE PACKAGE. CONSISTS OF BASE DECAL PACKAGE. FOR LIGHTED SETINA PUSH BUMPER AND LED LIGHTS IN FOUR LOCATIONS FRONT AND REAR ADD $1495. LAPTOP STANDS AT $595. 1* [1]	$345.00[1]
SCPO [1]	Optional equipment - specify *For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.* [1]	$1,436.00[1]

VEHICLE:	Fusion (P0G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation.* [1]	$135.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]	$130.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TEMP [1]	Temporary tag	$6.00[1]
MPP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300* [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300* [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $500* [1]	$2,400.00[1]
CB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $605. (With AWD model use $1590: 5/75, $2195: 5/100)* [1]	$1,475.00[1]
CE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $555. (With AWD model use $1860: 5/75, $2665: 5/100)* [1]	$1,710.00[1]
CP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $505 (With AWD model use $2615: 5/75, $3470: 5/100)* [1]	$2,400.00[1]

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2 (Specification #32)			
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Western	$33,744.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Northern	$33,594.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Central	$33,494.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)	Southern	$33,794.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Western	$24,627.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Northern	$24,527.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Central	$24,527.00
AutoNation CDJR Pembroke Pines	2017 Dodge Durango SXT (WDDL75)	★Southern	$24,527.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Western	$29,899.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Northern	$29,899.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Central	$29,999.00
HUB CITY FORD	2017 Ford Expedition (U1F/100A)	Southern	$30,099.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Western	$36,993.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Northern	$36,893.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Central	$36,843.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 GMC Yukon (TC15706)	Southern	$36,993.00
DeLand Nissan	2017 Nissan Armada (26117)	Western	$37,128.00
Rountree-Moore Nissan	2017 Nissan Armada (26117)	Northern	$36,965.00
DeLand Nissan	2017 Nissan Armada (26117)	Central	$37,046.00
DeLand Nissan	2017 Nissan Armada (26117)	Southern	$37,171.00
	2017 Toyota Sequoia (7917)	Western	-- NB --
	2017 Toyota Sequoia (7917)	Northern	-- NB --

2017 Toyota Sequoia (7917)	Central	-- NB --
2017 Toyota Sequoia (7917)	Southern	-- NB --

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2
SPECIFICATION #32

2017 Chevrolet Tahoe 1500 Commercial (CC15706/1FL)
2017 Dodge Durango SXT (WDDL75)
2017 Ford Expedition (U1F/100A)
2017 GMC Yukon (TC15706)
2017 Nissan Armada (26117)
2017 Toyota Sequoia (7917)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

   a. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Power windows, power door locks, cruise control and tilt steering wheel.
   e. Manufacturer's standard floor covering.
   f. Seating: Manufacturer's standard front and rear seats.
   g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

a. Manufacturer's standard tires and wheels.
b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.
c. Full perimeter frame, ladder type.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #32

2017 Dodge Durango SXT (WDDL75)

The Dodge Durango SXT (WDDL75) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$24,627.00	$24,527.00	$24,527.00	$24,527.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Durango SXT (WDDL75)			
DEALER:	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$24,627.00	$24,527.00	$24,527.00	$24,527.00

Order Code	Delete Options	All Zones
	Deep tinted glass	Std
	On-Star	NA
	Satellite radio	NA

Order Code	Add Options	All Zones
WDDS74/29S [1]	Engine upgrade - specify *Include Model Upgrade. Dodge Durango Citadel 5.7 Hemi V-8 Engine* [1]	$13,995.00[1]
	Engine upgrade - specify	NA
	CNG model - specify	NA
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Transmission oil cooler	NA
	Alternator, 130-Amp *160 Amp Alternator* [1]	Std[1]
	Limited slip differential	NA
TRM [1]	Tremco anti-theft - foot activated, dealer installed	$235.00[1]
	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	NA
WDDH75/23E [1]	Manufacturer's model upgrade package (specify pkg. bid) *Durango GT Model* [1]	$7,495.00[1]
	Seat trim upgrade - specify	NA
	Remote vehicle start	Std
	Additional Key(s) or Key Fob(s) when applicable	$285.00
	Console	Std
	Bucket seats	Std
	Cloth 2nd row seat	Std
	Third row seat	Std
	Floor carpet with color keyed floor mats	Std
	Air conditioning - front and rear	Std
	Privacy glass, factory installed	Std
	Side air protection (may affect cage availability)	Std
RSSO [1]	Vent visors - stick-on style	$165.00[1]
RSFS [1]	Rainshields - flange style	$145.00[1]
	Body side molding	NA
RB [1]	Running boards	$645.00[1]

VEHICLE:	Durango SXT (WDDL75)			
DEALER:	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$24,627.00	$24,527.00	$24,527.00	$24,527.00

LM1 [1]	Daytime running lights	$39.00[1]
	Immobilize daytime running lights	NA
	Mirrors, camper type	NA
WGG [1]	Wrap-around grille guard *Add $375.00 For Winch Mounting Bracket* [1]	$1,195.00[1]
	Tow hooks	NA
	Standard towing package	NA
TT-111 [1]	Heavy duty towing package, includes HD class III receiver with 2" ball	$645.00[1]
	All terrain tires	NA
	Nitrogen filled tires including spare tire	NA
	Full size spare tire and rim	NA
	Front license bracket	NA
	Backup alarm, factory installed	NA
BUA [1]	Backup alarm, dealer installed	$185.00[1]
	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	NA
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	$650.00[1]
PB100A12 [1]	Setina PB100A12 – 12" Aluminum Push Bumper	$545.00[1]
PB100A16 [1]	Setina PB100A16 – 16" Aluminum Push Bumper	$545.00[1]
PB300 [1]	Setina PB300 Push Bumper	$595.00[1]
GR50 [1]	Go Rhino 5000 Series Push Bumpers	$625.00[1]
	Rear Transport Seat – Laguna System 3P	NA
	Rear Transport Seat – Pro Gard 6000 Series	NA
	Rear Transport Seat with extended seat belt – Patriot PSCV1	NA
8S [1]	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed	NA[1]
10S [1]	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed	NA[1]
SET12 [1]	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat	NA[1]
PG2600 [1]	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed	NA[1]
K9C [1]	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices.	NA[1]
ERD [1]	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position.	NA[1]
HAS [1]	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle.	NA[1]

VEHICLE:	Durango SXT (WDDL75)			
DEALER:	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines	AutoNation CDJR Pembroke Pines
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$24,627.00	$24,527.00	$24,527.00	$24,527.00

CSC [1]	Optional equipment - specify *Cargo Compartment Cover* [1]	$74.00 [1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRH [1]	Labor rate per hour	$95.00 [1]
TTG [1]	Temporary tag	$25.00 [1]
TER [1]	Transfer existing registration (must provide tag number)	$155.00 [1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)	$205.00 [1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
WMX585N [1]	Warranty - specify *Maximum Care Extended Warranty 5 Years 85,000 Miles -0- Deductible* [1]	$2,830.00 [1]
WMX6100N [1]	Warranty - specify *Maximum Care Extended Warranty 6 Years 100,000 Miles -0- Deductible* [1]	$3,850.00 [1]
WMX7100N [1]	Warranty - specify *Maximum Care Extended Warranty 7 Years 100,000 Deductible* [1]	$4,130.00 [1]

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2 (Specification #28)			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Equinox (1LF26)	Western	$20,079.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LF26)	Northern	$19,854.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LF26)	Central	$19,854.00
Alan Jay Chevrolet Buick GMC Cadillac	2017 Chevrolet Equinox (1LF26)	Southern	$19,854.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Western	$18,578.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Northern	$18,478.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Central	$18,528.00
Garber Chrysler Dodge Truck Inc	2017 Dodge Journey (JCDH49)	Southern	$18,578.00
HUB CITY FORD	2017 Ford Escape (U0F)	★Western	$17,860.00
HUB CITY FORD	2017 Ford Escape (U0F)	★Northern	$17,860.00
HUB CITY FORD	2017 Ford Escape (U0F)	★Central	$17,960.00
HUB CITY FORD	2017 Ford Escape (U0F)	★Southern	$18,060.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Western	$21,261.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Northern	$21,098.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Central	$21,189.00
Gainesville Buick GMC	2017 GMC Terrain (TLF26)	Southern	$21,276.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Western	$20,031.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Northern	$19,956.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Central	$19,956.00
AutoNation CDJR Pembroke Pines	2017 Jeep Cherokee (KLTL74)	Southern	$19,956.00
REED NISSAN CLERMONT	2017 Nissan Rogue S (22117)	Western	$18,775.00
Rountree-Moore Nissan	2017 Nissan Rogue S (22117)	Northern	$18,666.00
REED NISSAN CLERMONT	2017 Nissan Rogue S (22117)	Central	$18,675.00
REED NISSAN CLERMONT	2017 Nissan Rogue S (22117)	Southern	$18,725.00

Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Western	$22,299.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Northern	$22,233.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Central	$22,261.00
Rountree-Moore Toyota	2017 Toyota Rav4 (4430)	Southern	$22,461.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2
SPECIFICATION #28

2017 Chevrolet Equinox (1LF26)
2017 Dodge Journey (JCDH49)
2017 Ford Escape (U0F)
2017 GMC Terrain (TLF26)
2017 Jeep Cherokee (KLTL74)
2017 Nissan Rogue S (22117)
2017 Toyota Rav4 (4430)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

   a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

   a. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
   b. Manufacturer's standard air conditioning with 134A system.
   c. Manufacturer's standard tinted glass all around.
   d. Manufacturer's standard AM/FM stereo.
   e. Manufacturer's standard floor covering.
   f. Manufacturer's standard production seats. Purchaser will select color at time of order.
   g. Power windows, power door locks, cruise control and tilt steering wheel.

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

a. Manufacturer's standard tires and wheels.
b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
b. Manufacturer's standard fuel tank.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #28

2017 Ford Escape (U0F)

The Ford Escape (U0F) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,860.00	$17,860.00	$17,960.00	$18,060.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Escape (U0F)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,860.00	$17,860.00	$17,960.00	$18,060.00

Order Code	Delete Options	All Zones
	Cruise control	NA
	On-Star	NA
	Power windows	NA
	Power door locks	NA
	Satellite radio	NA
	Tilt steering wheel	NA

Order Code	Add Options	All Zones
	Battery, 650-cca or greater	NA
	Bi-fuel model - specify	NA
	CNG model - specify	NA
	CNG conversion (discuss with dealer)	NA
	Engine upgrade - specify	NA
	Factory external engine oil cooler	NA
	LPG conversion (discuss with dealer)	NA
	Limited slip differential	NA
AK-KF [1]	Additional Key(s) or Key Fob(s) when applicable	$275.00[1]
	AM/FM radio with single CD	Std
50Q [1]	Cargo area cover	$89.00[1]
5 [1]	5" round dome lamp between sunvisors	$179.00[1]
UOG-200A [1]	Manufacturer's model upgrade package (specify pkg. bid) *SE PKG* [1]	$3,299.00[1]
50C [1]	Heavy duty rubber floor mats	$74.00[1]
924 [1]	Privacy glass, factory installed	$274.00[1]
	Rear window defogger	Std
	Rear window washer/wiper with intermittent feature	Std
	Remote keyless entry	Std
U0G-200A [1]	Seat trim upgrade - specify *UPGRADE PKG* [1]	Incl.[1]
	Side air protection (may affect cage availability)	Std
TATF [1]	Tremco anti-theft - foot activated, dealer installed	$396.00[1]
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC [1]	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA[1]
942 [1]	Daytime running lights	$44.00[1]

VEHICLE:	Escape (U0F)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★Western	★Northern	★Central	☆Southern
BASE PRICE:	$17,860.00	$17,860.00	$17,960.00	$18,060.00

	Front license bracket	NA
	Fog lamps *REQ UPGRADE PKG* [1]	Std[1]
	Full size spare tire and rim	NA
	Immobilize daytime running lights	NA
NFT [1]	Nitrogen filled tires including spare tire	$199.00[1]
RSFS [1]	Rainshields - flange style	$144.00[1]
	Running boards	NA
	Tow hooks	NA
	Outside tire carrier	Std
VVSS [1]	Vent visors - stick-on style	$144.00[1]
62S [1]	Optional equipment - specify *FLEET CARGO MANAGEMENT SYSTEM (INTERIOR CARGO COVEER - PERIMETER ALARM - POWER CONVERTER 110V OUTLET - ROOF-RACK SIDE RAILS & ROOF-RAIL CROSSBARS*[1]	$394.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH [1]	Labor rate per hour	$96.00[1]
TEMP TAG [1]	Temporary tag	$36.00[1]
TER [1]	Transfer existing registration (must provide tag number)	$100.00[1]
NST [1]	New state tag (specify state, county, city, sheriff, etc.)	$165.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 [1]	Warranty - specify *POWERRTRAIN CARE WITH (0) DED* [1]	$1,740.00[1]
6/100 [1]	Warranty - specify *BASE CARE WITH (0) DED* [1]	$2,130.00[1]
6/100 [1]	Warranty - specify *EXTRA CARE WITH (00 DED* [1]	$2,585.00[1]

BID AWARD ANNOUNCEMENT

FSA16-VEH14.0

Effective Dates:
October 1, 2016 – September 30, 2017

Cab & Chassis Trucks and Other Fleet Equiqment

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEH14.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. Basic information required on all purchase orders is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEH14.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

FSA CONTRACT ZONE MAP

WESTERN	NORTHERN
BAY	ALACHUA
CALHOUN	BAKER
DIXIE	BRADFORD
ESCAMBIA	CLAY
FRANKLIN	COLUMBIA
GADSDEN	DUVAL
GULF	FLAGLER
HOLMES	GILCHRIST
JACKSON	HAMILTON
JEFFERSON	LEVY
LAFAYETTE	MARION
LEON	NASSAU
LIBERTY	PUTNAM
MADISON	ST. JOHNS
OKALOOSA	SUWANEE
SANTA ROSA	UNION
TAYLOR	VOLUSIA
WALTON	
WAKULLA	
WASHINGTON	

CENTRAL	SOUTHERN
BREVARD	BROWARD
CITRUS	CHARLOTTE
DESOTO	COLLIER
HARDEE	GLADES
HERNANDO	HENDRY
HIGHLANDS	LEE
HILLSBOROUGH	MARTIN
INDIAN RIVER	MIAMI-DADE
LAKE	MONROE
MANATEE	PALM BEACH
OKEECHOBEE	
ORANGE	
OSCEOLA	
PASCO	
PINELLAS	
POLK	
ST. LUCIE	
SARASOTA	
SEMINOLE	
SUMTER	

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 (Specification #12)			
Rush Truck Center, Tampa	2017 Hino 338	Western	$61,940.00
Rush Truck Center, Tampa	2017 Hino 338	Northern	$61,940.00
Rush Truck Center, Tampa	2017 Hino 338	Central	$61,940.00
Rush Truck Center, Tampa	2017 Hino 338	Southern	$61,940.00
Palmetto Ford	2017 Ford F-750 (F7D)	Western	$47,250.00
Palmetto Ford	2017 Ford F-750 (F7D)	Northern	$47,250.00
Palmetto Ford	2017 Ford F-750 (F7D)	Central	$47,250.00
Palmetto Ford	2017 Ford F-750 (F7D)	Southern	$47,250.00
Orlando Freightliner	2017 Freightliner M2	★Western	$39,720.00
Orlando Freightliner	2017 Freightliner M2	★Northern	$39,720.00
Orlando Freightliner	2017 Freightliner M2	★Central	$39,720.00
Orlando Freightliner	2017 Freightliner M2	★Southern	$39,720.00
Maudlin International Trucks LLC	2017 International Durastar	Western	$61,230.00
Maudlin International Trucks LLC	2017 International Durastar	Northern	$60,230.00
SUN STATE INTERNATIONAL TRUCKS	2017 International Durastar	Central	$59,945.00
Rechtien International Trucks, Inc	2017 International Durastar	Southern	$59,263.00
KENWORTH OF JACKSONVILLE	2017 Kenworth T370	Western	$67,972.00
KENWORTH OF JACKSONVILLE	2017 Kenworth T370	Northern	$67,722.00
Kenworth of Central Florida	2017 Kenworth T370	Central	$68,972.00
KENWORTH OF SOUTH FLORIDA	2017 Kenworth T370	Southern	$67,408.00
Rush Truck Center, Tampa	2017 Peterbilt 337	Western	$69,980.00
Rush Truck Center, Tampa	2017 Peterbilt 337	Northern	$69,980.00
Rush Truck Center, Tampa	2017 Peterbilt 337	Central	$69,980.00
Palm Peterbilt Truck Center Inc	2017 Peterbilt 337	Southern	$70,809.00
Tampa Truck Center	2017 Western Star 4700	Western	$76,783.00
Tampa Truck Center	2017 Western Star 4700	Northern	$76,783.00
Tampa Truck Center	2017 Western Star 4700	Central	$76,783.00
Tampa Truck Center	2017 Western Star 4700	Southern	$76,783.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2
SPECIFICATION #12

2017 Hino 338
2017 Ford F-750 (F7D)
2017 Freightliner M2
2017 International Durastar
2017 Kenworth T370
2017 Peterbilt 337
2017 Western Star 4700

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:

   a. Diesel engine, minimum 200 HP

2. TRANSMISSION/AXLES:

   a. Manufacturers standard automatic transmission (with PTO provision) minimum, or approved equivalent.
   b. 21,000 lb. rear
   c. All axles, synthetic lube.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Air conditioning, factory installed.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Heavy duty rubber floor covering instead of carpet.
   e. Manufacturer's standard production seats. Purchaser will select color at time of order.
   f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual mount outside mirrors must provide a field of vision for vehicles to 102" width, and for towing.
   b. Convex mirrors mounted below standard mirrors.
   c. Interior dome lights with left and right door activated switches.

6. BRAKES:

   a. Factory air brakes
   b. Anti-lock brake system

7. TIRES AND WHEELS:

a. BSW 11R22.5 (14 PR) or approved equivalent, front and rear.
b. Oil bath hubs, with synthetic lube.

8. CHASSIS, FRAME, CAB:

a. Minimum 30,000 lbs. GVWR.
b. Cab & chassis only.
c. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
d. Manufacturer's standard front bumper, bright or painted.
e. Factory front tow hooks.
f. Fuel tank capacity, 45 gallons minimum.
g. Cab to center of rear axle - 84" approximately.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2
SPECIFICATION #12

2017 Freightliner M2

The Freightliner M2 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	M2			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

Order Code	Delete Options	All Zones
	Gas engine in lieu of diesel	NA
342-1CB [1]	Provide 6 speed manual with base engine - specify	$1,918.00[1]
	Provide 7 speed manual with base engine - specify	NA
	Air brakes if compatible with transmission	NA
	Wheel seals	NA
746-998 [1]	AM/FM stereo radio	Std[1]
	Satellite radio	NA
	On-Star	NA
	Power Take Off (PTO)	NA

Order Code	Add Options	All Zones

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

101-2N6 [1]	Engine/transmission upgrade - specify *280HP ISB 3500RDS* [1]	$11,928.00[1]
101-2N7 [1]	Engine/transmission upgrade - specify *300HP ISB 3500RDS* [1]	$12,804.00[1]
101-2XG [1]	Engine/transmission upgrade - specify *260HP ISL 3500RDS* [1]	$16,901.00[1]
101-2XE [1]	Engine/transmission upgrade - specify *300HP ISL 3500RDS* [1]	$18,418.00[1]
101-2XP [1]	Engine/transmission upgrade - specify *330HP ISL 3500RDS* [1]	$21,014.00[1]
101-2N0 [1]	Engine/transmission upgrade - specify *345HP ISL 3000RDS* [1]	$24,725.00[1]
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Bi-fuel model - specify	NA
206-201 [1]	CNG prep - specify *PONY TANK AND FILL RECEPTICALS* [1]	$66,546.00[1]
230-064 [1]	CNG conversion (discuss with dealer) *320HP ISLG-3000RDS-60DGE TANKS MOUNTED BOC* [1]	$82,960.00[1]
	LPG conversion (discuss with dealer)	NA
	Engine hour meter	Std

VEHICLE:	M2			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

864-001 [1]	Trans oil temp meter	$8.00 [1]
	Allison authorized synthetic oil, TES 295 or equivalent (required for extended warranty)	Std
	Premium hoses	Std
206-192 [1]	Dual 45 gallon fuel tanks *DUAL 50'S* [1]	$819.00 [1]
	Air dryers	Std
477-006 [1]	Moisture ejectors	$84.00 [1]
452-001 [1]	Driver controlled differential lock	$773.00 [1]
	Power windows, only	NA
654-011 [1]	Power windows/door locks	$226.00 [1]
	Speed control	Std
	Tilt steering wheel	NA
532-002 [1]	Telescopic and tilt steering wheel	$477.00 [1]
746-1B0 [1]	AM/FM radio with single CD	$553.00 [1]
	Side air bags	NA
3K [1]	Third key	$18.00 [1]
400-101 [1]	Upgrade to 4x4 (specify factory or after market)	$32,316.00 [1]
	Model upgrade - specify	NA
	Model upgrade - specify	NA
829-079 [1]	Crew cab (84" CA)	$13,375.00 [1]
829-075 [1]	Super cab (84" CA)	$7,296.00 [1]
682-050 [1]	Cutaway cab	$1,656.00 [1]
744-103 [1]	Optional cab and chassis equipment - specify *BRIGHT LIGHTED HEATED MIRRORS* [1]	$445.00 [1]
016-1C2 [1]	Optional cab and chassis equipment - specify *VERTICAL EXHAUST* [1]	$851.00 [1]
353-027 [1]	Optional cab and chassis equipment - specify *VEHICLE INTERFACE WIRING AND POWER DIST MODULE* [1]	$793.00 [1]
	Optional cab and chassis equipment - specify	NA
	Optional cab and chassis equipment - specify	NA
316-035 [1]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *FACTORY INSTALLED* [1]	$774.00 [1]
3016-033 [1]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *FACTORY INSTALLED* [1]	$1,274.00 [1]
	Vent visors - stick-on style	NA
	Rainshields - flange style	NA
	Spray-in liner (Rhino, Line-X or approved equivalent)	NA

VEHICLE:	M2			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

TOOL BOX [1]	Knapheide under body tool boxes or approved equivalent *48X18X8* [1]	$809.00[1]
74B-080 [1]	Fender or cowl mounted convex mirrors	$155.00[1]
727-1AH [1]	Airhorn	$135.00[1]
720-002/722-002 [1]	Safety kit, fire extinguishers & triangles	$64.00[1]
629-004 [1]	Front stabilizer bars	$494.00[1]
	Rear shock absorbers	NA
622-1MG [1]	Auxiliary rear springs *21K WITH HELPER* [1]	$167.00[1]
122-1G1 [1]	Heated fuel water separator *DAVCO 243* [1]	$260.00[1]
	Tractor brake package (30,000 GVWR only)	NA
HITCH [1]	Trailer towing package - specify *25 TON PINTLE HITCH-REQUIRES 33000GVWR PKG AND 019-001* [1]	$1,699.00[1]
019-001 [1]	Trailer towing package for air operated trailer brakes *AIR LINES AND GLAD HANDS TO END OF FRAME* [1]	$1,117.00[1]
297-001 [1]	Trailer towing package for electric operated trailer brakes *TRAILER TOW PLUG AT END OF FRAME-REQUIRES ADDL HITCH* [1]	$890.00[1]
590-001 [1]	Mud flaps	$140.00[1]
510-16G [1]	Full size spare tire & rim	$902.00[1]
794-007 [1]	Jack and wheel wrench	$352.00[1]
	Nitrogen filled tires including spare tire	NA
311-001 [1]	Daytime running lights	$20.00[1]
	Immobilize daytime running lights	NA
6132D54J [1]	Knapheide 6132 utility body or approved equivalent (requires 84" CA)	$10,144.00[1]
11' 3 YD [1]	Heil 2-3 yd. dump body with manual ground control tarp or approved equivalent (requires 84" CA)	$20,467.00[1]
10' 5YD [1]	5 yd. dump with manual ground control tarp (requires 84" CA)	$20,335.00[1]
12STAKE [1]	12 ft. flat stake body with 40" sides all around (requires 84" CA)	$11,453.00[1]
12CONTR [1]	12 ft. contractors dump with manual ground control tarp, 14" sides (requires 84" CA)	$17,938.00[1]
14STAKE [1]	14 ft. flat stake body with 40" sides all around (requires 108" CA)	$11,980.00[1]
14CONTR [1]	14 ft. contractors dump with manual ground control tarp, 14" sides (requires 108" CA)	$21,755.00[1]
16STAKE [1]	16 ft. flat stake body with 40" sides all around (requires 120" CA)	$12,521.00[1]
16CONTR [1]	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA)	$22,113.00[1]
18STAKE [1]	18 ft. flat stake body with 40" sides all around (requires 138" CA)	$13,269.00[1]
	19 ft. rollback wrecker with wheel lift (requires 120" CA)	NA
20STAKE [1]	20 ft. flat stake body with 40" sides all around (requires 156" CA)	$13,693.00[1]
20VAN [1]	20 ft. van roll up door (requires 156" CA)	$14,217.00[1]

VEHICLE:	M2			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

24VAN [1]	24 ft. van roll up door (requires 186" CA)	$15,155.00[1]
24STAKE [1]	24 ft. flat stake body with 40" sides all around (requires 186" CA)	$14,119.00[1]
TL3 [1]	Optional body - specify *PETERSEN INDUSTRIES TL3 1824 QUADSTICK JOY STICKS TOOL BOX* [1]	$64,482.00[1]
RS3 [1]	Optional body - specify *PETERSEN INDUSTRIES REAR STEAR BACKUP CAMERA OUTRIGGERS* [1]	$96,531.00[1]
POTHOLE [1]	Optional body - specify *BERGKAMP FP5 POT HOLE PATCHER-REQUIRES 35000 GVWR* [1]	$105,962.00[1]
CHIPPER [1]	Optional body - specify *16' CHIPPER BODY WITH TOW PACKAGE* [1]	$24,313.00[1]
VAC-TRON [1]	Optional body - specify *VAC-TRON 800 GALLON HTV 873 VACUUM WITH HYDRAULIC DUMP* [1]	$89,543.00[1]
VIPER13RL [1]	Optional body - specify *NEWAY VIPER 13CY REAR LOADER* [1]	$55,422.00[1]
VIPOR20RL [1]	Optional body - specify *NEWAY VIPOR 20CY REAR LOADER* [1]	$59,525.00[1]
BRIDGEPORT [1]	Optional body - specify *RANGER SERIES 12CY* [1]	$115,900.00[1]
	Powder coating for utility body	NA
545-422 [1]	108" cab to axle	Incl.[1]
545-475 [1]	120" cab to axle	$404.00[1]
545-517 [1]	138" cab to axle	$573.00[1]
545-565 [1]	156" cab to axle	$573.00[1]
545-625 [1]	180" cab to axle	$1,488.00[1]
545-640 [1]	186" cab to axle	$1,488.00[1]
33000GVW53000 [1]	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices *33000 GCW PKG INCLUDES CUMMINS ISL AND 3000RDS AUTOMATIC TRANSMISSION* [1]	$25,893.00[1]
33000GVW53500 [1]	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices	$25,819.00[1]
33000GVW3000 [1]	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices	$25,893.00[1]
33000GVW3500 [1]	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices *33000 GVW PKG INCLUDES CUMMINS ISL AND 3500RDS TRANSMISSION* [1]	$25,819.00[1]
400-103 [1]	33,000 GVWR factory approved 4WD *CUMMINS ISL-3500RDS-MERITOR 2 SPEED TRANSFER CASE-VERTICAL EXHAUST* [1]	$52,973.00[1]
33000108 [1]	33,000 GVWR 108" CA	$25,903.00[1]
33000120 [1]	33,000 GVWR 120" CA	$26,307.00[1]
33000156 [1]	33,000 GVWR 156" CA	$26,467.00[1]

VEHICLE:	M2			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

33000180 [1]	33,000 GVWR 180" CA	$27,391.00[1]
33000186 [1]	33,000 GVWR 186" CA	$27,391.00[1]
35000GVW [1]	GVWR and CA upgrade - specify *12K FRONT 23 REAR* [1]	$25,739.00[1]
37000GVW [1]	GVWR and CA upgrade - specify *14600 FRONT 23000 REAR* [1]	$28,632.00[1]
39000GVW [1]	GVWR and CA upgrade - specify *16K FRONT 23000 REAR* [1]	$31,294.00[1]
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
WALTCO C-20 [1]	2,000 lb. lift gate	$6,788.00[1]
WALTCO3000 [1]	3,000 lb. lift gate *44x84 PLATFORM* [1]	$7,560.00[1]
794-001 [1]	12 ton jack cab mounted, if available	$195.00[1]
11' CRANE BODY [1]	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent	$24,160.00[1]
6006EH [1]	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent	$34,400.00[1]
HYDOUTRIGGERS [1]	Auto Crane hydraulic outriggers, or approved equivalent	$8,499.00[1]
	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent	NA
	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent	NA
721-001 [1]	Backup alarm - Factory Installed	$59.00[1]
	Backup alarm - Dealer Installed	NA
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed	NA
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed	$1,350.00[1]
COBRA20 [1]	Optional equipment - specify *NEWAY COBRA 20CY REAR LOADER* [1]	$61,475.00[1]
BRIDGEPORT18 [1]	Optional equipment - specify *BRIDGEPORT 18CY REAR LOADER REQUIRES 39000GVWR* [1]	$117,833.00[1]
WATERTRUCK [1]	Optional equipment - specify *2,000 Gallon Water Tank with cross baffle 6 cab mounted controls to activate 6 air operated spray heads located midpoint of body on each side* [1]	$37,910.00[1]
ETNYRE [1]	Optional equipment - specify *ED ETNYRE ASPHALT DISTRIBUTOR* [1]	$110,652.00[1]

VEHICLE:	M2			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$39,720.00	$39,720.00	$39,720.00	$39,720.00

CP3 [1]	Optional equipment - specify *PETERSEN INDUSTRIES CP3 LOADER-2222 NON DUMPING BODY-OUTRIGGER STROBES-TOOL BOX* [1]	$69,210.00[1]
LMLEGACY3 [1]	Optional equipment - specify *LOADMASTER LEGACY 18CY REAR LOADER* [1]	$60,762.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TEMP [1]	Temporary tag	$3.00[1]
TRANSFER [1]	Transfer existing registration (must provide tag number) *SEE DEALER-VARIES BY MONTH* [1]	NA[1]
NEW TAG [1]	New state tag (specify state, county, city, sheriff, etc.) *SEE DEALER-VARIES BY GVWR AND MONTH OF PURCHASE* [1]	NA[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
BASE [1]	Warranty - specify *2 YEARS UNLIMITED MILES* [1]	Std[1]
TRANS [1]	Warranty - specify *ALLISON 3 YEARS UNLIMITED MILES* [1]	Std[1]
	Warranty - specify	NA
ENGWARRANTY [1]	Diesel Warranty - specify *ISB 2 YEARS UNLIMTED* [1]	Std[1]
ENGWARRANTY [1]	Diesel Warranty - specify *ISL 2 YEARS OR 250K MILES WHICHEVER COMES FIRST* [1]	Std[1]
	Diesel Warranty - specify	NA

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY) (Specification #15)			
Palmetto Ford	2017 Autocar ACX64	Western	$142,480.00
Palmetto Ford	2017 Autocar ACX64	Northern	$143,480.00
Kenworth of Central Florida	2017 Autocar ACX64	Central	$155,938.00
Palmetto Ford	2017 Autocar ACX64	Southern	$138,850.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Western	$174,778.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Northern	$174,778.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Central	$174,778.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Southern	$174,778.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Western	$139,018.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Northern	$139,018.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Central	$139,018.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Southern	$139,018.00
Rush Truck Center, Tampa	2017 Peterbilt 320 -520	★Western	$131,929.00
Rush Truck Center, Tampa	2017 Peterbilt 320 -520	★Northern	$131,929.00
Rush Truck Center, Tampa	2017 Peterbilt 320 -520	★Central	$131,929.00
Palm Peterbilt Truck Center Inc	2017 Peterbilt 320 -520	★Southern	$133,007.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY)
SPECIFICATION #15

2017 Autocar ACX64
2017 Crane Carrier LET2
2017 Mack MR Series
2017 Peterbilt 320 -520

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:

   a. 300 HP 6 cylinder diesel engine, manufacturer's 11L minimum

2. TRANSMISISON:

   a. Allison 4500 RDS automatic transmission

3. ENGINE EQUIPMENT:

   a. Alternator – 12 volt 100A
   b. Premium engine hoses
   c. Injection pump – electronic engine control
   d. Radiator – aluminum core, or approved equivalent
   e. Air restriction monitor – intake mounted

4. CAB:

   a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
   b. Low cab, forward mounted, tilt type.
   c. Floor covering – black rubber mats
   d. Seating – driver air suspension mid back, passenger fixed mid back.
   e. Steering wheel – 18" two spoke
   f. Standard air conditioning and heating

5. FRAME:

   a. Frame – steel construction matched to GVW and mounted body of truck.
   b. Wheelbase – 209"
   c. Front bumper – painted steel
   d. Fuel tank – 70 gallon, minimum
   e. Air dryer – Bendix AD9 heated, or approved equivalent.

6. SAFETY:

   a. Horn – single air trumpet

b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
d. Slack adjusters – Haldex automatic front and rear.
e. Daytime running lights.
f. Backup alarm

7. FRONT AXLE:

a. Front axle – 20,000 lb.
b. Front wheels – steel 10 hole hub piloted
c. Front tires – 315/80R/22.5 Goodyear G289
d. Front hubs – iron, or approved equivalent.
e. Oil type with synthetic lube

8. REAR AXLE:

a. Rear axle – 40,000 lb.
b. Rear wheels – steel 10 hole hub piloted
c. Rear tires – 11R22.5 Goodyear G124 unisteel traction or approved equivalent.
d. Hubs – iron, or approved equivalent.
e. Power divider with warning light and buzzer (includes in cab control)

9. ELECTRICAL:

a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.
b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.
c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY)
SPECIFICATION #15

2017 Mack MR Series

The Mack MR Series purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,018.00	$139,018.00	$139,018.00	$139,018.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,018.00	$139,018.00	$139,018.00	$139,018.00

Order Code	Delete Options	All Zones
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA

Order Code	Add Options	All Zones

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

1001650 [1]	Engine upgrade - specify *Mack MP7-345R 345HP with 1280lb.ft. Torque* [1]	$829.00[1]
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
20F46R [1]	GVWR upgrade - specify *66,000 GVWR Package. Front Tires: 425, Front Wheels: 22.5x12.50, Static Load Cushions FA* [1]	$698.00[1]
	64,000 lb. GVW package	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Hybrid option	NA
	Bi-fuel model - specify	NA
0023093 [1]	CNG prep - specify *633 with Cummins ISL-G 320HP, FUEL TANKS NOT INCLUDED, BASE CHASSIS UPGRADE.* [1]	$2,832.00[1]
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Nitrogen filled tires including spare tire	NA

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,018.00	$139,018.00	$139,018.00	$139,018.00

2731001 [1]	Double Frame: full steel insert	Incl.[1]
2401501 [1]	Front Axle - specify *Mack FXL20 Wide Pivot 20,000 lbs.* [1]	Std[1]
2681020 [1]	Rear Axle - specify *Mack S462 46,000 lbs.* [1]	Std[1]
1861035 [1]	Rear Suspension - specify *Mack SS462, Multileaf Camelback, 46,000 lbs.* [1]	Std[1]
2682010 [1]	Rear Suspension - specify *46,000 lbs. Meritor RT46-160 with Hendrickson HN462 Suspension.* [1]	$2,297.00[1]
NEX 20 RDA [1]	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	$6,952.00[1]
NEX 20 STA [1]	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	$8,450.00[1]
FEPTO-pkg [1]	Front Engine PTO Provision (FEPTO) *2240015 Front Frame Extension for Extended Bumper, 1830002 Flange Adapter 1350, 186005 Pump Mounting Kit, 353001 Skid Plate Under Bumper/Radiator.* [1]	$1,461.00[1]
	LCF with right hand steering	NA
	LCF with dual steering	NA
1442100 [1]	LCF Low Profile with left hand steering *Model LR613/LEU613 Terra Pro* [1]	$3,480.00[1]
1442102 [1]	LCF Low Profile with dual steering *Model LR613/LEU613 with dual sit down, dual steering* [1]	$4,599.00[1]
1442101 [1]	LCF Low Profile with dual steering & right hand stand up *Model LR613/LEU613 Terra Pro standard configuration* [1]	$3,480.00[1]
2540401 [1]	Driver controlled differential lock *Inter Wheel Differential Lock (Both Axles)* [1]	$1,303.00[1]
NEX 60 174/RP [1]	Refuse body - state model bid and description *60,000 Roll Off Hoist & Tarp* [1]	$35,767.00[1]
NEX 60 DPHK/RP [1]	Optional mounted body - specify *60,000 Hook Hoist & Tarp* [1]	$52,054.00[1]
NEX 20 RRL [1]	Optional mounted body - specify *20 CU YD Refuse Rear Loader* [1]	$54,639.00[1]
NEX 25 RRL [1]	Optional mounted body - specify *25 CU YD Refuse Rear Loader* [1]	$64,377.00[1]
NEX 32 RRL [1]	Optional mounted body - specify *32 CU YD Refuse Rear Loader* [1]	$67,750.00[1]
NEX 40 RFL [1]	Optional mounted body - specify *40 CU YD Refuse Front Loader* [1]	$103,800.00[1]
NEX CC [1]	Optional mounted body - specify *Currotto Can - Add On* [1]	$27,115.00[1]
NEX 28 RASL [1]	Optional mounted body - specify *28 CU YD Refuse Automated Side Loader* [1]	$117,827.00[1]

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,018.00	$139,018.00	$139,018.00	$139,018.00

NEX 31 RASL [1]	Optional mounted body - specify *31 CU YD Refuse Automated Side Loader* [1]	$120,750.00[1]
60K AFR [1]	Optional mounted body - specify *60k Above Frame Rolloff Hoist and Tarp* [1]	$47,613.00[1]
NEX 36 FEL [1]	Optional mounted body - specify *36 Cubic Yard Refuse Front End Loader* [1]	$101,741.00[1]
MFG.LIST [1]	Optional mounted body - specify *We furnish bodies from the following: Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New-Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.* [1]	NA[1]
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
2931004 [1]	Optional equipment - specify *Racor Non Heated Fuel Filter* [1]	$323.00[1]
3180001 [1]	Optional equipment - specify *Battery Disconnect Switch "Flaming River" with Confirmation Light* [1]	$169.00[1]
9011359 [1]	Optional equipment - specify *F+R (T0) 315/80R22.5x20 M860A Bridgestone All Position Tires on Steel Wheels* [1]	$2,988.00[1]
4240003 [1]	Optional equipment - specify *MC Type Cab Doors with Roll-up Windows RH+LH Standard Sliding Windows* [1]	$141.00[1]
1529009 [1]	Optional equipment - specify *West Coast "Moto Mirror" Package, LH+RH Motorized and Heated (MRU Series Only)* [1]	$500.00[1]
4710001 [1]	Optional equipment - specify *Rectangular Convex Mirror Above RH Door* [1]	$31.00[1]
BOT0001 [1]	Optional equipment - specify *Body Builder Air Lines, Factory Installed for Pneumatic Joy Stick Controls* [1]	$244.00[1]
6410002 [1]	Optional equipment - specify *Auto Shut-Off for Radio/Entertainment Systems, When in Reverse Gear* [1]	$64.00[1]
0159003 [1]	Optional equipment - specify *Drop Frame Modifications for LCF Chassis* [1]	$8,166.00[1]
M38001 [1]	Optional equipment - specify *Cab Front Corner Protection/Reinforcement for LCF Chassis* [1]	$290.00[1]
3530001 [1]	Optional equipment - specify *Skid Plate Under Bumper + Radiator* [1]	$268.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TempTag [1]	Temporary tag	Incl.[1]
Transfer [1]	Transfer existing registration (must provide tag number)	$100.00[1]

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$139,018.00	$139,018.00	$139,018.00	$139,018.00

New [1]	New state tag (specify state, county, city, sheriff, etc.)	$300.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
Plan B HD MP7 [1]	Warranty - specify *Extended Warranty 60 Months 300,000 Miles on Mack After Treatment System and Mack MP7 Engine Under 460HP* [1]	$2,800.00[1]
Allison Refuse [1]	Warranty - specify *Extended Warranty for Allison Transmission 4500RDS, 60 Months 500,000 Miles, Refuse Application* [1]	$1,010.00[1]
	Warranty - specify	NA
Base [1]	Diesel Warranty - specify *Standard Mack Engine Warranty 24 Months 250,000 Miles* [1]	Std[1]
	Diesel Warranty - specify	NA
	Diesel Warranty - specify	NA

BOYNTON BEACH

Prepared for:	Contract Holder	DATE:
BOYNTON BEACH BILL DARTY 561-742-6215 DartyW@bbfl.us	Duval Ford Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	12/20/16
	PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEH14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 6	*2017 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K8A*	$ 26,119.00
0	99R	3.7L V6 TI-VCT FFV ENGINE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	153	Front License Bracket	NC
0	51Y	Driver's Side (Left Hand) Spotlight	NC
0	BUC	BACK UP CAMERA	NC
0	86P	PRE DRILLED HEAD LAMPS FROM THE FACTORY FOR LED LIGHTING	$ 124.00
0	47C	POLICE WIRE HARNESS	$ 104.00
0	59B	1284X KEYED ALIKE	$ 49.00
0	68G	REAR DOOR LOCKS AND HANDLES INOPERATIVE	$ 34.00
0	18W	REAR WINDOWS INOPERATIVE	$ 24.00
0	2TONE	TWO TONE PAINT- INCLUDES 4- DOORS PAINTED WHITE, PER BOYNTON BEACH SPECS.	$ 1,296.00
0	76R	REVERSE SENSING	$ 274.00
0	DECAL	BOYNTON BEACH GRAPHICS	$ 345.00
0	TAG	NEW CITY TAG AND TITLE	$ 130.00
0		***THIS QUOTE INCLUDES DELIVERY TO THE CITY OF BOYNTON BEACH	$ -
0			
0	31	EXTERIOR COLOR: SHADOW BLACK	
0	9W	INTERIOR COLOR: CHARCOAL BLACK FRONT BUCKET/ VINYL REAR	
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 28,498.00

TOTAL QUANTITY	12	TOTAL PURCHASE	$ 341,976.00

BOYNTON BEACH

Prepared for:		Contract Holder	DATE:
BOYNTON BEACH BILL DARTY 561-742-6215 DartyW@bbfl.us		*Duval Ford* *Laura Torbett* *(Work) 904-388-2144* *(Fax) 904-387-6816* *(Cell) 904-568-6027* Laura.Torbett@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210*	12/20/16
		PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	

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Labor	Code	Equipment	Price
0	SPEC 6	*2017 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K9A*	$ 26,118.00
0	99R	3.7L V6 TI-VCT FFV ENGINE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	153	Front License Bracket	NC
0	D51Y	DELETE Driver's Side (Left Hand) Spotlight	$ (50.00)
0	BUC	BACK UP CAMERA	NC
0	85P	PRE DRILLED HEAD LAMPS FROM THE FACTORY FOR LED LIGHTING	$ 124.00
0	85U	INTERIOR UPGRADE PACKAGE	$ 389.00
0	85L	WHEEL COVERS	$ 59.00
0	3K	THIRD KEY WITH REMOTE FOB	$ 326.00
0	595	REMOTE KEYLESS ENTRY	$ 259.00
0	53M	SYNC/ BLUE TOOTH	$ 294.00
0	61S	STEERING WHEEL CONTROLS FOR SYNC	$ 159.00
0	TAG	NEW CITY TAG AND TITLE	$ 130.00
0		***THIS QUOTE INCLUDES DELIVERY TO THE CITY OF BOYNTON BEACH	$ -
0			
0	G1	EXTERIOR COLOR: SHADOW BLACK	
0	9W	INTERIOR COLOR: CHARCOAL BLACK FRONT BUCKET/ VINYL REAR	
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 27,808.00
TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 27,808.00

State Employee Contract Pricing

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at COST using State Employee Contract Pricing.

CALL: (800) 646-0594 or go to www.duvalford.com

BOYNTON BEACH

Prepared for:	Contract Holder:	DATE:
BOYNTON BEACH BILL DARTY 561-742-6215 DartyW@bbfl.us	Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax. FL 32210	12/20/16

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEH14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 37	UTILITY CARGO VAN E1Z	$ 20,666.00
0	101A	BASE TRIM PACKAGE	NC
0	99M	3.7L V6 ENGINE	NC
0	D17B	DELETE SIDE AND REAR GLASS	$ (50.00)
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	21F	SEAT TRIM UPGRADE	$ 384.00
0	43B	BACK UP ALARM	$ 124.00
0	SLIDE	SLIDING PASSENGER DOOR FOR LOW ROOF, 130" CARGO VAN E1Y	$ 249.00
0	TAG	NEW CITY TAG AND TITLE	$ 130.00
0	YZ	EXTERIOR: OXFORD WHITE	$ -
0	VK	INTERIOR: PEWTER VINYL	$ -
0			$ -
0		***THIS QUOTE INCLUDES DELIVERY TO THE CITY OF BOYNTON BEACH	$ -
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 21,423.00

TOTAL QUANTITY	1	TOTAL PURCHASE	$ 21,423.00

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BOYNTON BEACH

Prepared for:	Contract Holder	DATE:
BOYNTON BEACH BILL DARTY 561-742-6215 DartyW@bbfl.us	Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	12/20/16

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEH14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 18	2017 FORD FUSION MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES (P0G)	$ 17,057.00
0	100A	S TRIM PACKAGE	INCL
0	STD	POWER WINDOWS/ DOOR LOCKS	STD
0	STD	BACK UP CAMERA	STD
0	STD	REMOTE KEYLESS ENTRY	STD
0	TAG	NEW TAG AND TITLE	$ 130.00
0			$ -
0			$ -
0	G1	(2) SHADOW BLACK	$ -
0	UX	(1) INGOT SILVER	$ -
0	YZ	(1) OXFORD WHITE	$ -
0	DE	EXTERIOR: EBONY CLOTH INT	$ -
0			$ -
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 17,187.00

TOTAL TOTAL QUAN	4	TOTAL PURCHASE	$ 68,748.00

AutoNation Chrysler Dodge Jeep Ram

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

CELL PHONE (954) 383-1009

OFFICE (954) 441-2034 | FAX (954) 441-2004 | EMAIL SCHENRY1@COMCAST.NET

13601 Pines Blvd. Pembroke Pines, Fl. 33027

QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

FSA 16-VEH 14.0 & FSA 16-VEL 24.0

REQUESTING AGENCY: City of Boynton Beach

ORIGINAL QUOTE DATE: 12/6/2016 REVISED QUOTE DATE:

CONTACT PERSON: Bill Darty

PHONE NUMBER: 561-742-6215 CELL PHONE:

FAX NUMBER: e-mail: DartyW@bbfl.us

MODEL: 2017 Dodge Durango SXT (WDDL75) SPECIFICATION #: 32

PAGE #:

BASE DISTRICT PRICE: $24,627.00

http://www.fisheriffs.org

OPTION CODE #	DESCRIPTION	OPTION COST
	EXTERIOR COLOR WHITE W/ DARKEST INTERIOR POSSIBLE	STD
BUA	Back Up Alarm	$185.00
NST	New "CITY" Tag	$205.00

TOTAL OF OPTIONS: $390.00

TOTAL COST: $24,917.00

QTY 1 = $24,917.00

Comments:

AUTO NATION CRYSLER DODGE JEEP RAM

VEHICLE QUOTED BY: Steve Henry, Fleet Manager schenry1@comcast.net

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. IF there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance

COMMISSION MEETING DATE: 01/17/2017

REQUESTED ACTION BY COMMISSION: Motion to approve the purchase of new and new replacement vehicles as approved in the FY2016/2017 budget in the amount of $1,753,925.00.

EXPLANATION OF REQUEST:
The Fleet Administrator recommends the annual purchase of thirty (30) replacement vehicles collectively for Police and Public Works/sanitation as approved in the Fiscal Year 2016/2017 budget. Attached is a spreadsheet indicating vendor, number of unites ordered, user department, bid/contract information, and cost.

The Fleet Maintenance Division intends to award the following vendors for purchase as follows (see attached Exhibit 1 for vendor details):

A. Duval Ford for eighteen (18) units, twelve (12) Ford Interceptor Utility patrol vehicles for Police in the amount of $341,976, One (1) Ford Interceptor Utility for Police Admin in the amount of $27,808, One (1) Ford T-150 Cargo Van for Police in the amount of $21,423, and Four (4) Ford Fusion's for Police in the amount of $68,748. These units utilize the Florida Sheriffs Contract.
B. Autonation CDJR for one (1) unit, a Dodge Durango 4X2 for Police in the amount of $24,917. This unit utilizes the Florida Sheriffs Contract.
C. Hub City Ford for five (5) units, Four (4) Ford Escapes for Police in the amount of $74,356 and One (1) Ford Escape for Parking in the amount of $18,589. These units utilize the Florida Sheriffs Contract.
D. Orlando Freightliner for four (4) units, Two (2) Recycle trucks for Sanitation in the amount of $359,258 and Two (2) Grapple trucks for Sanitation in the amount of $269,134. This unit utilizes the Florida Sheriffs Contract.
E. Nextran Truck two (2) units, both are Automated Side Loaders for Sanitation in the amount of $547,716. These units utilize the Florida Sheriffs Contract.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? These 30 replacement and additional vehicles will be used throughout the City to provide services to our residents.

FISCAL IMPACT: Budgeted

FY2016/2017 Budget for these replacement vehicles = $1,753,925.00

Purchase price total of these replacement vehicles = $2,055,904.00

ALTERNATIVES: To defer or not purchase these selective replacement vehicles. By deferring purchases, departmental maintenance cost and equipment downtime would increase and Sanitation routes will not get collected as scheduled.

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION: Buying the right vehicle at the right time for the right cost yields cost efficiency.

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION: All vehicle needs in departments are carefully evaluated with the respect to fuel consumption. Where possible, more fuel efficient vehicles are selected.

CONTRACTS

VENDOR NAME: Various Vendors- refer to agenda attachment

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

21-Dec
WILLIAM DARTY
CITYY OF BOYNTON BEACH
561-742-6215

DARTYW@BBFL.US

Contract # FSA16-VEL-24

Exterior Vehicle Color	Emergency Lighting:	Driver side	Passenger side
Interior Vehicle Color	Color Color	Lights Lenses	

We Appreciate your interest in the 2017/2018Florida Sheriff's Association of counties purchasing contract.
Listed below are items we discussed.

		Price
	2017 FORD ESCAPE (U0F) SPEC #28	$18,060.00
AK-KF	ADDITIONAL KEY & FOB	$275.00
50Q	CARGO COVER	$89.00
	NEW TAG	$165.00
	COLOR INTERIOR COLOR	
G1	(2) BLACK BLACK	
UX	(1) INGOT SILVER BLACK	
J7	(1) MAGNETIC BLACK	
		$18,589.00
	4 X	$74,356.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

21-Dec
WILLIAM DARTY
CITYY OF BOYNTON BEACH
561-742-6215

Contract # FSA16-VEL-24

DARTYW@BBFL.US

Exterior Vehicle Color	BLACK	ergency Light		Driver side	Passenger side
		Color	Lights		
Interior Vehicle Color		Color	Lenses		

We Appreciate your interest in the 2017/2018Florida Sheriff's Association of counties purchasing contract.
Listed below are items we discussed.

		Price
	2017 FORD ESCAPE (U0F) SPEC #28	$18,060.00
50C	H/DUTY RUBBER FLOOR MATES	$74.00
	NEW TAG	$165.00
		$18,299.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.

Recycle Truck

Orlando Freightliner Inc.
2455 S. Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 122
407-291-8408 fax
407-509-6651 cell

To Bill Darty/City of Boynton Beach

Orlando Freightliner is pleased to quote the following Freightliner M2 106 via the 2016-2017 Florida Sheriffs Association bid #FSA-16VEH 14.0.

Spec #12	**$39,720.00**
3700GVWR see attachment 1 for complete Specifications	**$28,632.00**
744-103 heated moto mirrors	**$ 445.00**
5738D Recycle Body piggy backed off Container Systems LET2 Florida Sheriffs Bid page 520 (see attachment 2)	**$ 85,571.00**
Credit for 35 yd in lieu of 38 yard body	**$ <2,159.00>**
Dealer add Stand Up Right Hand Drive	**$ 19,540.00**
Option to 300HP	**$ 927.00**
Option to C-brake in lieu of exhaust brake	**$ 2,547.00**
Option to Reyco 23000lb rear suspension	**$ 2,622.00**
Option to 7/16X3-9/16X11-1/8 frame	**$ 953.00**
Option hood mtd mirrors	**$ 155.00**
Option work brake	**$ 362.00**
Option auto neutral	**$ 114.00**
Option 1 year towing	**$ 200.00**
Total	**$179,629.00**

Sincerely,

Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala

Side loader

NEXTRAN™ TRUCK CENTER

Mack

ISUZU

VOLVO

FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: CITY OF BOYNTON BEACH, FL
BID NUMBER: FSA 16-VEH14.0 / spec #15
DATE: OCT 2016
DESCRIPTION: MACK LR613 ASL REFUSE TRUCK

BASE PRICE:		139,018
PUBLISHED OPTIONS:		
20F46R	GVWR 66K	698
FEPTO	FEPTO	1,461
1442102	DUAL SIT DOWN STEER	4,599
3180001	BATTERY DISCONNECT	169
4240003	2 MC DOOR	141
4710001	DOOR MIRROR	31
BOT0001	BB AIR LINES	244
6410002	AUDIO SHUTOFF	64
M38001	CAB CORNER PROTECTION	290
3530001	SKID PLATE	268
NEW	MUNICIPLE TAG	300
PLANB	5/250 ENGINE WAR	2800
ALLISON	ALLISON WAR TO 5 YR	1010
CHASSIS TOTAL		151,093
New Way Sidewinder 31 ASL		122,765
TOTAL UNIT COST		273,858

SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946

(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. David Gluckler
Nextran Truck Center
7151 Industrial Dr. S
Riviera Beach, FL 33404
Via email: dgluckler@nextrancorp.com

October 17, 2016

Dear David,

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of Boynton Beach to purchase a New Way Sidewinder 31 yard side loader refuse body mounted on your suitable chassis off the Florida Sheriffs Contract *FSA16-VEH14.0, Specification #15.* Please review the attached equipment list.

New Way Sidewinder 31 yard side loader body.....$114,376.00
City of Boynton Beach Option Package $4,481.00
Total: $118,857.00

The City may also consider the following additional option:
Severe Refuse Package: 7GA AR450 Hopper Floor & Side Liner, Forward Panel of Body Side Wall 7GA AR450, Body Floor 7GA AR450 32" into Body, Chromium Overlay on Packer Guide Rails $3,908.00

Price does include delivery to any Florida municipality. $122,765

Minimum Chassis Requirements:
197" Usable CT
64,000 lb. GVWR, ***Tires must meet Florida DOT GVWR requirements***
Front Engine PTO
Automatic Transmission

Please feel free to contact Joey Westberry at (772) 834-8201, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Executive Sales Coordinator
jm/mjc

EQUIPMENT LIST
CITY OF BOYNTON BEACH
October 17, 2016

31 Cubic Yard Body Capacity
Pack On The Go
Multi Cycle Packer
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
High Grade Hydraulic Fluid
Reinforced, Frame Mounted Arm – 1,000 lb Lift Capacity
In-Line Heavy Duty Grippers
Sealed Roller Bearings on Packer Follower Panels
Pre-crusher Panel
Hopper Access Ladder
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Acrylic Urethane Enamel Single Color Paint on Body
ARM Powder Coat New Way Safety Yellow
Rear Vision Camera System, Dual Cameras
Back Up Alarm
Body Ajar Alarm
Tailgate Ajar Alarm
Hour Meter
"Arm Stowed" Indicator
LED Body Lights
Halogen Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Package (Mounted Upper Tailgate)
Strobe Light, Surface Mount
10 lb. Fire Extinguisher
Triangle Kit
1 Year Body, Arm & Hydraulic Warranty
2 Year Cylinder Warranty

City of Boynton Beach Option Package:

Mid Body Back-up Lights $360.00
Upgrade to 20 lb. Fire Extinguisher.....$102.00
Arm Control Joystick with Buttons.....$431.00
Arm Control Rocker Switches Under Seat.....$577.00
Arm Cycle Counter.....$258.00
Aluminum Tool Box 18x18x36.....$642.00
Heavy Duty Chains for Standard Arm.....$1008.00
Debris Shield for Arm.....$356.00
Clean Out Tool in Trough.....$104.00
Remote Grease Block Tailgate Cylinders.....$353.00
Front Cylinder Covers.....$290.00

Peterson Lighting Cooke

Orlando Freightliner Inc.
2455 S. Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 122
407-291-8408 fax
407-509-6651 cell

To Bill Darty/City of Boynton Beach

Orlando Freightliner is pleased to quote the following Freightliner M2 106 via the 2016-2017 Florida Sheriffs Association bid #FSA-16VEH 14.0.

Spec #12	**$39,720.00**
33000GVW3500 see attachment 1 for full list of specifications	**$25,819.00**
TL3	**$64,482.00**
Upgrade to Hardox 2030 body	**$ 1,733.00**
Upgrade to 38000 GVWR	**$ 2,813.00**
Total	**$134,567.00**

Sincerely,

Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala

QUOTATION

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales, FL 33859-8201

PAGE NO: 1

QUOTE NO: 20160361

BILL TO: ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL

APOPKA, FL 32703
US

SHIP TO: ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL

APOPKA, FL 32703
US

End user is BOYNTON BEACH, FL (CITY OF)

DATE	CUSTOMER NO	SLSMP	PYMNT TERMS	LOC	PRICOL	SHIP DATE	SHIP VIA
11/4/2016	000000001970	PAS	Net 30	03	PREPAID	A.S.A.P.	DRIVE AWAY

Unit completion date: 90-120 DAYS days after actual chassis arrival or quoted arrival, whichever is later.
No Chassis Before: JANUARY

QTY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	DISC	EXTENDED PRICE
	0.TL3	MODEL TL3 BASE LOADER	1.00 EA			
	03.11SAI	HEAVY DUTY SWING MOTOR	1.00 EA			
	01.24	GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)	1.00 EA			
	07.10SB60	STANDARD BUCKET 60"	1.00 EA			
	10.04 BUWL	BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00 EA			
	12.05 HG	HOSE GUARDS- HEAD & VALVE BANK	1.00 EA			
	12.36 HD	HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00 EA			
	12.02 TP	TANDEM PUMP IN LIEU OF SINGLE 18 GMP	1.00 EA			
	11.02	LOADER SINGLE COLOR (ENAMEL) AS DEFINED BELOW	1.00 EA			
		* PAINT LOADER: PI WHITE				
2.00	LOADER	AS CONFIGURED ABOVE	EA			
	8.29 2030-HDX	MODEL HDX-2030 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00 EA			
	8.36 PISWLCD	PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00 EA			
	8.40 S-BD	STANDARD BARN DOORS FOR BODY	1.00 EA			
	8.47 WL-BW	WIRE LOOM FOR BODY WIRING	1.00 EA			
	10.09 LED	LED TYPE BODY LIGHTS, 15 EA.	1.00 EA			
	8.77ANSI	ANSI Z245 PACKAGE	1.00 EA			
	11.02B	BODY COLOR: BLACK	1.00 EA			
2.00	8.0 DUMP BODY	AS CONFIGURED ABOVE	EA			

BOB SHARPNICK

Signature _____ Date _____

Prepared for:
Bill Darty
City of Boynton Beach
222 NE 9th Avenue
Boynton Beach, FL 33425
Phone: 561-742-6215

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-14M	M2 PRL-14M (EFF:10/05/15)
Data Version	
DRL-002	SPECPRO21 DATA RELEASE VER 002
Vehicle Configuration	
001-172	M2 106 CONVENTIONAL CHASSIS
004-218	2018 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-011	FIXED LOAD COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-091	MEDIUM TRUCK WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 38000.0 lbs

Prepared for:
Bill Darty
City of Boynton Beach
222 NE 9th Avenue
Boynton Beach, FL 33425
Phone: 561-742-6215

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ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
Truck Service	
AA3-005	FLATBED/PLATFORM/STAKE BODY
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 In
Engine	
101-22M	CUM L9 260 HP @ 2200 RPM; 2200 GOV RPM, 720 LB/FT @ 1300 RPM
Electronic Parameters	
79A-070	70 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79W-001	ONE REMOTE PTO SPEED
79X-005	REMOTE PTO SPEED 1 SETTING - 900 RPM
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
Engine Equipment	
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
133-004	ONE PIECE VALVE COVER
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS

Prepared for:
Bill Darty
City of Boynton Beach
222 NE 9th Avenue
Boynton Beach, FL 33425
Phone: 561-742-6215

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-052	RH STANDARD HORIZONTAL TAILPIPE
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
266-013	1100 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT

Data Code	Description
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME

Prepared for:
Bill Darty
City of Boynton Beach
222 NE 9th Avenue
Boynton Beach, FL 33425
Phone: 561-742-6215

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Data Code	Description
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle and Equipment	
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE
Front Suspension	
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS
410-001	FRONT SHOCK ABSORBERS

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Data Code	Description
Rear Axle and Equipment	
420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
421-563	5.63 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
423-039	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)
451-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE
Rear Suspension	
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
621-001	SPRING SUSPENSION - NO AXLE SPACERS
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
623-005	FORE/AFT CONTROL RODS
Brake System	
018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER

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Data Code	Description
479-012	AIR DRYER MOUNTED UNDER HOOD
460-057	STEEL AIR BRAKE RESERVOIRS MOUNTED UNDER CAB STEPS AND INSIDE FRAME JUST FORWARD OF REAR SUSPENSION
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)
Trailer Connections	
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE
Wheelbase & Frame	
545-640	6400MM (252 INCH) WHEELBASE
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
552-041	1925MM (76 INCH) REAR FRAME OVERHANG
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 186.45 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 183.45 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 357.39
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 186.45 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 186.13 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 190.47 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS

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Data Code	Description
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
Fuel Tanks	
206-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - RH
204-998	NO LH FUEL TANK
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
093-1R4	CONTINENTAL HSL2 275/80R22.5 16 PLY RADIAL FRONT TIRES
094-1R4	CONTINENTAL HSL2 275/80R22.5 16 PLY RADIAL REAR TIRES
Hubs	
418-056	CONMET PRESET PLUS IRON FRONT HUBS
450-056	CONMET PRESET PLUS IRON REAR HUBS
Wheels	
502-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS
505-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTS
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
678-001	LH AND RH GRAB HANDLES

Data Code	Description
646-009	PAINTED PLASTIC GRILLE
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED
726-002	DUAL ELECTRIC HORNS
728-001	SINGLE HORN SHIELD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
302-001	(5) AMBER MARKER LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS
729-001	STANDARD SIDE/REAR REFLECTORS
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-003	MANUAL DOOR WINDOW REGULATORS
663-013	TINTED WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED
Cab Interior	
707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING

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Data Code	Description
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-036	VINYL WITH VINYL INSERT DRIVER SEAT
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT
763-101	BLACK SEAT BELTS
532-001	FIXED STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS
Instruments & Controls	
732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS

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Data Code	Description
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
33A-804	PROVISONS FOR BODY BUILDER WIRED BOOM OUT OF STOW WARNING SYSTEM PILOT LIGHT AND INSTRUMENT CLUSTER BUZZER
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
746-1B3	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER

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Data Code	Description
8D1-998	NO DIRECT CONNECT
162-011	IDLE LIMITER, ELECTRONIC ENGINE
329-012	FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
869-998	NO MISCELLANEOUS GAUGES
Design	
065-000	PAINT: ONE SOLID COLOR
Color	
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
98K-998	NO FUEL TANK CABINET PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING
Certification / Compliance	
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options	
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY

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Extended Warranty

WAG-009	TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
TL3	PETERSEN INDUSTIRES TL3 WITH 2030 HARD OX BODY	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-016 - Award the Bid for Roof Re-Coating for Fire Station No. 5, Bid No. 008-2210-17/JMA and authorize the City Manager to sign a contract with Solarguard Roofing, Inc. of Boca Raton, FL as the lowest responsive, responsible bidder in the amount of $168,500 with a 10% contingency for a total approved amount of $185,350.

EXPLANATION OF REQUEST:
The roof for Fire Station No. 5 was installed in 2007 with a *Tremco Coatings* waterproof system. The 27,000 square feet of roof, tower roofs, and parapet walls require cleaning, caulking, sealing and waterproofing. In addition, there are thirty (30) solar photovoltaic panels located on the roof that must be removed and reinstalled by a licensed solar contractor.

On November 28, 2016, Procurement Services issued a bid for "Roof Re-Coating for Fire Station No. 5" with a Mandatory Pre-Bid Meeting and Site Inspection held on December 16, 2016 to review the project with interested and qualified contractors. On January 11, 2017, Procurement Services opened bids from three (3) contractors. After reviewing the three bid proposals, Staff has recommended the project be awarded to Solarguard Roofing, Inc. as the lowest, most responsive, responsible bidder.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The roof has been leaking at Fire Station No. 5 due to penetrations in the roof surface and the age of the roof. The repair and maintenance of the roof must be accomplished to maintain the integrity of the building and continue the warranty for the roof waterproofing system.

FISCAL IMPACT: Budgeted
Funds for this project were approved in the FY 16/17 capital budget in the amount of $200,000 in the Capital Improvement Fund 302-4129-552-62-01 Project No. FA1702.

ALTERNATIVES:
Delay in repair and maintenance to the roof may result in higher costs due to damage caused by water intrusion.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Solarguard Roofing, Inc.

START DATE:

END DATE:

CONTRACT VALUE: $168,500.00

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Bid Award and Contract for Roff Re-Coating for Fire Station 5
Contract	Construction Contract
Other	Staff Recommendation for Solarguard
Tab Sheets	Bid Tabulation
Bid	Bid Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/26/2017 - 8:55 AM
Finance	Howard, Tim	Approved	1/26/2017 - 8:56 AM
Legal	Swanson, Lynn	Approved	1/26/2017 - 4:12 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:20 PM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING THE BID FOR ROOF RE-COATING OF FIRE STATION NO. 008-2210-17/JMA AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH SOLARGUARD ROOFING, INC., OF BOCA RATON FLORIDA IN THE AMOUNT OF $168,500 PLUS A 10% CONTINGENCY FOR A TOTAL APPROVED AMOUNT OF $185,037; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 28, 2016, Procurement Services issued a bid for "Roof Re-Coating for Fire Station No. 5" with a Mandatory Pre-Bid Meeting and Site Inspection held on December 16, 2016 to review the project with interested and qualified contractors; and

WHEREAS, on January 11, 2017, Procurement Services opened bids from three (3) contractors; and

WHEREAS, after reviewing the three bids, staff has recommended the project be awarded to Solarguard Roofing, Inc., as the lowest, most responsive, responsible bidder; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to award the bid to Solarguard Roofing, Inc., of Boca Raton, Florida and to authorize the City Manager to sign a contract with Solarguard Roofing, Inc., for the "Roof Re-Coating for Fire Station No. 5" in the amount of $168,500 plus a 10% contingency for a total approved amount of $185,350.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida hereby approves the award of the bid to Solarguard Roofing, Inc., of Boca Raton, Florida in response to "Roof Re-Coating for Fire Station No. 5", Bid No. 008-2210-17/JMA.

Section 3. The City Manager is authorized to sign the Contract with Solarguard Roofing, Inc., for the "Roof Re-Coating for Fire Station No. 5" in the amount of $168,500 plus a 10% contingency for a total approved amount of $185,350, a copy of which Agreement is attached hereto as Exhibit "A."

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT, made and entered into this _____ day of _____, 2017, by and between the CITY OF BOYNTON BEACH, a municipal corporation of Florida, hereinafter called the "City" and SOLARGUARD ROOFING, INC.

a Florida Corporation (_X__) Check One
a Florida General Partnership(____)
a Florida Limited Partnership (____)
a Sole Proprietor (____)

hereinafter called "CONTRACTOR".

WITNESSETH that under the due procedure of law, bids were heretofore received by the City Commission of said City for the performance of work and supplying materials, hereinafter described, and said Commission having canvassed said bids, had determined that the bid in the total amount of **$168,500.00** submitted by the aforementioned CONTRACTOR was the best and most desirable bid submitted, and has authorized the execution of this contract.

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

1.0 AGREEMENT

1.1 The CITY does award the contract to and does hire and employ the CONTRACTOR and the CONTRACTOR does accept the award, predicated upon the bid of the CONTRACTOR, dated January 11, 2017 which is hereby incorporated by reference into this agreement, and the CONTRACTOR does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to perform all the work provided in the bid, contract documents, bond documents, plans and specifications for:

Bid Title: ROOF RECOATING FOR FIRE STATION No. 5
2080 HIGH RIDGE ROAD, BOYNTON BEACH, FL 33426
Bid Number: 008-2210-17/JMA

the City of Boynton Beach, Florida, all of which are incorporated herein by reference lump sum price as specified in CONTRACTOR'S bid in the amount of:

$168,500.00.

2.0 SCOPE OF SERVICES

2.1 CONTRACTOR further agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices as stated in the contract, General Conditions for Construction, and Supplementary Conditions for Construction, plans which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof as contained in the bid, contract documents and specifications for the project.

2.2 All the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with said plans and specifications, and CONTRACTOR accepts and consents to the conditions contained in said plans and specifications and expressly agrees to comply with every requirement and stipulation therein contained to be performed by the party contracting to do said work.

2.3 The CONTRACTOR further agrees to furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the City Architect of the City and strictly in accordance with the specifications, general stipulations and plans which are hereby referred to and made a part of this contract, as well as to the satisfaction of the City Commission and City Architect of the said City, and in strict obedience with the directions which may be given by the City Manager or his authorized representative, at and for the prices herein plainly set forth.

2.4 Upon receipt of written notification from the CITY, to correct any defective or faulty work or materials which may appear within one (1) year after completion of the contract and receipt of final payment. CONTRACTOR shall make the necessary corrections within ten (10) days of receipt of the written notice.

2.5 To comply with the provisions of Section 255.05, Florida Statutes, if applicable.

2.6 To pay promptly, before final settlement, any and all claims or liens incurred in and about this work. Furnish release of liens forms from all subcontractors and suppliers of materials. Forms to be supplied by CITY.

2.7 The CONTRACTOR shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City Architect. Final acceptance and payment for the entire project will not be made until the site is satisfactory to the CITY.

2.8 The CONTRACTOR shall at all times observe and comply with the provisions of

the charter, ordinances, codes and regulations of the City of Boynton Beach, Florida.

2.9 Upon completion of the work, the City Architect shall satisfy himself, by examination and test, that the work has been fully completed in accordance with the plans, specifications and contract documents. When the City Architect is so satisfied, he shall recommend acceptance thereof to the City Manager, who shall, if he agrees with such recommendation, present the final payment application to City Commission for review and vote to formally accept the project. The right of general supervision of the CITY as hereinafter provided under "authority of the Architect" shall not make the CONTRACTOR an agent or employee of the CITY, but the CONTRACTOR, shall at all times, and in all respects have the rights and liabilities of an independent contractor.

2.10 After the cleaning up of the work, premises, streets, alleys, or other areas of structure in anyway connected with the performance of the contract, the work as a whole shall be inspected by the City Architect, and any workmanship or material found not meeting the requirements of the specifications shall be removed by or at the expense of the CONTRACTOR and good and satisfactory workmanship or material substituted therefore. All settlement, defects or damage upon any part of the work shall be remedied and made good by the CONTRACTOR.

2.11 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause.

3.0 COMMENCEMENT OF WORK

3.1 CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the CITY and to fully complete the project within **90** calendar days following the commencement date as specified in same.

3.2 Time is the essence of the contract. In the event the CONTRACTOR shall fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with herein before set forth, the CONTRACTOR shall be liable to the CITY, as liquidated damages and not as penalty, in the amount stipulated therefore in the General Conditions for Construction or in other documents for each and every calendar day that the CONTRACTOR shall be in default of completion.

The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.

3.3 CONTRACTOR shall, as soon as practicable after signature of contract, confirm with City Architect in writing, the names of subcontractors as originally proposed for principal parts of work, and for such others as City Architect may direct.

Contractor shall not employ an that City Architect may, within a reasonable time, object to as incompetent or as unfit.

4.0 LIQUIDATED DAMAGES

4.1 The CONTRACTOR further agrees to pay **$1,000.00** per day as liquidated damages, for failure to begin within ten (10) days of "Notice to Proceed" or failure to complete the work within **90** calendar days from the commencement date to be indicated in the written "Notice to Proceed".

5.0 PROTECTION OF EXISTING FACILITIES

5.1 The CONTRACTOR warrants that prices include the protection and continuous use of all existing sewers, conduits, drains, pipes, buildings, walks, bridges, guard rails and other construction encountered, and the prompt repairing of any damage done to them during the progress of the work, or from insufficient support thereafter; also all the filling, backfilling, tamping, ramming, puddling and consolidating; the removal and disposal of all rubbish and surplus material; also all pumping bailing draining or unwatering of all excavations, incidental to the execution of the work; also the furnishing of all necessary labor, tools, equipment, materials and supplies, etc. and the performance of the whole work mentioned in the detailed plans and specifications necessary to give a finished result, and including all expense incurred in or in consequence of the suspension or discontinuance of the said work specified and a faithful compliance with each and every one of the requirements of the contract and for the maintenance of the entire work and construction in good condition and repair until final acceptance.

5.2 The CONTRACTOR shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The CONTRACTOR shall give reasonable written notice in advance to the department of the CITY having charge of any property or utilities owned by the CITY and to other owner or owners of public or private property or utilities when they shall be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

6.2 CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses,

and fees (including without limitation reasonable attorney's and appellate attorney's fees) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the contract sum payable by the CITY to the CONTRACTOR, specific additional consideration sufficient to support this obligation of indemnification provided for in this paragraph. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with Florida Statute 725.06.

6.3 The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth herein. However, the indemnification provision, and the insurance provision contained in this Contract are not interdependent of each other, each one is separate and distinct from the other.

6.4 The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

7.0 PAYMENT BY CITY

7.1 The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the specifications.

8.0 CHANGES IN THE WORK

8.1 The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

8.2 All change orders and adjustments shall be in writing and approved by the City Manager or City Commission if required, otherwise, no claim for extras will be allowed.

8.3 The General Contractor and all of his subcontractors shall be apprised of, and familiar with, the following conditions and procedures governing extra work under the Contract:

8.3.1 Any change order has to be recommended by the City Manager and officially approved by the City Commission before any steps are taken to implement the change order.

8.3.2 Should the CONTRACTOR or any of his subcontractors commence with the work without making a claim in writing for unforeseen extra work he encounters, it will be construed as an acceptance and agreement by him

that any such work is required under the contract and no future claim for extras will be considered or allowed by the CITY.

8.3.3 No claim for extra work will be allowed unless and until authority for same by written Change Order has been obtained from the City Manager or the City Commission of Boynton Beach, if necessary, which authorization will be signed by the Mayor.

8.3.4 Changes in the work directed in writing by the CITY'S Representative under the following procedures shall become a part of the Contract by a written Change Order.

8.3.5 Information regarding changes in the work involving claims to the CITY for additional work, credits, and/or adjustments under the contract shall be promptly transmitted in writing by the General CONTRACTOR to the CITY'S Representative with full explanations and justifications for his consideration in preparing a Change Order to the Contract.

8.4 The value of any change ordered under the Contract for extra work and/or any reductions in work required, shall be determined under one or more of the following procedures before a written Change Order is issued:

8.4.1 By such applicable unit prices, if any, as are set forth in the Contract except in those cases where increases in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant in the opinion of the Architect, the unit price shall be subject to review to determine if a new unit price should be negotiated; or

8.4.2 If no such unit prices are set forth, then by a lump sum or other unit prices mutually agreed upon by the CITY and the CONTRACTOR; or

8.4.3 By cost reimbursement, which is the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work plus fifteen (15) percent to cover the cost of general overhead and profit. For all labor and foreman in direct charge of the authorized operations, the CONTRACTOR shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon. An upper limit of total cost and of profit shall be agreed upon and shall not be exceeded unless approved by the CITY.

8.4.3.1 The CONTRACTOR shall submit sufficient cost and pricing data to enable the Architect to determine the necessity and reasonableness of costs and amounts proposed and the allowability and eligibility of costs proposed.

8.4.3.2 The CONTRACTOR shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable Change Order costs.

8.4.3.3 Where it is indicated that the Contract is federally or State assisted, the CONTRACTOR'S attention is directed to the applicable rules and regulations relative to cost principles which must be used for the determination and allowability of costs under grant.

8.4.3.4 In no case shall fringe benefit costs on direct labor costs exceed forty (40) percent of direct labor costs.

8.4.3.5 In no case shall the CONTRACTOR and Subcontractors' general overhead and profit in the aggregate exceed fifteen (15) percent of the total cost of direct labor, fringe benefits, direct overhead, materials, supplies, equipment and directly related services supplied by him. Among the items considered as general overhead are bonds, insurance, incidental job burdens, supervision and general office expenses.

8.4.3.6 In no case shall the CONTRACTOR'S cost for administering subcontracts exceed five (5) percent of the subcontractors' cost not including subcontractors' profit.

8.4.3.7 For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the CONTRACTOR shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work provided that the rental price shall not exceed the current rates published by the Equipment Guide Book Company in the Blue Book, "Rental Rates for Construction Equipment". Rate shall be daily, weekly or monthly as appropriate.

8.4.3.8 Records of extra work done shall be reviewed at the end of each day by the CONTRACTOR and the Architect. Such daily records shall clearly distinguish between the work done under the contract and that done under the Change Order. Duplicate copies of the accepted daily records shall be made, signed by the CONTRACTOR and the Architect and one copy retained by each.

8.5 Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless that same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

8.6 No Field Change Directive or Change Order shall be authorized by the Project Manager if the Contractor has added language to the Field Change Directive or Change Order or to any cover letter, e-mail, facsimile, or other written document which accompanies the Field Change Directive or Change Order in which the contractor attempts to reserve any future right or claim arising out of the work

which is the subject of the Field change Directive or Change Order.

9.0 INSURANCE

9.1 The CONTRACTOR shall maintain during the term of this contract commercial liability, motor vehicle, and property damage insurance, acceptable to the CITY, covering the work contracted and all operations connected herewith, and whenever any of the work in the contract is to be sublet, CONTRACTOR'S contingent or protective liability and property damage insurance. Such insurance shall provide limits not less than those set forth on the insurance requirement schedule included in the bid documents and naming the City of Boynton Beach as an "Additional Insured" with respect to General Liability.

9.2 Required insurance shall be documented in a certificate of insurance which provides that the CITY of Boynton Beach shall be notified at least fifteen (15) days in advance of cancellation, nonrenewal or adverse change. Contractor agrees to furnish policies if Certificate of Insurance is not acceptable.

9.3 The CONTRACTOR shall take all necessary precautions to prevent the generation of loud, unnecessary noise in conjunction with his operations at the work site. Internal combustion engines used with construction equipment shall be equipped with mufflers, as required by the Code of the City of Boynton Beach, and the CONTRACTOR shall comply with all requirements of this Code as they pertain to prevention of noise. No pile driver, excavating or other construction equipment, pneumatic hammer, derrick, the use of which is attend by loud or unusual noise, shall be operated between the hours of 6:00 P.M. and 7:00 A.M., except by written permission of the City Manager, and then only in case of emergency.

10.0 GUARANTEE AND WARRANTIES

10.1 All the work shall be guaranteed to remain in good condition for one year from date of acceptance.

11.0 TERMINATION OF CONTRACT

11.1 If the work to be performed under the contract is assigned by the CONTRACTOR other than provided for herein; if the CONTRACTOR should be adjudged as bankrupt; if a general assignment of his assets be made for the benefit of his creditors; if a receiver should be appointed for the CONTRACTOR or any of his property; if at any time the Architect shall certify in writing to the City Manager that the performance of the work under the contract is being unnecessarily delayed or that the CONTRACTOR is willfully violating any of the conditions, provisions, or covenants of the contract, plans or specifications, or that he is executing the same in bad faith or otherwise not in accordance with the terms of the contract; if the work be not fully completed within the time named for its completion or within the time to which such completion date may be extended; or if other just causes exist, the City Manager may serve ten (10) days' written notice upon the CONTRACTOR of the intent to terminate the contract for the CITY and if the CONTRACTOR shall not, prior to the effective date of termination

set forth in such notice, take such measures as will, in the judgment of the City Manager, ensure the satisfactory performance of the work, the City Commission and the City Manager may declare the contract terminated on the effective date specified in such notice, or any date subsequent thereto. In the event of such termination, the City Manager shall notify the CONTRACTOR and Surety and the CONTRACTOR shall immediately respect such notice and stop work and cease to have any right to the possession of the ground and shall forfeit his contract. Upon such termination, the City Manager shall provide the Surety with written notice of the CITY'S action and the Surety shall within ten (10) days of receipt of said notice remedy the default or the Surety shall as expeditiously as possible:

11.1.1 Complete the contract in accordance with its terms and conditions, or

11.1.2 Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety and the CITY of the lowest responsible bidder, make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

12.0 CONTRACT CONTROLS

12.1 The subject contract between the CITY and the CONTRACTOR shall supersede any and all documents executed between the parties relative to the project. In the event of any inconsistencies, the terms, provisions and conditions set forth in the subject contract shall supersede all other documents and shall be controlling.

13.0 TIME OF ESSENCE

13.1 Inasmuch as the provisions hereof, and of the plans and specifications herein, and of all the other contract documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the contract.

14.0 REMEDY FOR DELAY

14.1 In the event of any delay in the project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the project. No monetary damages shall be claimed or awarded to CONTRACTOR in association with any delay in the project caused by an act or omission of the CITY, its agents or employees.

14.2 Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

14.3 All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction.

14.4 For the purpose of this section the phrase "the CITY, its agents and employees" shall include but shall not be limited to the Architect, project manager and consulting Architects.

IN WITNESS WHEREOF, the CITY has caused these presents to be signed by its City Manager, attested by the City Clerk with the Corporate Seal of the said CITY and the CONTRACTOR has executed these presence the day and year herein before written.

DATED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

Approved as to Form:

_____
James A. Cherof, City Attorney

Attest/Authenticated:

_____
Judy Pyle, Interim City Clerk

CONTRACTOR:

By: _____

_____
(Print Name and Title)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements personally appeared_____, and acknowledged He/She executed the foregoing Addendum to Agreement for the use and purposes mentioned in it, and that the instrument is His/Her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____day of _____2017.

_____
NOTARY PUBLIC

My Commission Expires:

Alibrandi, Julianne

From: Mootz, Gail
Sent: Thursday, January 19, 2017 8:27 AM
To: Alibrandi, Julianne
Cc: Ramsey, Kevin
Subject: Roof Recoating for Fire Station No. 5 (Bid No. 008-2210-17/JMA)

Good Morning Julie;

After reviewing all the bids received for the City of Boynton Beach Bid No. 008-2210-17/JMA and per the requirements outlined in the bid specifications, Solarguard Roofing, Inc. submitted a complete bid package. At this time Public Works, Facilities Division recommends the project be awarded to Solarguard Roofing, Inc. as being the most responsive/responsible lowest bidder.

Solarguard Roofing, Inc. will be responsible for the Roof Recoating for Fire Station No. 5.

If you need any further information please don't hesitate to contact me.

Respectfully submitted
Gail

Gail Mootz
Crew Supervisor
Public Works, Facilities Maintenance
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
o: 561-742-6223
MootzG@bbfl.us | www.boynton-beach.org

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America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

ROOF RE-COATING FOR FIRE STATION 5

BID DUE DATE: JANUARY 11, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 008-2210-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**ATLAS APEX ROOFING, LLC** **281 NE 32nd Street** **Fort Lauderdale, FL 33334** **Tel: (954) 565-1567** **Fax: (954) 565-1568** **E-mail: estimating1@atlasapexusa.com** **Contact: Henry Gembala**	**SOLARGUARD ROOFING, INC.** **1515 N. Federal Highway, #300** **Boca Raton, FL 33432** **Tel: (561) 239-9923** **Fax: (561) 447-7536** **E-mail: george@solarguardroofing.com** **Contact: George Jawde**	**THERMA SEAL ROOF SYSTEMS, LLC** **1421 Oglethorpe Road** **West Palm Beach, FL 33405** **Tel: (561) 223-2096** **Fax: (561) 444-2272** **E-mail: estimates@thermasealroofs.com** **Contact: Dave Wikel**
ORIGINAL AND THREE (3) COPIES SUBMITTED	YES	YES	YES
BID CHECK LIST SUBMITTED	YES	YES	YES
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
ACKNOWLEDGEMENT OF ADDENDA NO. 1 AND NO. 2 SUBMITTED	YES	YES	YES
LUMP SUM BID PROPOSAL	**$229,000.00**	**$168,500.00**	**$195,000.00**
COMPUTER GENERATED HORIZONTAL BAR CHART - PROJECT SCHEDULE	NO	NO	YES
BID BOND SUBMITTED	YES Philadelphia Indemnity Ins. Co.	YES Developers Surety and Indemnity Co.	YES U.S. Fire Insurance Co.
STATEMENT OF BIDDER'S QUALIFICATIONS SUBMITTED	YES	YES	YES
BIDDER'S SITE INSPECTION CONFIRMATION SUBMITTED - MANDATORY	YES	YES	YES

ROOF RE-COATING FOR FIRE STATION 5

BID DUE DATE: JANUARY 11, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 008-2210-17/JMA

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NON COLLUSION AFFIDAVIT SUBMITTED	YES	YES	YES
ANTI-KICKBACK AFFIDAVIT SUBMITTED	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS SUBMITTED	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES	YES	YES
SAFETY PROGRAM COMPLIANCE SUBMITTED	YES	YES	YES
SCHEDULE OF SUB-CONTRACTORS SUBMITTED	YES/ONE	YES/ONE	YES/ONE
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
COMMENTS:	Licenses, Resumes, References Included.	Licenses, References, Letter from Tremco certifying subcontractor.	Licenses, References, Certificate of Insurance included.

BID CHECK LIST

DATE:		**BID NO.**	**008-2210-17/JMA**
NAME OF PROJECT:	ROOF RESURFACING FOR FIRE STATION No. 5		
NAME OF BIDDER:	SOLARGUARD ROOFING, INC.		
BIDDER'S SIGNATURE:			
NAME/TITLEPLEASE PRINT:	GEORGE JAWDE / PRESIDENT.		

ALL FORMS AND DOCUMENTS MUST BE COMPLETED, SIGNED, SEALED AND/OR NOTARIZED AND SUBMITTED WITH PROPOSAL IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

****ARRANGE SUBMITTAL IN THE FOLLOWING ORDER****

FORM/ATTACHMENT DESCRIPTION		PAGE NO.	YES	NO	N/A
CHECK OFF LIST FOR CONSTRUCTION PROJECTS		COL-1	✓		
BIDDER ACKNOWLEDGEMENT		BA-1	✓		
RECEIPT OF ADDENDUM		A-1	✓		
	Acknowledgement of Addendum (if applicable, will be issued with addendum)	ADD-1	✓		
BID PROPOSAL PAGES – ALL PAGES		All 'BP' Pages	✓		
BID BOND (5%)		BIB-1 – BIB-3	✓		
STATEMENT OF BIDDER'S QUALIFICATIONS & ATTACHMENTS		SBQ-1 – SBQ-2	✓		
REFERENCES		REF-1	✓		
Item #7	Evidence of possession of required licenses: Roofing Contractor; Solar Contractor	No Number	✓		
Item #8	Resumes	No Number	✓		

FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
BIDDER'S SITE INSPECTION CONFIRMATION	SI-1	✓		
NON COLLUSION AFFIDAVIT OF PRIME BIDDER	NCA-1	✓		
ANTI-KICKBACK AFFIDAVIT	AKA-1	✓		
CONFIRMATION OF MINORITY OWNED BUSINESS	MOB-1	✓		
Verification if applicable	No Number	NA		
CONFIRMATION OF DRUG-FREE WORKPLACE	DFW-1	✓		
SAFETY PROGRAM COMPLIANCE	SPC-1	✓		
Current Safety Program Attachment per SPC-1 (CD ALLOWED)	N/A			
SCHEDULE OF SUBCONTRACTORS	SSC	✓		
STATEMENT OF NO BID (if applicable)	NB-1	NA		
PALM BEACH COUNTY INSPECTOR GENERAL	IG -1	✓		
COMPUTER GENERATED HORIZONTAL BAR CHART – PROJECT SCHEDULE	No Number			
COPIES OF COMPLETE SUBMITTAL – 1 ORIGINAL, 3 COPIES Required	No Number	✓		

THIS PAGE MUST BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
COL-1

BIDDER ACKNOWLEDGEMENT

Submit Bids To: FINANCE/PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

Bid Title: **ROOF RECOATING FOR FIRE STATION No. 5**

Bid Number: **008-2210-17/JMA**

Bid Received By: **JANUARY 11, 2017 NO LATER THAN 2:30 P.M.**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **January 11, 2017, no later than 2:30 P.M.,** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: SOLARGUARD ROOFING, INC.

Federal I.D. Number: 141980539

A Corporation of the State of: FLORIDA

Area Code: 561 Telephone Number: 2399923

Area Code: 561 FAX Number: 447 7536

Mailing Address: 1515 N. FEDERAL HWY #300

City/State/Zip: Boca Raton, FL 33432

Vendor Mailing Date: 1-11-2017

E-MAIL: george@solargaurdroofing.com

Authorized Signature

GEORGE JAWDE
Name Typed

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **ROOF RE-SURFACING FOR FIRE STATION No. 5**

BID NO: **008-2210-17/JMA**

BIDDER: SOLARGUARD ROOFING, INC.

DATE SUBMITTED: JANUARY 11, 2017

We propose and agree, if this bid is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: **THE CITY OF BOYNTON BEACH**

and having examined the project site (when indicated in these specifications to do so), we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
1	12-29-2016		
2	1-4-2017		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

MANDATORY SITE INSPECTION CONFIRMATION

BID TITLE: **ROOF RECOATING FOR FIRE STATION No. 5**

BID NUMBER: **008-2210-17/JMA** **DATE:**

GEORGE JAWDE / PRESIDENT as an authorized representative of: (Print Name and Title of Representative)

SOLARGUARD ROOFING, INC. (hereinafter called the bidder) located at (Print Name of Company)

1515 N. FEDERAL HWY #300 BOCA RATON FL. 33432 confirms that said Company Address

Bidder has visited the site of the work and has carefully examined the plans and specifications for said project and checked them in detail before submitting his bid or proposal.

SIGNATURE OF COMPANY REPRESENTATIVE NAMED ABOVE

DECEMBER 16, 2016
DATE OF INSPECTION

CITY REPRESENTATIVE SIGNATURE

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ROOF RECOATING FOR FIRE STATION No. 5

BID NO.: 008-2210-17/JMA

BID PROPOSAL

The Bidder agrees to accept as full payment:

The Scope of Work is more clearly defined in the Contract Documents, Special Conditions and Technical Specifications.

The completed Work will clean, seal and waterproof approximately 27,000 sq. ft. of roof surface and parapet walls for Fire Station No. 5 using Tremco Products.

The Bidder agrees to furnish all labor, materials, equipment, and other items, facilities, services, and incidentals for proper execution and completion of the Lump Sum portion of the Work as shown on the Drawings and described in the Specifications and Drawings in accordance with the Contract Documents and other requirements, based on the Bidder's own estimated quantities, costs, site conditions, and local conditions and all other considerations for a Total Lump Sum Price of:

TOTAL LUMP SUM BID: $ 168500.00

ONE HUNDRED + SIXTY EIGHT THOUSAND Dollars

FIVE HUNDRED DOLLARS + NO Cents

(amount written in words has precedence)

Attached is a Computer Generated Horizontal Bar Chart: ____ YES X NO

The undersigned bidder agrees to complete the work within **ninety (90) calendar days** after the commencement date.

The undersigned bidder hereby represents that he has carefully examined the drawings and the Contract including all Contract documents and will execute the Contract and perform all its items, covenants and conditions, all in exact compliance with the requirements of the specifications and drawings.

The bidder, by and through the submission of his Bid, agrees that he has examined and that he shall be held responsible for having theretofore examined himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water table, conditions and all other physical characteristics of the work, in order that he may thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

The bidder, by submission of this Bid acknowledges that the bidder has been advised that in the event bidder contests the award of this project to another bidder, that the bidder damages, if any, are limited to actual Bid preparation costs and bidder hereby waives any claim it may have for other damages coming from the City's failure to award the project bidder.

SOLARGUARD ROOFING INC.
(Name of bidder, Corporation, Firm or Individual)

Signature

GEORGE JAWDE
Printed Name

PRESIDENT.
Title

561 239 9923
Telephone Number

E-Mail: george@SOLARGUARDROOFING.com

Date: JAN 11- 2017

Florida Contractor's License Number CCC1328099

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, GEORGE JAWDE, certify that I am the Secretary of the Corporation named as Principal in the within bond; that GEORGE JAWDE who signed the said Bid Bond on behalf of the Principal, was then PRESIDENT of said Corporation; that I know has signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared GEORGE JAWDE to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the SOLAR GUARD ROOFING INC. and that he has been authorized by GEORGE JAWDE to execute the foregoing bond on behalf of the Contractor named therein in favor for the Owner, the City of Boynton Beach.

Janet Hopin 1/5/17

Notary

JANET HOPIN
MY COMMISSION #FF046060
EXPIRES August 15, 2017
(407) 398-0153 FloridaNotaryService.com

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor bidding on work included in these General Documents shall prepare and submit the data requested in the following schedule of information.

This data must be included in and made part of each bid document. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

**** attach additional sheets giving the information***

1. Name of Bidder: SOLARGUARD ROOFING, INC.
2. Business Address: 1515 N. FEDERAL HWY #300
   BOCA RATON, FL. 33432
3. When Organized: 2006
4. Where Incorporated: FLORIDA
5. How many years have you been engaged in the contracting business under the present firm name? 10 years
6. General character of work performed by your company.
   NEW ROOFING, RE ROOFING,
   WATERPROOFING.
7. Number of employees. 4
8. Background and experience of principal members of your personnel, including officers. *
9. Bonding capacity. 1 MILLION
10. Have you ever defaulted on a contract? If so, where and why?* NO

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

SBQ- 1

11. Experience in performance.

Project	$ Value	Contact Name	Phone #
ROYAL POINCIANA	#365000.00	JOE BYRNE	561 436 3684
HOLLYWOOD PUMPSTATION	#65000.00	Bill Roche	954 444 1155
PBC CONVENTION CTR	#150000.00	RANDY SHURR	561 686 5511
4 SEASONS HOTEL	#125000.00	PATRICK LEE	305 347 5409

Subs Subs ↓ References

11. Contracts on hand. *

12. Largest completed projects (include final cost).

1) ROYAL POINCINA (WPB HOUSING Auth) #365000.00
2) CITY OF HOLLYWOOD PUMPSTATION #65000.00
3) CITY of HOLLYWOOD LIBRARY #42000.00

14. List all lawsuits (design and/or construction related) to which you have been a party and which: *

1) arose from construction projects: * N/A
2) occurred within the last 4 years: * N/A
3) provide case number and style: * N/A

Dated at: Boca Raton

this 11 day of JANUARY 2017

By: _____
(Signature)

Name: GEORGE JAWDE
(Printed or Typed)

Title: PRESIDENT.

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SBQ - 2

REFERENCES FOR SOLARGUARD ROOFING, INC
(NAME OF FIRM)

Company Name:	WPB HOUSING Authority
Address:	1620 SE 3rd Ave WPB, FL 33417
Contact Name:	Joe Byrne INSPECTOR
Phone: 561 436 3684	Fax: E-Mail:

Company Name:	RANCO of South FLORIDA
Address:	2500 HOLLYWOOD BLVD Hollywood, FL. 33027
Contact Name:	Bill Roche V.P.
Phone: 954 444 1155	Fax: E-Mail: billranco@AOL.com

Company Name:	CITY of Boca Raton
Address:	100 NW 2nd Ave Boca Raton, FL 33432
Contact Name:	Wayne Anderson
Phone: 561 416 3391	Fax: E-Mail:

Company Name:	STiles Construction
Address:	Fort Lauderdale FL.
Contact Name:	Judy Carter (Las OLAS city center) waterproof.
Phone: 954 525 9316	Fax: E-Mail:

Sub Contracta reference general caulking)

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

REF- 1

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA)
County of PALM BEACH)

GEORGE JAUDE, being first duly sworn, deposes and says that:

1) He/~~She~~ is PRESIDENT (Title) of SOLARGUARD ROOFING INC (Name of Corporation or Firm), the bidder that has submitted the attached bid: "ROOF RECOATING FOR FIRE STATION No. 5"

2) He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) PRESIDENT

Subscribed and sworn to before me
This 5th day of January, 2017 Janet Hopin Notary

My commission expires _____

JANET HOPIN
MY COMMISSION #FF046060
EXPIRES August 15, 2017

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NCA - 1

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME / SIGNATURE

Sworn and subscribed before me
this 5th day of January, 20 17

Printed Information:

GEORGE JAWDE
NAME

PRESIDENT
TITLE

Janet Hopin
NOTARY PUBLIC, State of Florida
at Large

ARZ BUILDERS, INC.
COMPANY

JANET HOPIN
MY COMMISSION #FF046060
EXPIRES August 15, 2017
(407) 398-0153 FloridaNotaryService.com

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
AKA - 1

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ?

_____ Yes X No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES____ NO X

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

MOB - 1

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DFW - 1

SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).

2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.

3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
SPC - 1

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

ROOF RECOATING FOR FIRE STATION No. 5

BID No. 008-2210-17/JMA

The Contractor is aware 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 may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

SOLARGUARD ROOFING, INC
CONTRACTOR NAME

By GEORGE JAWDE

Title: PRESIDENT

Date: 1-11-2017

THIS PAGE TO BE SUBMITTED ALONG WITH BID IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IG-1

ROOF RECOATING FOR FIRE STATION No. 5
BID No. 008-2210-17/JMA

SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	License No.:	Contract Amount	Percentage (%) of Contract
General Caulking + Coatings Co. Inc. 3750 Consumer St Riviera Bch, Fl 33404	All preping + waterproofing per specs.	CC License U-8685	$140000.00	79%

Signature [signature]

Date: 1-11-2017

Title/Company SOLARGUARD ROOFING, INC

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
SSC-1

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: December 29, 2016
BID TITLE: "ROOF RE-COATING FOR FIRE STATION 5"
BID NO.: 008-2210-17/JMA

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

The following question was received by e-mail:

1. Please advise if the City can provide information on the firm that installed the roof-top solar panels?

   ANSWER: The Company that installed the solar panels for Fire Station 5 is:

   Abundant Energy Inc.
   1312 Commerce Lane, 15B
   Jupiter, FL 33458
   Telephone: (561) 744-5421 | Fax: (561) 744-3026

If you have any further questions or require additional clarification, please e-mail Julianne Alibrandi, Senior Buyer alibrandij@bbfl.us or phone (561) 742-6322.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

ACKNOWLEDGEMENT OF ADDENDUM No. 1

"ROOF RE-COATING FOR FIRE STATION 5"

BID No.: 008-2210-17/JMA

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

GEORGE JAWDE
PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

SOLARGUARD ROOFING, INC
NAME OF COMPANY

JAN 11 - 2017
DATE

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 2

DATE: January 4, 2017
BID TITLE: "ROOF RE-COATING FOR FIRE STATION 5"
BID NO.: 008-2210-17/JMA

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

REMINDER:
BID DUE DATE IS JANUARY 11, 2017, NO LATER THAN 2:30 P.M.

The following questions were received by e-mail:

1. Do you have the original electrical and plumbing risers for the solar panels?

   ANSWER: Drawings 1, 2 and Drawings 1 to 10 are attached as part of this Addendum.

2. How do we determine what wall joints get repaired or left alone?

   ANSWER: All joints are to be repaired.

If you have any further questions or require additional clarification, please e-mail Julianne Alibrandi, Senior Buyer allbrandij@bbfl.us or phone (561) 742-6322.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

ACKNOWLEDGEMENT OF ADDENDUM No. 2

"ROOF RE-COATING FOR FIRE STATION 5"

BID No.: 008-2210-17/JMA

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 2 WITH BID PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

GEORGE JAWDE
PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

SOLARGUARD ROOFING, INC
NAME OF COMPANY

JAN 11 - 2017
DATE

TREMCO
Commercial Sealants & Waterproofing

Jeff "J.B." Snyder, Jr.
Tremco Commercial Sealants & Waterproofing
P 561-232-7430

DATE: May 23, 2016

CONTRACTOR: General Caulking & Coatings, Inc.
LOCATION: West Palm Beach, FL

To Whom It May Concern:

This letter is to certify General Caulking & Coatings, Inc is approved to install all Tremco Commercial Sealants and Waterproofing materials. General Caulking & Coatings, Inc. has been successfully installing Tremco materials for many years across the state of Florida.

Please contact me with any additional questions.

Kind Regards,

Jeff "J.B." Snyder

Jeff "J.B." Snyder, Jr.
Tremco Commercial Sealants and Waterproofing
jsnyder@tremcoinc.com

Proper application is the responsibility of the installation professional. Surface preparation, substrate adhesion, proper installation and other variables outside of the manufacturer's control are the sole responsibility of the user. Field visits by Tremco personnel are for the purpose of making technical recommendations, not for supervising or providing quality control.

Tremco cannot be held responsible for material differences, substitutions, or day-to-day variations in the finishing process that may alter these recommendations/results.

An RPM Company

Sustainable Building Solutions

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CCC1328099

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

JAWDE, GEORGE TOUFIC
SOLARGUARD ROOFING INC
1515 N. FEDERAL HWY #300
BOCA RATON FL 33432

ISSUED: 06/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606070000842

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Solarguard Roofing, Inc. as Principal, and Developers Surety and Indemnity Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of the Amount Bid Dollars ($ 5%) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated January 11th 2017, for:

ROOF RECOATING FOR FIRE STATION No. 5
BID No. 008-2210-17/JMA

NOW THEREFORE,

A. If the principal shall not withdraw said Bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

C. This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 11th day of January, 2017, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Solarguard Roofing, Inc.
Name of Firm

WITNESS:

Signature of Authorized Officer (affixed seal)

PRESIDENT.
Title

1515 North Federal Highway, Suite 300
Business Address

Boca Raton, FL 33432
City and State

SURETY:

Developers Surety and Indemnity Company
Corporate Surety

WITNESS:

Trenton Saunders

Attorney-in-fact (affix seal) Kevin R. Wojtowicz, a FL Licensed Resident Agent

17771 Cowan Avenue, Suite 100
Business Address

Irvine, CA 92614-6044
City State

Nielson, Wojtowicz, Neu & Associates
Name of Local Insurance Agency

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John R. Neu, Brett M. Rosenhaus, Kevin R. Wojtowicz, Daniel F. Oaks, Charles J. Nielson, Charles D. Nielson, David R. Turcios, Michael A. Gentile, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

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

State of California
County of Orange

On January 29 2015 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of January , 2017

By: Cassie J. Barrisford
Cassie J. Barrisford, Assistant Secretary

ID-1380(Rev.01/15)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-005 - FIRST READING - Approve and amend Part III, Land Development Regulations, Chapter 3, Article IV, Section 3.D use matrix notes, number 103, striking pilot program language and codifying landscape debris stockpiling use and land development regulations.

EXPLANATION OF REQUEST:
On August 18th, 2015 the City Commission adopted Ordinance No. 15-019 amending the land development regulations allowing stockpiling of commercial landscape debris as a conditional use in the M1 zoning district provided certain conditions necessary for assuring the health, safety and welfare of the public are met.

The ordinance and the right to conduct commercial landscaping debris stockpiling in the M1 zoning district is an eighteen month pilot program and is scheduled to sunset unless extended by a subsequent ordinance of the City. The pilot program is currently set to sunset on February 15th, 2017.

Prior to adoption of Ordinance No. 15-019 the City had no provisions for the storage of any waste matter within the City, and instead, all waste collected is typically delivered to a transfer station outside the City which is operated by the Palm Beach County Solid Waste Authority. The subject regulations allow the temporary storage of vegetative matter as a conditional use within the City's M-1 Zoning District, conditioned upon meeting specified site and operational requirements. Sources of the standards included, in part, the County or State Health Unit, example regulations from another jurisdiction, and the City's Fire Marshall.

The City Commission at the time of adoption of the pilot program embraced the pre-existing activity of the local and established landscape business as a sustainable and environmentally-wise practice. The City learned this business has been using its vegetative waste collected as part of its landscape services to contribute to a cooperative engaged in processing Biomass and Biochar which is used, in part, as a natural soil enhancer.

Since the implementation of the pilot program the City has issued one BTR/COU for landscape debris stockpiling. That license was issued to Mignano Treecare, Inc. which stockpiles the landscape debris at 301 SE 10th Avenue. Several compliance inspections have been conducted by City staff over the duration of the pilot program. Violations were observed and noted on 3/14/16 and again on 9/6/2016. Upon notification of the violations Mignano Treecare, Inc. corrected all violations within the stipulated time.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
There will be no affect to City programs or services.

FISCAL IMPACT: Budgeted
As part of the Business Tax Receipt/Certificate of Occupancy & Use the City collects $212.07 dollars annual.

ALTERNATIVES:
1. Continue and extend landscape debris stockpiling pilot program one additional year.
2. Do not codify the landscape debris stockpiling regulations and allow the pilot program to sunset on February 15th, 2017.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance removing pilot program language from landscape debris stockpiling
🗋	Attachment	draft language revisions
🗋	Ordinance	Ordinance No. 15-019

REVIEWERS:

Department	Reviewer	Action	Date
Development	Mack, Andrew	Approved	1/24/2017 - 8:16 AM
Finance	Howard, Tim	Approved	1/24/2017 - 10:49 AM
Legal	Swanson, Lynn	Approved	1/27/2017 - 10:48 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:14 PM

ORDINANCE 17-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING AN AMENDMENT TO PART III, LAND DEVELOPMENT REGULATIONS, CHAPTER 3, ARTICLE IV, SECTION 3D, USE MATRIX NOTES, NUMBER 103, STRIKING PILOT PROGRAM LANGUAGE AND CODIFYING LANDSCAPE DEBRIS STOCKPILING USE AND LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICT, SEVERABILITY, INCLUSION; AND EFFECTIVE DATE.

WHEREAS, on August 18, 2015 the City Commission adopted Ordinance 15-019 determining that the stockpiling of commercial landscape debris is a proper conditional use of property in the M-1 zoning district provided certain conditions necessary for assuring the health safety and welfare of the public are met; and

WHEREAS, the pilot program created by Ordinance 15-019 is set to sunset on February 15, 2017; and

WHEREAS, since the implementation of the pilot program the City has issued one BTR/COU for landscape debris stockpiling and after several compliance inspections were conducted, all violations were corrected within the stipulated time; and

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission.

Section 2. That Part III, "Land Development Regulations", Chapter 3, “Zoning”, Article IV, Section 3.D. Zoning Matrix and Note #103 is hereby amended as follows:

103. Landscape Debris Stockpiling.

a. The commercial stockpiling of landscaping debris is allowed as a conditional use in the M-1 zoning district subject to the following conditions:

1) Prior to commencing the operation of a landscaping debris storage site, a property owner must first obtain a Business Tax Receipt and Certificate of Use from the city.

2) A site plan notated to show operational components of the storage facility (i.e. access, storage area, setback, etc).

3) No stockpiling of landscaping debris shall be permitted on properties of less than 0.5 acres.

4) A minimum 20-foot wide stabilized all weather access road around the perimeter of the stockpile.

5) All stored landscaping debris shall be setback at least 30 feet from any residential property line and 25 feet from all other property lines.

6) All storm water drainage shall be maintained on the site by appropriate infrastructure and improvements as approved by the City Engineer or his or her designees.

7) No chipping of stockpiled debris is permitted on the site.

8) The perimeter of a storage site shall be screened with a wall or fence that obstructs the view of the storage area from adjacent properties, except where such use abuts a residential zoning district screening shall also include landscape elements that meet the intent of the Landscape Barrier as defined in Chapter 4, Article II of the Land Development Regulations.

9) The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m. or as established during the conditional use approval process.

10) Access to operations shall be only from a public right-of-way. In no case, shall a delivery or removal of the stored landscaping debris utilize a private road or alley serving residential uses for access.

11) The delivery, removal and storage shall utilize dust control measures.

12) Debris piles shall not be placed on surfaces intended or designed for open space, or for parking or vehicle circulation.

13) Storage areas shall include fire protection monitoring, alert and suppression systems as approved by the City Fire Marshal. The following are minimum requirements which must be demonstrated to obtain Fire Marshal approval:

a) No pile shall be higher than 12 feet. During any declared drought the height shall be limited to six feet.

b) All piles shall be covered with a "breathable blanket" or site provided with a sprinkler system approved by the City Fire Marshal.

c) All piles shall be secured behind a fence or other approved barrier that will be locked at all times when not in use.

d) Because of the health hazards from the rotting vegetation and the vermin that may live there and the fire hazard these piles shall be a minimum of 25 feet from any commercial building and 40 feet from any residence.

e) A working garden hose shall be at the ready at all times to put out small spot fires.

f) Each pile shall be churned at least once per week and so noted on a roster to be maintained onsite and made available to a Fire Department representative on request.

~~b. Properties that have been used for Commercial Landscape Debris Stockpiling for at least 36 months at the time of adoption of this ordinance may continue that use provided the property owner complies, as a condition of continued use with all requirements of Note 103 except that conditional use approval must be received no later than 12 months of adoption of Ord. No. 15-019 as condition precedent to continued use. No BTR may be annually renewed if the owner of the property is not in compliance with all conditions of this Note 103.~~

~~c. These provisions shall be in effect for 18 months as a pilot program and shall sunset unless extended or made a permanent part of these regulations by a subsequent ordinance of the city.~~

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

Section 4. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. It is the intention of the City Commission of the City of Boynton Beach, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Boynton Beach Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall be effective immediately after adoption by the City Commission.

FIRST READING this ___ day of _____, 2017.

SECOND AND FINAL READING ADOPTED this ___ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

103. Landscape Debris Stockpiling.

a. The commercial stockpiling of landscaping debris is allowed as a conditional use in the M-1 zoning district subject to the following conditions:

1) Prior to commencing the operation of a landscaping debris storage site, a property owner must first obtain a Business Tax Receipt and Certificate of Use from the city.

2) A site plan notated to show operational components of the storage facility (i.e. access, storage area, setback, etc).

3) No stockpiling of landscaping debris shall be permitted on properties of less than 0.5 acres.

4) A minimum 20-foot wide stabilized all weather access road around the perimeter of the stockpile.

5) All stored landscaping debris shall be setback at least 30 feet from any residential property line and 25 feet from all other property lines.

6) All storm water drainage shall be maintained on the site by appropriate infrastructure and improvements as approved by the City Engineer or his or her designees.

7) No chipping of stockpiled debris is permitted on the site.

8) The perimeter of a storage site shall be screened with a wall or fence that obstructs the view of the storage area from adjacent properties, except where such use abuts a residential zoning district screening shall also include landscape elements that meet the intent of the Landscape Barrier as defined in Chapter 4, Article II of the Land Development Regulations.

9) The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m. or as established during the conditional use approval process.

10) Access to operations shall be only from a public right-of-way. In no case, shall a delivery or removal of the stored landscaping debris utilize a private road or alley serving residential uses for access.

11) The delivery, removal and storage shall utilize dust control measures.

12) Debris piles shall not be placed on surfaces intended or designed for open space, or for parking or vehicle circulation.

13) Storage areas shall include fire protection monitoring, alert and suppression systems as approved by the City Fire Marshal. The following are minimum requirements which must be demonstrated to obtain Fire Marshal approval:

a) No pile shall be higher than 12 feet. During any declared drought the height shall be limited to six feet.

b) All piles shall be covered with a “breathable blanket” or site provided with a sprinkler system approved by the City Fire Marshal.

c) All piles shall be secured behind a fence or other approved barrier that will be locked at all times when not in use.

d) Because of the health hazards from the rotting vegetation and the vermin that may live there and the fire hazard these piles shall be a minimum of 25 feet from any commercial building and 40 feet from any residence.

e) A working garden hose shall be at the ready at all times to put out small spot fires.

f) Each pile shall be churned at least once per week and so noted on a roster to be maintained onsite and made available to a Fire Department representative on request.

~~b. Properties that have been used for Commercial Landscape Debris Stockpiling for at least 36 months at the time of adoption of this ordinance may continue that use provided the property owner complies, as a condition of continued use with all requirements of Note 103 except that conditional use approval must be received no later than 12 months of adoption of Ord. No. 15-019 as condition precedent to continued use. No BTR may be annually renewed if the owner of the property is not in compliance with all conditions of this Note 103.~~

~~c. These provisions shall be in effect for 18 months as a pilot program and shall sunset unless extended or made a permanent part of these regulations by a subsequent ordinance of the city.~~

ORDINANCE 15-019[1]

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AUTHORIZING LANDSCAPING DEBRIS STOCKPILING IN THE M-1 ZONING DISTRICT BY AMENDING THE LAND DEVELOPMENT REGULATIONS, CHAPTER 1, ARTICLE II, TO ESTABLISH A NEW USE AND CORRESPONDING DEFINITION; AMENDING CHAPTER 3, ARTICLE IV, SECTION 3.D, "USE MATRIX" TO DESIGNATE LANDSCAPING DEBRIS STOCKPILING AS A CONDITIONAL USE IN THE M-1 ZONING DISTRICT; AMENDING CHAPTER 3, ARTICLE IV. MATRIX NOTES TO ADOPT A NEW NOTE 103 SETTING FORTH MINIMUM SITE AND OPERATIONAL CONDITIONS OF OPERATION OF A STOCKPILING SITE; PROVIDING FOR CONFLICT, SEVERABILITY, INCLUSION; AND EFFECTIVE DATE.

WHEREAS, the City Commission has determined that the stockpiling of commercial landscape debris is a proper conditional use of property in the M-1 zoning district provided certain conditions necessary for assuring the health safety and welfare of the public as hereafter set forth are met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission.

Section 2. That Part III, "Land Development Regulations", Chapter 1, "General Administration", Article II, "Definitions" is hereby amended as follows:

Definitions (LDR, Chapter 1, Art II)

LANDSCAPE DEBRIS STOCKPILING – The temporary storage of vegetative debris such as grass, tree or shrub branches or stumps, or other common landscaping materials generated and/or collected by commercial landscaping maintenance services for use in recycling processes involving energy production, soil enhancements or mulch for example.

[1] Ordinance amended on second reading. Revisions shown in legislative format.

Section 3. That Part III, "Land Development Regulations", Chapter 3, "Zoning", Article IV, Section 3.D. Zoning Matrix and Notes is hereby amended to create the new use and establish the corresponding approval, site, operational requirements and sunsetting provisions within the new Note #103~~1~~, to be codified as follows:

(See Exhibit "A")

103 Landscape Debris Stockpiling

a. The commercial stockpiling of landscaping debris is allowed as a conditional use in the M-1 zoning district subject to the following conditions:

1) Prior to commencing the operation of a landscaping debris storage site, a property owner must first obtain a Business Tax Receipt and Certificate of Use from the City.
2) A site plan notated to show operational components of the storage facility (i.e. access, storage area, setback, etc).
3) No stockpiling of landscaping debris shall be permitted on properties of less than **0.5** acres.
4) A minimum twenty foot wide stabilized all weather access road around the perimeter of the stockpile.
5) All stored landscaping debris shall be setback at least **30** feet from any residential property line and **25** feet from all other property lines.
6) All storm water drainage shall be maintained on the site by appropriate infrastructure and improvements as approved by the City Engineer or his/her designees.
7) No chipping of stockpiled debris is permitted on the site.
8) The perimeter of a storage site shall be screened with a wall or fence that obstructs the view of the storage area from adjacent properties, except where such use abuts a residential zoning district screening shall also include landscape elements that meet the intent of the Landscape Barrier as defined in Chapter 4, Article II of the Land Development Regulations.
9) The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m. or as established during the conditional use approval process.
10) Access to operations shall be only from a public right-of-way. In no case, shall a delivery or removal of the stored landscaping debris utilize a private road or alley serving residential uses for access.
11) The delivery, removal and storage shall utilize dust control measures.

12) Debris piles shall not be placed on surfaces intended or designed for open space, or for parking or vehicle circulation.

~~12)~~13) Storage areas shall include fire protection monitoring, alert and suppression systems as approved by the City Fire Marshall. The following are minimum requirements which must be demonstrated to obtain Fire Marshall approval:

a) No pile shall be higher than 12 feet. During any declared drought the height shall be limited to 6 feet.
b) All piles shall be covered with a "breathable blanket" or site provided with a sprinkler system approved by the City's Fire Marshall.
c) All piles shall be secured behind a fence or other approved barrier that will be locked at all times when not in use.
d) Because of the health hazards from the rotting vegetation and the vermin that may live there and the fire hazard these piles shall be a minimum of 25 feet from any commercial building and 40 feet from any residence.
e) A working garden hose shall be at the ready at all times to put out small spot fires.
f) Each pile shall be churned at least once per week and so noted on a roster to be maintained onsite and made available to a fire department representative on request.

b. Properties that have been used for Commercial Landscape Debris ~~s~~Stockpiling for at least 36 months at the time of adoption of this ordinance may continue that use provided the property owner complies, as a condition of continued use~~,~~ with all requirements of Note 103 except that ~~Sections 1, 2,4, 5, 6, 7, 8, 9, 10, and 11, a-g of this ordinance. C~~conditional use approval must be received no later than 12 months of adoption of this ordinance as condition precedent to continued use. No BTR may be annually renewed if the owner of the property is not in compliance with all conditions of this ordinance.

c. These provisions shall be in effect for 18 months as a pilot program and shall sunset unless extended or made a permanent part of these regulations by a subsequent ordinance of the City.

Section 4. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. It is the intention of the City Commission of the City of Boynton Beach, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Boynton Beach Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. This Ordinance shall be effective immediately after adoption by the City Commission. This ordinance and the right to conduct commercial landscaping debris stockpiling in the M-1 zoning district is an 18-month pilot program and will sunset unless extended by a subsequent ordinance of the City. No property owner will have a vested or grandfathered right to continued operation of a commercial landscaping debris stockpiling site after the sunset date of this ordinance.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

FIRST READING this 4 day of August 2015.

SECOND AND FINAL READING ADOPTED this 18 day of Aug., 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	✓	
Vice Mayor – Joe Casello	✓	
Commissioner – David T. Merker	✓	
Commissioner – Mack McCray	✓	
Commissioner – Michael M. Fitzpatrick	✓	
VOTE	5-0	

ATTEST:

Janet M. Prainito

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Accept the FY2015/2016 ADA Annual Update.

EXPLANATION OF REQUEST:
On July 21, 2015, City Commission reaffirmed that the City of Boynton Beach would continue to work towards full compliance with the Americans with Disabilities Act (ADA) through a proclamation celebrating the 25th Anniversary of the Americans with Disabilities Act being signed into law. This report documents the progress made in FY2015/2016.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Full compliance with the Americans with Disabilities Act will afford people with disabilities access to City programs and services that have faced barriers in the past. Residents and visitors who are blind or have vision loss, who are Deaf or are hard of hearing, who have mobility difficulties or who have intellectual, cognitive or developmental disabilities will be able to fully access the many services and programs the City has to offer. This effort goes beyond the business, social and recreational aspects of services to include essential emergency response procedures and improved communication with law enforcement and first responders. This annual update includes the steps taken to move toward full compliance with the Americans with Disabilities Act.

FISCAL IMPACT:
N/A

ALTERNATIVES: Not accept the ADA Annual Update.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Staff Report	FY2015/2016 ADA Annual Update

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	LaVerriere, Lori	Approved	1/10/2017 - 8:28 AM
Finance	Howard, Tim	Approved	1/20/2017 - 8:21 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:12 PM

City of Boynton Beach

FY2015/2016

ADA Annual Update

February 7, 2017

FY2015/2016 ADA Annual Update

On July 21, 2015, City Commission reaffirmed that the City of Boynton Beach would continue to works towards full compliance with the Americans with Disabilities Act (ADA) through a proclamation celebrating the 25th Anniversary of the Americans with Disabilities Act being signed into law. This report documents the progress made in FY2015/2016.

In June 2015, the City Manager appointed Debbie Majors as ADA Coordinator. There were 11 tasks assigned for the 2015/2016 fiscal year:

1. Establish an Office of Accessibility for the public and employees to access resources and information.
2. Evaluate Facility Compliance - track architectural barriers modification based on the Self-Evaluation and Transition Plan to address architectural barriers in the City, with Public Works Director and staff.
3. Connect the Capital Improvement Program with the ADA Transition Plan to ensure that all barriers are included with funding sources, as identified.
4. Review Employment Policies – Interviews, on-boarding process, quarterly new hire orientation and requests for accommodation with Human Resources Director & staff.
5. Establish Funding Mechanisms to support education & improvements in communication, programs & services to the public and employees with disabilities.
6. Review and Plan for Website/Technology Accessibility Compliance.
7. Prepare and/or Modify Policies & Procedures.
8. Review Police Department Policies and Emergency Management Plan for inclusion.
9. Acquire Resources – employee contacts, service organization contacts, community partners.
10. Establish an ADA Committee & Conduct Public Outreach.
11. Develop City-wide ADA Training Program for Employees.

Great progress has been made this initial year. Details are as follows:

1. ***Establish an Office of Accessibility for the public and employees to access resources and information.***

   On March 16, 2016, the City Commission approved and adopted the ADA Self-Evaluation and Transition Plan for Access to Programs, Services and Activities. Each department participated in a self-evaluation of current practices and departmental policies, led by ADAAG Consulting Services, LLC. Individual meetings were held; Americans with Disabilities Act requirements and best practices were shared, which were incorporated

into the Transition Plan for Access to Programs, Services and Activities in the City of Boynton Beach.

A *Notice Under the Americans with Disabilities Act,* as required by the United States Department of Justice, has been posted at all City facilities. This notice provides information on how to request assistance under the ADA and who to contact at the City.

In addition, the Intranet for City employees now includes an ADA folder for employees to readily access ADA information & forms. The ADA Coordinator's office is located in City Hall, 1st floor, West Wing.

2. ***Facility Compliance Evaluation - track architectural barriers modification Public Works Director and staff.***
   All capital projects in year one of the ADA Transition Plan to address architectural barriers, have been reviewed and addressed (see attached spreadsheet). This is monitored and updated quarterly by Public Works staff and reviewed in Capital Improvement Program meetings.

3. ***Connect the Capital Improvement Program with the ADA Transition Plan to ensure that all barriers are included with funding sources, as identified.***
   All of the capital projects identified in the ADA Self-Evaluation and Transition Plan for the removal of architectural barriers have been incorporated in the Capital Improvements Program between FY2015/2016 through 2025/2026. Capital projects are included in the annual budget review for approval by the City Commission.

4. ***Review Employment Policies – Interviews, new hire orientation, Quarterly Orientation and requests for accommodation with Human Resources Director & staff.***
   Policies have been reviewed & updated; ADA overview has been incorporated into the onboarding process & quarterly New Hire Orientation. Human Resources use the Job Accommodation Network (JAN) as a resource for ADA compliance regarding employee related matters.

5. ***Establish Funding Mechanisms to help fund education and improvements in communication, programs & services to the public and employees.***
   ADA Coordinator reviewed best practices across the state and country, and worked with the Police Department & Finance Director to receive City Commission approval to amend Ordinance No. 15-029 regarding Disabled Parking Space Violations. The amendment enables the City to use two-thirds of the $250.00 parking fine, to improve

accessibility and equal opportunity to qualified physically disabled persons in the City and to conduct public awareness programs concerning physically disabled persons as allowed in sections 316.1955, 320.0848, 316.1958, and 316.18 Florida Statutes. A separate fund has been designated and can be used for expenditures, as allowed by the Florida Statutes.

6. ***Review and Plan for Website/Technology Accessibility Compliance***

The City's Communications Manager, Web Design Coordinator and ADA Coordinator are working together to make the City's new website more accessible. Resources include:

- www.access-board.gov, the website of the Architectural and Transportation Barriers Compliance Board (known as "the Access Board"), which establishes the standards used by the federal government to ensure that it's electronic and information technology is accessible to people with disabilities;
- www.section508.gov, the website of the Federal Information Technology Accessibility Initiative;

We expect that by July 2017, phase I of the website will include several updates to reflect ADA requirements.

Other technology the City is considering using is Video Remote Interpreting (VRI). This technology is easily downloaded as an application on an Apple or Android tablet or phone and can be used for three way communication, similar to facetime, with an interpreter for American Sign Language (ASL) and over 200 other foreign languages. VRI has been successfully tested in our Police Department vehicles and at City facilities. Unfortunately, the application is not compatible with our Fire Department Samsung 5.02 Tablet currently used for field collection of patient data. Rather than using technology, the First Responders will have a booklet that includes Emergency Medical Services vocabulary in American Sign Language, so first responders can more effectively communicate with patients that use ASL, to collect immediate information and until a live interpreter is available. First Responders will also receive training on ASL medical signs contained in the booklet by a live ASL Instructor from Deaf Services at Gulfstream Goodwill Industries.

To improve communication in the City Hall Commission Chambers, we have purchased Assistive Listening Devices. This includes a PA system with transmitter and four individual receivers, which will provide audio amplification for individuals who are hard of hearing.

7. ***Prepare and/or Modify Policies & Procedures***

The ADA Coordinator reviewed Department of Justice Settlement Agreements under *Project Civic Access*, a wide-ranging effort to ensure that counties, cities, towns, and villages comply with the ADA by eliminating physical and communication barriers that prevent people with disabilities from participating fully in community life. The Department of Justice has conducted reviews in 50 states, as well as Puerto Rico and the District of Columbia, and is posting the agreements to help additional communities come into compliance with the Act. By reviewing these settlements, we are better able to understand the actions we must take to fully comply with the Americans with Disabilities Act.

Administrative Policy 01.02.15 Americans with Disabilities Act has been developed and included in the Administrative Policy Manual. In addition, many of the City of Boynton Beach policies and procedures have been reviewed to ensure that we are in compliance.

The Police Department has incorporated a *Communication Card* and portions of a Columbia, South Carolina policy regarding effective communication with people who are deaf or hard of hearing. The card includes basic signs to help officers communicate with someone who does not speak English or who uses ASL. Communication cards have been laminated and are kept in each police vehicle for the officer, as needed.

The Recreation & Parks Department has modified their registration policy to provide early Summer Camp registration (to better access requests for modification and hire counselors with special needs backgrounds) and created several inclusion opportunities for children to participate in recreation programs.

The television set in the lobby of the West Wing has been programmed to have closed captioning for the public.

The Links at Boynton Beach golf course staff has created brochures in large print for individuals with low vision. They have also created visual supports on “how to purchase a round of golf”, in response to training on Autism from the Center for Autism and Related Disabilities (C.A.R.D.) at Florida Atlantic University. The Library, Recreation & Parks, Development and other departments are also preparing visual supports for their service areas.

8. ***Acquire Resources – employee contacts, service organization contacts, community partners***

   The ADA Coordinator has developed a list of city employees, who serve as a point of contact in their department, to share information and work with on accommodations requested by the public. In addition, a Community Resource List has been created, with contacts to foundations, fraternal organizations and organizations in Palm Beach County who serve individuals with disabilities. Others have joined in as community partners to help raise awareness and educate the public on needs in the Boynton Beach area (ex. the Boynton Beach Kiwanis, Palm Beach County Association of the Deaf, etc.) This list is posted on the City Share Drive for all employees to access.

   Two agencies from the Community Resource List were introduced to staff at the 2016 Employee Wellness & Benefits Fair – Deaf Services at Gulfstream Goodwill and the Lighthouse for the Blind of the Palm Beaches, giving employees a glimpse of their services and programs. In addition, the City has contracted with American Sign Language interpreters. The ADA Coordinator has strengthened our partnerships with state agencies and regularly participates in networking opportunities throughout the state.

9. ***Police & Emergency Management***

   Training for police and emergency management personnel is on-going. Policies and procedures from municipalities and counties who have undergone a Project Civic Access review, from the U.S. Department of Justice for ADA compliance, are shared with City Police & Fire Chiefs for review against current policies and procedures. New resources have been provided, including communication cards, auxiliary aids, sample policy statements, etc. to assist with full compliance.

10. ***Establish an ADA Committee & Conduct Public Outreach***

    An outcome of the ADA Self-Evaluation & Transition Plan was to create opportunities for individuals with disabilities (and agencies that serve them) to have input in our compliance process, planning and evaluating. Inclusion Support Team (ADA Committee) was created to assist the ADA Coordinator and the City in the following ways:

    - Establish a network of members of the community that have disabilities, resources and activities available for the community that have disabilities. The same network can assist in preparing a special needs registry for emergency events.
    - Invite individuals from the committee to assist with event planning for accessibility, assist at the event, provide post event evaluation, recommendations for future, etc.

- Request and create new activities or programs for individuals with disabilities and/or the general public but with accommodations incorporated as to include anyone interested.
- Provide feedback and insight regarding accommodation requests and how they were addressed by the city as needed.
- Provide feedback on annual update to ADA transition plan.

Members include:

- The Arc of Palm Beach County
- The Center for Autism and Related Disabilities at FAU (C.A.R.D.)
- Coalition for Independent Living Options (CILO)
- Congress Middle School – Autism Resource Teacher/Parent
- Deaf Services at Gulfstream Goodwill Industries
- Gold Coast Down Syndrome Organization
- Lighthouse for the Blind of the Palm Beaches

The Inclusion Support Team met in July and has committed to support the City of Boynton Beach, as we move forward and become more inclusive and offer greater accessibility to our services, programs and activities under Title II of the ADA. The team will continue to meet quarterly.

In an effort to help our community be better prepared for the 2016 Hurricane Season, the City of Boynton Beach Emergency Operations Center Coordinator, Communications Manager, ADA Coordinator and Palm Beach County Special Needs Shelter Manager provided a Hurricane Preparedness Workshop for members of the Palm Beach County Association of the Deaf (PBCAD). Approximately 50 members attended and greatly appreciated the information presented in American Sign Language with a live interpreter, so they could fully understand and have their questions answered on the spot. This was well attended and very well received. It will likely become an annual event.

11. Develop City-wide ADA Training Program for Employees

Training has been a priority and will continue to be a focus area for the ADA Coordinator. New employees receive an overview of the Americans with Disabilities Act on their first day of employment with the City. This is reinforced at the quarterly New Hire Orientation. In addition, all employees are offered a series of trainings opportunities through the Inclusion Support Team.

The Center for Autism and Related Disabilities (CARD) provided training for 63 employees in April 2016. Staff is currently implementing best practices to support community inclusion which will earn the City the status of "Autism Friendly Business". The City will be acknowledged on Florida Atlantic University CARD website. Our City will be the first municipality to earn this distinction.

CARD also provided training to the seasonal part-time staff hired for the 2016 Summer Camp programs in the Recreation & Parks Department. This training provided strategies for inclusion of children who are on the Autism spectrum or have other developmental delays.

Deaf Services at Gulfstream Goodwill Industries provided training for 37 employees in July 2016. Understanding myths, misconceptions and the realities of hearing loss is critical to improving communication. Staff learned about Deaf Culture, American Sign Language and how to effectively use an ASL interpreter. As a result of this training and education, 45 employees have requested to participate in an *Introduction to American Sign Language* class, provided by Deaf Services, this fall.

Employee training will continue on a bi-monthly schedule. Other providers include The Lighthouse for the Blind of the Palm Beaches, Coalition for Independent Living Options (CILO), The ARC of Palm Beach County and the Gold Coast Down Syndrome Organization.

In addition to the group trainings, several other opportunities have been provided.

- 2nd Annual Independence Through Employment Conference *hosted by Florida Atlantic University CARD and Career Source Palm Beach County*
- Autism, Law Enforcement & Public Safety Recognition & Response Training *Session hosted by the Palm Beach County Sheriff's Office and Florida Atlantic University CARD*
- Jupiter High School Students in the Deaf & Hard of Hearing program made a presentation to the Boynton Beach Police Department at Roll Call to help educate the officers on how to effectively communicate with someone who is deaf or hard of hearing. A live ASL interpreter was used to facilitate communication.

Success Stories

South Tech Academy Career Exploration Internship

Partnerships between the City and organizations serving individuals with disabilities is important to educate staff, remove stigmas, and provide opportunities for individuals to try new things, and take steps towards greater independence. South Tech Academy offers a Career Opportunities and Related Education (C.O.R.E.) Transition Program which incorporates technical training in the student's chosen field on and off campus.

The City of Boynton Beach ADA Coordinator and South Tech Academy Transition Coordinator created a Career Exploration Internship opportunity last spring, for Nicholas Celino, in the field of technology. The Career Exploration Internship was created to give Nicholas insight as to how technology is used throughout the City to provide services to the public. It included an orientation to City government and a visit to the Human Resources Department, followed by an overview of the Information Technology Services (ITS) Department which included meeting with each staff person, reviewing their job description, experiencing their work environment and job duties, and getting tips and hints on how to break into the field of technology from professionals. Nicholas also visited with IT staff from the Police Department, Fire Department, and Library and took several "behind the scenes" tours of each department for a deeper look into the many uses of technology. Staff provided Nicholas with a very valuable career exploration opportunity. Following his internship with the City, he obtained a summer internship with Home Depot's technology department and is well on his way to a career in technology!

Nicholas Celino & Mayor Grant

Graduating High School Seniors Needed Hearing Aids

Through partnerships with Deaf Services at Gulfstream Goodwill Industries and the Palm Beach County School District Deaf & Hard of Hearing Resource Teacher, the City ADA Coordinator learned that graduating high school seniors, who were given hearing aids from the school district for educational purposes, were required to return their hearing aids upon graduation so they could be refurbished for another child in the school system.

How were they going to go on to college, compete for a job in an interview, or do just about anything they use to when they could communicate with the hearing world? This was not acceptable.

Garryd Yager (Senior) & Frances O'Connor (PBC School District DHH Resource Teacher)

The three partners went out into the community to help educate more people about this need. The Boynton Beach Kiwanis was eager to help. Several donations later and with the help from Ears to the Future Audiologist, all graduating seniors who needed hearing aids had them!

And the story doesn't end there; the Boynton Beach Kiwanis is holding an event this fall to help raise funds, so our students who can't afford hearing aids can still get them and pursue their dreams!

Summer Camp Inclusion

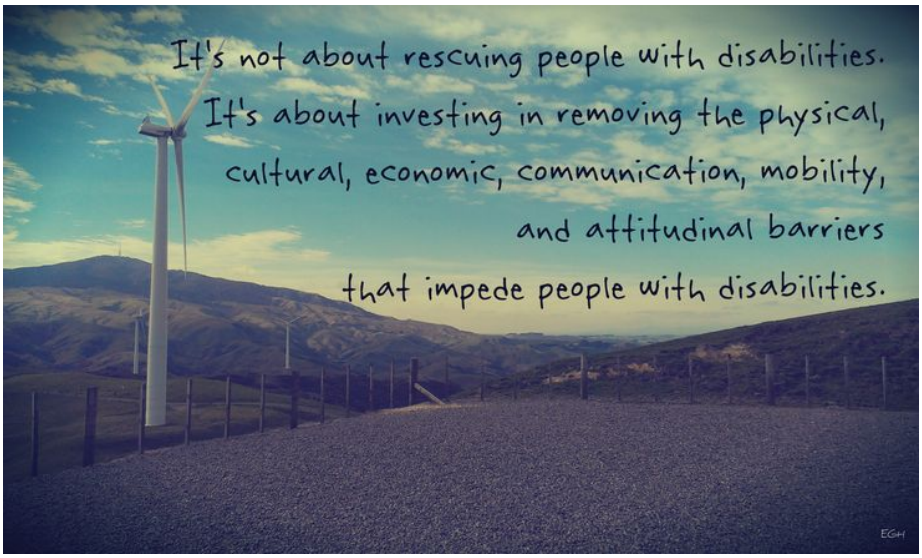
In February 2016, a mother of two (both with disabilities) registered her 6 yr. old child with autism and epilepsy, in the 2016 Summer Camp program. The little girl began camp isolated, not appearing to be comfortable around the other 24 children in the program, often staying in a corner and playing independently under the close eye of her nurse companion. She would begin her art project, take needed breaks, and return to the project and then retreat back to the corner of the room. As the weeks went by and with coaching from CARD at FAU, the camp staff, the nurse and the 6 yr. old little girl began to feel more at ease. She loved the trips to the Densen Pool; playing in the water was the highlight of her week. Medical issues limited outdoor time but when the opportunity to go to the beach and see the ocean arrived, it was just too good not to go! And she did!

On the last day of camp, the ADA Coordinator stopped by to check on her and thank the nurse for helping monitor her for seizures over the summer. What she saw was completely unexpected! As she looked around the playground at the Civic Center, it was hard to find the child. She was playing alongside the other children and completely immersed in fun with her new friends! Through inclusion and modification of the Recreation & Parks Department policies, this little girl was able to experience a typical fun-filled summer, make new friends and ride a boogie board at the beach for the first time!

Happy Campers!

The focus for FY2016/2017 is on continued education and training of City staff and partners; offering additional inclusion opportunities in recreational programs and special events; upgrading technology for ADA compliance and continuing to make capital improvements to improve access to City facilities.

One final thought…



Thank you Mayor Grant, Vice Mayor McCray, Commissioner Casello, Commissioner Katz, Commissioner Romelus, City Manager Lori LaVerriere, Assistant City Manager Tim Howard and Assistant City Manager Colin Groff, for your continued support in making our beautiful city accessible to everyone.

Debbie Majors
Grants & ADA Coordinator

Attachment: FY2015/2016 ADA Capital Improvement Project List

Project Description	Status	Project Team	Amount
Betty Thomas Neighborhood Park - Basketball Markings ADA	**Start December 2016**	**IN-HOUSE**	
Project is on the upcoming schedule for facilities staff to complete			
City Hall Complex – Amphitheatre Restroom Renovation ADA	**COMPLETED**	**IN-HOUSE**	**$822.00**
Installation of new toilets, new grab bars, adjust sinks.		**$1,000.00**	
Congress Ave Barrier Free Park – ADA	**DESIGN PHASE**	**Contractor/IN-HOUSE**	
Project is on the upcoming schedule for facilities staff to complete			
Hibiscus Park - Basketball Court Restoration and Fence ADA	**COMPLETED**	**Contractor**	**$ 18,250.00**
Constructed new parking stalls added new sidewalks for the playground and basketball courts			
Oceanfront Park – Repair picnic shelter ADA	**COMPLETED**	**Contractor**	**$ 6,000.00**
Repaired existing shelters added ADA sidewalk from the parking lot to the shelters			
Oyer Park - ADA Asphalt and picnic tables	**COMPLETED**	**Contractor**	**$ 11,860.00**
Added concrete slab for picnic tables and overlayed new asphalt on existing path.			
Palmetto Greens Linear Park – Parking Lot Sealcoat ADA	**Start November 2016**	**Contractor**	**$ 4,500.00**
Reworked ADA sidewalk from the parking lot to the restroom building			
Palmetto Greens Linear Park – Restroom Refurbishment ADA	**Start November 2016**	**Contractor**	**$ 17,500.00**
Replace/Reset existing bathroom fixtures			

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Consider staffs summary of the subject request and possible amendments to the City's Land Development Regulations, and provide direction to staff relative to the addition of zoning regulations within the LDR Chapter 3, Section 3.D (Zoning Matrix and Notes) that would allow medical offices as accessory uses to a residential development.

EXPLANATION OF REQUEST:
It is staffs understanding that the intent of this request is to allow a medical clinic as an accessory use to a residential development, and that the services of said clinic would not be open to the general public but would be limited to the residents of a given private neighborhood or development.

The City's LDR defines "Accessory Use" as follows:
A use that is customarily incidental to a principal use. Accessory uses unless otherwise provided shall be located on the same premises as the principal use.

Some examples of accessory uses from the City's Zoning Regulations include the following:

- A boat dealer, boat rental or boat storage business at a marina;
- A restaurant within an office complex;
- Boarding of pets at a grooming business or veterinarian office;
- Retail shop at a hospital; and
- The recently adopted amendment to allow vehicle sales as accessory to an auto repair shop.

Preliminarily, staff supports this task and is prepared to evaluate the City's Zoning Regulations and draft the necessary amendments to the LDR that would accommodate such accessory uses. The objective of staff for this task will be to prepare zoning regulations that define and regulate accessory uses to prevent negative impacts upon residential environments, and to ensure the business operates as intended without jeopardizing the integrity of the zoning regulations. Development standards anticipated for the draft amendments could pertain to eligible zoning districts, location, size, signage, restrictions on services, and operational aspects such as hours of operation. Staff anticipates considering the following provisions and standards:

- Limiting the eligible zoning districts to Planned Unit Development (PUD);
- Requiring conditional use approval and the case-case-review of such uses and locations;
- Restricting the location to be internal to the development and not visible to the general public;
- Signage restrictions to limit signage to the minimal pedestrian level necessary to guide residents to the use but not attract attention;
- Limit services provided to unscheduled, as-needed medical treatments for basic injuries and sicknesses which do not involve regular treatments, exams or therapy. No medications would be distributed from the premises but prescribed and exclude any Schedule II drug as defined by Florida Statute;
- Hours of operation shall be between 8 am and 6 pm;
- Office design and size shall be no greater than necessary to accommodate a total of 2 employees and one patient at one time (staff will consider an appropriate maximum size standard as part of the analysis);

If directed to pursue this task, staff recommends that draft changes be prepared for a preliminary review by the Commission in March before finalizing the regulations and placement in final form for Planning &

Development Board review and ordinance processing. Unless additional time is needed to make changes directed by the Commission during the preliminary review, the item could be forwarded to the Planning & Development Board at their March meeting and then back to the Commission in April and May.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES:
Direct staff to move forward with the task; or
Direct staff not to move forward with the task.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Development	Mack, Andrew	Approved	1/23/2017 - 10:55 AM
Assistant City Manager	Groff, Colin	Approved	1/25/2017 - 2:16 PM
Finance	Howard, Tim	Approved	1/25/2017 - 2:32 PM
Legal	Swanson, Lynn	Approved	1/25/2017 - 3:51 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:24 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve the request of Vice Mayor Mack McCray to distribute $500 of his Community Support Funds to Robert E. Wells Day.

EXPLANATION OF REQUEST: On the list of contributions Wells and his family gave to Boynton and the African American community is his work to found St. Paul's church, which is still in Boynton today and is the city's oldest church. Also, Wells was part of a group that asked the Dade County School Board to send a teacher to the area, which later helped to form the Boynton Colored School, now known as Poinciana Elementary. He platted the Wells Subdivision and helped build Wells Avenue, now known as MLK Boulevard, into a community for the residents with stores, bars and barber shops.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted Funds were included in approved FY 2016/17 Commission budget under account 001-1110-511-95-47, $2,000 per member.

ALTERNATIVES: Do not approve use of funds.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Other	Request for Community Funds - Robert E Wells Foundation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	1/31/2017 - 3:22 PM
Finance	Howard, Tim	Approved	1/31/2017 - 3:31 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:16 PM

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 1/18/17
Requested by Mayor/Commissioner: Vice Mayor McCray
Amount Requested: $ 500.00
Recipient/Payee: Bernard Wright
Description of project, program, or activity to be funded: Robert E. Wells Day Celebration by Robert E Wells Foundation

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $2000.00.

The balance of funds available for the requesting Member of the Commission is $2,000.00.

Accordingly:

- ☑ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: 1/18/2017 By: Judith A. Kyle
City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated: 1/25/2017 By:
Requesting Member of the City Commission

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve the request of Mayor Steven B. Grant to distribute $250 of his Community Support Funds to Connect2Greatness, a non-profit organization.

EXPLANATION OF REQUEST: Connect to Greatness, Inc. is a 501c3 organization formed specifically to expose alternate and promising programming options to African-American/Black boys to discover their greatness and set new expectations for themselves and their future. Our goal is to promote and nurture a shift in their thinking about themselves, their behaviors, attitudes and relationships. The organization focuses on middle school boys ages 10-14 in South Palm Beach County. We are committed to the "inside out work" of moving our boys from trailblazers to change makers.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted Funds were included in approved FY 2016/17 Commission budget under account 001-1110-511-95-47, $2,000 per member.

ALTERNATIVES: Do not allow use of funds.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Community Funds Request - Connect 2 Greatness

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	1/31/2017 - 3:21 PM
Finance	Howard, Tim	Approved	1/31/2017 - 3:31 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:15 PM

R15-055

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 1/3/17
Requested by Mayor/Commissioner: Mayor Steven B. Grant
Amount Requested: $ 250.00
Recipient/Payee: Connect 2 Greatness
Description of project, program, or activity to be funded: Connect to Greatness is A non-Profit Empowering African-American boys to become responsible, mindful men of character. The requested Funds will be used to offset advisory meeting Expenses such as space, materials and Food.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $ 2,000.00.

The balance of funds available for the requesting Member of the Commission is $ 1400.00.

Accordingly:

- ☑ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: 1/17/17 By: Judith A. Fyle
City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated: 1/17/17 By: Steven B. Grant
Requesting Member of the City Commission

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Approve the request of Mayor Steven B. Grant to distribute $300 of his Community Support Funds to NAMI of Palm Beach County, a non-profit organization.

EXPLANATION OF REQUEST:
The National Alliance on Mental Illness of Palm Beach County is an organization dedicated to providing support, education and advocacy with the goal to empower persons with mental illness and their families.

NAMI/PBC strives to be the recognized leading organization for improving the quality of life and protecting the rights and interests of those affected by mental illness in Palm Beach County. Elimination of the stigma attached to mental illness is essential to achieve the goals of empowerment, social inclusion and recovery.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted
Funds were included in approved FY 2016/17 Commission budget under account 001-1110-511-95-47, $2,000 per member.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Other	Community Fund Request - NAMI PBC

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	1/31/2017 - 3:22 PM
Finance	Howard, Tim	Approved	1/31/2017 - 3:30 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:16 PM

R15-055

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: January 20, 2017
Requested by Mayor/Commissioner: Mayor Steven B. Grant
Amount Requested: $ 250.00
Recipient/Payee: NAMI Palm Beach County
Description of project, program, or activity to be funded:

NAMI PBC would like to have a community presentation in Boynton Beach about Mental Health.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $2,000.00.

The balance of funds available for the requesting Member of the Commission is $1,150.

Accordingly:

- ☐ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: 1/25/2017 By: Judith A. Lyle
City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated: 1/25/2015 By: Steven B. Grant
Requesting Member of the City Commission

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Appoint the Recreation & Parks Advisory Board to serve as the committee that will review the proposed renaming of Boynton Village Dog Park and allow the opportunity for public input at an upcoming Advisory Board meeting.

EXPLANATION OF REQUEST:
As per Ordinance No. 06-078, a request for naming or renaming a facility shall be initiated by a request by the City Manager to the City Commission or by request by any member of the City Commission through the City Manager. Commissioner Casello has made a request to rename Boynton Village Dog Park in honor of Officer Crowder through the City Manager. The City Manager designated Recreation & Parks Director Wally Majors to review the proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding to the advisory committee. Mr. Majors reviewed the proposal and confirmed that it adhered to the stated criteria and authenticated the statements made relative to the individual. If approved, this item can be placed on the Advisory Board's agenda for their meeting on February 27.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
No affect.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Do not appoint the Recreation & Parks Advisory Board to the proposed renaming of Boynton Village Dog Park.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Ord 06-078

REVIEWERS:

Department	Reviewer	Action	Date
Recreation & Parks	Majors, Wally	Approved	1/27/2017 - 8:54 AM
Finance	Howard, Tim	Approved	1/27/2017 - 10:43 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:19 PM

ORDINANCE NO. 06-078

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, ESTABLISHING A POLICY FOR NAMING CITY FACILITIES; PROVIDING FOR THE APPOINTMENT OF A COMMITTEE TO ACT IN AN ADVISORY ROLE TO THE CITY COMMISSION ON THE NAMING OF CITY FACILITIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is advantageous to have a uniform procedure for naming City facilities; and

WHEREAS, the City Commission finds that it would be beneficial to have committee designated to evaluate suggestions and proposals for naming of City facilities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The following policy is established for naming City parks, recreation facilities, streets, and facilities, buildings and rooms in buildings:

Purpose:

The purpose of this policy is to establish a systematic and consistent approach for the official naming of streets, parks and recreational areas and other public facilities, buildings and rooms in buildings.

Objectives:

- Ensure that streets parks, recreational areas and facilities, buildings and rooms in buildings are easily identified and located.

- Ensure that given names to streets, parks, recreational areas, facilities, buildings and rooms in buildings are consistent with the values and character of the area or neighborhood served.

- Encourage public participation in the naming, renaming and dedication of streets, parks, recreation areas, facilities, buildings and rooms in buildings.

- Encourages the dedication of lands, facilities, or donations by individuals and/or groups.

- Encourages long term monetary sponsorship.

Definition:

Facilities means parks, recreation areas, streets, buildings, rooms in buildings and other facilities, or parts thereof, which operate for the benefit of the public and includes all property under the City's ownership, administration or control including buildings, structures, open spaces, public parks, natural areas, wetlands, environmental habitat and land, or parts thereof.

Criteria:

The policy of the City is to name Facilities through an adopted process utilizing established criteria emphasizing community values and character, local history, geography, environmental, civics, monetary support and service to the Boynton Beach community.

The following criteria shall be used in determining the appropriateness of the naming designation:

1. Geographic location (neighborhood, significant areas, etc.)
2. Natural features
3. A person or place of historical or cultural significance.
4. A person, group, or feature particularly identified with the land or facility
5. Commitment for monetary sponsorship

The process to name Facilities commences with a recommendation of the City Manager, Mayor or a City Commissioner that a City Facility be named or renamed.

Conditions of property donation as agreed upon by the donor and the City shall be honored regarding the naming of the Facilities subject to these adopted policies.

Names that are similar to existing Facilities in the City should not be considered in order to minimize confusion.

The City reserves the right to change the name to maintain consistency with these policies.

Procedure:

1. Naming or Renaming of Facilities

a. A request for naming of a facility shall be initiated by a request by the City Manager to the City Commission or by request of any member of the City Commission through the City Manager.

b. City staff as designated by the City Manager will review the proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding to an advisory committee of five (5) person appointed by the City Commission.

c. The advisory committee review the proposed naming or renaming and will offer the opportunity for public input on the proposed naming.

d. The advisory committee shall forward their recommendation to City Commission for final decision.

2. Renaming of Parks, Recreation Areas, Facilities, Buildings and Rooms in Buildings

Renaming of facilities carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each suggestion or request for renaming must meet the criteria in this policy, but meeting all criteria does not ensure renaming.

Section 3. Each and every other provision of the Code of Ordinances not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2006.

SECOND, FINAL READING AND PASSAGE this 17 day of OCTOBER, 2006.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jerry Taylor

Vice Mayor – Carl McKoy

Commissioner – Robert Ensler

Commissioner – Mack McCray

Commissioner – Muir C. Ferguson

ATTEST:

Janet M. Prairito
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Commission discussion of civil citation for small quantity marijuana possession.

EXPLANATION OF REQUEST:
In December 2015 Palm Beach County enacted the Palm Beach County Civil Citation for Small Quantity Marijuana Possession Ordinance. The County Ordinance is "applicable in the unincorporated areas of Palm Beach County, Florida in in all municipalities within Palm Beach County that elect to have the County Ordinance apply within their respective jurisdictions".

The County Ordinance makes possession of small amounts of marijuana and/or marijuana drug paraphernalia a civil infraction. A more detailed summary of the County Ordinance is contained in the County's December 15, 2015 Agenda Item Summary attached. The County's findings to justify the Ordinance are set forth on page 1 of the County Ordinance which is also attached.

The County Ordinance decriminalizes the possession of small quantities of marijuana and drug paraphernalia. More specifically:

- Possession, by a person eighteen (18) years of age or older, of marijuana in an amount of twenty (20) grams or less, as set forth in F.S. § 893.13(6)(d), as such may be amended from time to time; and
- Possession, by a person eighteen (18) years of age or older, of marijuana drug paraphernalia.

In such cases, a Law Enforcement Officer, in lieu of making an arrest, may issue a civil citation. No person may receive more than two (2) civil citations. The County Ordinance provides:

- A person who is issued a civil citation pursuant to this article shall be subject to a civil fine of one hundred dollars ($100.00) plus court costs.
- In lieu of paying the one hundred dollar ($100.00) fine, a person may elect to participate in ten (10) hours of community service at a community service agency.

The City has several options:

1. Opt in to the County Ordinance.
2. Adopt a similar decriminalization City Ordinance.
3. Take no action.

As reported in the Marijuana Policy Project local governments have taken decriminalization:

- In June 2015, Miami-Dade County commissioners, by a 10-3 vote, passed an ordinance that gives police the option not to arrest those caught with less than 20 grams of marijuana. Instead, an officer might write a civil citation resulting in a $100 fine. The ordinance went into effect July 10, making Miami-Dade the first county to explore decriminalization.
- In July 2015, Miami Beach unanimously passed a similar ordinance, also applying to less than 20 grams of marijuana and also resulting in a discretionary $100 civil fine.
- Then, in early August, Broward County's Hallandale Beach followed suit: Effective September 19, 2015,

possession of 20 grams or less can result in only a $100 fine.

- Later in August, Key West commissioners voted unanimously to give police the option of issuing $100 civil fines in lieu of making arrests for 20 grams or less of marijuana.
- West Palm Beach joined the trend in September 2015 when it approved a measure that gives police the option of $100 fines instead of arrests for 20 grams or less.
- In early November 2015, Broward County unanimously approved an ordinance giving police the option to issue $100 civil fines rather than arrests for those caught with 20 grams or less. Fines would be $250 for second offenses and $500 for third offenses. An ordinance much like Broward County's was passed by its city of Wilton Manors,near Ft. Lauderdale, in late November.
- In December 2015, the Palm Beach County commissioners voted 4-1 to give police the option to issue a $100 civil fine for possession of up to 20 grams of marijuana.
- In March 2016, Volusia County, which includes Daytona Beach, became the first county in central Florida to join the trend when the council unanimously passed an ordinance giving officers discretion to issue $100 tickets, again for possession of up to 20 grams.
- Also in March 2016, Tampa passed an ordinance giving police the option of issuing a civil fine, rather than arresting, those caught with 20 grams or less of marijuana. The amount would increase each time, from $75 to $150 to $300 to a maximum of $450 for the fourth offense.
- In May 2016, Orlando passed an ordinance that gives police the discretion to issue $100 tickets for a first offense of possession of up to 20 grams and $200 tickets for a second offense; those who cannot afford the fines can do community service or take a drug class instead. The ordinance will take effect on October 1.
- In June 2016, Osceola County passed an ordinance that allows police to issue a $100 ticket for marijuana possession, subject to their discretion. Cities will be able to opt out of the ordinance.
- Alachua County passed a similar ordinance in August 2016, which allows a civil citation to be given in lieu of arrest. The fines are $100 for a first violation, $150 for a second citation, and $200 for a third one. Those who cannot afford to pay may elect to do community service. People may receive a maximum of three such citations, and on the third citation must be screened to determine if they need drug treatment.
- In September 2016, Port Richey passed an ordinance that allows a $155 civil citation to be issued in lieu of arrest for possession of up to 20 grams of marijuana, as long as the person is not engaged in any criminal activity at the time.

If the City were to implement a marijuana civil citation ordinance, the fines paid by violators would be coded by the County Clerk as "FINE" like all other municipal ordinance violations, and there would not be a special designation for marijuana fines. So, when the City receives its monthly remittance of fines from the County Clerk's office, the marijuana fines would be included in that lump sum and the Clerk's office does not provide a breakdown of the funds that would indicate which monies are marijuana monies.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: To be determined

ALTERNATIVES:

Based on the direction of the City Commission, the City Attorney should be directed to:

- draft an ordinance opting into to the County process, or
- draft an City ordinance decriminalizes the possession of small quantities of marijuana and drug paraphernalia, or
- take no action at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	1/31/2017 - 2:22 PM
Finance	Howard, Tim	Approved	1/31/2017 - 2:26 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:18 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Commission discussion regarding Citizen Oversight Committee

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EXPLANATION OF REQUEST:

In May 2016, Palm Beach County adopted an Ordinance call for a Countywide Referendum to impose a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Palm Beach County, as authorized by Section 212.055(2), Florida Statutes. Voters approved the plan in the November 2016 General Election. The Surtax commenced on January 1, 2017

Pursuant to the County Ordinance and the ballot language approved by the voters, City expenditures of Surtax proceeds shall be subject to independent oversight by citizen committees. The County Ordinance further provides that each City must participate in a citizen oversight committee.

The County Ordinance provides:

Sec. 17-494. - Citizen oversight.

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees ("Committee" or collectively "Committees") to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) Each Committee shall have the responsibility to review the expenditure of Surtax proceeds by the entity which created it.

(d) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall provide an annual report to the governing board of the entity which created it.

(e) Committee members shall receive no compensation for the performance of their duties.

(f) The Committees, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, F.S. Ch. 286, Florida Statutes, the Florida Public Records Law, F.S. Ch. 119, and the Florida Ethics Code, F.S. Ch. 112, and all other applicable local or state statutes, ordinances, or rules.

The City has the choice of either:

- creating its own oversight committee or
- participating in an oversight created by the Palm Beach County League of Cities.

A City committee will require adoption of an Resolution. The resolution should include:

- the number of committee members
- the minimum qualifications of the committee members
- the method of appointment (by Commission or by the City Manager)
- the specific duties of the committee
- the process for removal of a committee member
- the scope of the committee's responsibilities.

By way of example, attached is the Palm Beach County League of Cities draft resolution and two examples

from other Palm Beach County municipalities that formed their own committee.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:
Currently anticipated to be minimal, mainly staff time.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	City of West Palm Beach Resolution on Citizen Oversight Committee
Attachment	Royal Palm Beach Resolution on Citizen Oversight Committee
Attachment	Palm Beach County League of Cities Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	2/1/2017 - 11:21 AM
Finance	Howard, Tim	Approved	2/1/2017 - 12:09 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:27 PM

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, ESTABLISHING THE CITY OF WEST PALM BEACH SALES SURTAX ADVISORY COMMITTEE; PROVIDING THE DUTIES, COMPOSITION, TERMS, PROCEDURES AND QUALIFICATIONS OF THE COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

****

WHEREAS, as authorized by Section 212.055, Florida Statutes (2015) and pursuant to Section 17-492 of the Palm Beach County Code of Ordinances, the county imposed a one (1) percent local government infrastructure surtax ("Surtax") upon all authorized taxable transactions occurring within the County**;** and

WHEREAS, the proceeds of the Surtax will be distributed by the Department of Revenue directly to the County, Municipalities, and the School Board, in accordance with an interlocal agreement among those entities dated May 10, 2016 (the "Interlocal"); and

WHEREAS, in accordance with the Interlocal, the city is required to create a citizen oversight committee (the "Committee") to provide for citizen review of the city's expenditure of Surtax Proceeds; and

WHEREAS, the City Commission, finding that receipt and use of surtax proceeds serves a valid public purpose, deems it in the best public interest to establish the City of West Palm Beach Sales Surtax Advisory Committee to provide for citizen review of the city's expenditure of Surtax Proceeds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, THAT:

SECTION 1: Established.

The City of West Palm Beach Sales Surtax Advisory Committee ("Sales Surtax Advisory Committee") is hereby established for the life of the Surtax imposed pursuant to Section 17-492 of the Palm Beach County Code of Ordinances and until all Surtax Proceeds are expended by the City.

SECTION 2: Duties and responsibilities.

The Sales Surtax Advisory Committee shall serve in an advisory capacity and shall review the expenditure of Sales Surtax proceeds.

SECTION 3: Composition; appointment; terms; vacancies; compensation.

(a) The Sales Surtax Advisory Committee shall be composed of five regular members appointed by the mayor for terms of two years, except that the members of the first committee to serve shall be appointed so that two members shall serve a one-year term, and three members shall serve two-year terms. Members may be removed by the Mayor when deemed by the Mayor to be in the best interest of the City.

(b) Vacancies on the Sales Surtax Advisory Committee shall be filled by appointment of the mayor in the same manner as original appointments and for the remainder of the unexpired term of the member whose position had become vacant.

(c) Members of the Sales Surtax Advisory Committee shall serve without compensation.

SECTION 4: Qualifications of members.

The Sales Surtax Advisory Committee shall consist of persons who live or work within the corporate limits of the City of West Palm Beach, Florida.

SECTION 5: Organization; officers.

(a) The Sales Surtax Advisory Committee shall elect from among its members, a chair and a vice-chair. The City will provide a person to serve as secretary. The chair shall preside at committee meetings and the vice-chair shall preside in the absence of the chair. The chair shall be the formal liaison between the Sales Surtax Advisory Committee and the city commission and the official spokesperson for the Sales Surtax Advisory Committee. The secretary shall be responsible for ensuring that meetings are noticed and meeting minutes are kept. The election of officers shall occur annually at the first meeting of each calendar year.

(b) The Sales Surtax Advisory Committee may formulate rules and regulations for the conduct of its business.

SECTION 6: Meetings; quorum.

(a) The Sales Surtax Advisory Committee shall meet monthly or as needed, the dates and time of which shall be established by its members. Special meetings may be called by the City or by the chair upon 24-hours notice. Emergency meetings may be called by the City or by the chair upon such notice as is reasonable under the circumstances.

(b) A quorum for the conduct of an official meeting shall be three members. Motions shall be passed by a majority of the members present.

(c) All meetings of the Sales Surtax Advisory Committee shall be open to the public, and the order of business shall be as determined by the committee.

(d) Voting shall be by voice vote and recorded by individual “aye” or “nay” except that if any member has a conflict of interest in a matter, that member shall abstain from participating as a member of the Sales Surtax Advisory Committee in that matter. Each member who abstains in any matter in which the member has a conflict of interest must file

a Memorandum of Voting Conflict with the City Clerk within fifteen (15) days after such vote.

SECTION 7. Compliance with laws.

The Sales Surtax Advisory Committee, its members, and all of its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, the Palm Beach County Ethics Code, Section 2-441 et seq., Palm Beach County Code of Ethics, the City of West Palm Beach Ethics Code, City of West Palm Beach Code of Ordinances, Chapter 2, Article VII and all other applicable local or state statutes, ordinances, or rules.

SECTION 8. Reports.

The Sales Surtax Advisory Committee shall submit an annual report to the Mayor and the City Commission which shall include a summary of its activities for the preceding year. The Committee shall submit such other reports as requested by the Mayor or city commission or by a majority vote of its members.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED THIS 30TH DAY OF JANUARY, 2017.

ATTEST:

X Hazeline F. Carson

CITY CLERK
Signed by: Hazeline Carson

CITY OF WEST PALM BEACH BY ITS CITY COMMISSION:

X Geraldine Muoio

PRESIDING OFFICER
Signed by: Geraldine Muoio

APPROVED AS TO FORM AND LEGALITY:

1/27/2017

X Samuel A. Thomas

CITY ATTORNEY
Signed by: SThomas

Agenda Item No. R- 2

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: Approval of Resolution No. 16-55. A Resolution of the Village Council of the Village of Royal Palm Beach, Florida, designating the Village Recreation Advisory Board as the Village Infrastructure Surtax Citizen Oversight Committee; establishing the responsibilities and duties of the Oversight Committee; establishing the procedures for the conduct of meetings and operations; establishing a sunset date; providing an effective date; and for other purposes.

ISSUE: On November 8, 2016, the voters of Palm Beach County approved a one percent (1%) local government infrastructure surtax (the "Surtax") to be utilized by Palm Beach County, the School Board of Palm Beach County, and the 39 municipalities within the County for the financing, planning, constructing, reconstructing, renovating and improving of needed infrastructure.

Pursuant to the Village's Interlocal Agreement with the County and the School Board dated May 10, 2016, regarding the distribution of Surtax proceeds, County Ordinance No. 2016-032, and the ballot language approved by the voters, the Village is required to have an independent citizen oversight committee to review Surtax expenditures. The Village may either create its own oversight committee or utilize one that is created by the Palm Beach County League of Cities, Inc. Village Staff recommends that the Village create its own citizen oversight committee.

The Village Recreation Advisory Board currently reviews and makes recommendations to the Village Council on recreation infrastructure and capital projects. Based on the Board's experience with infrastructure and capital project issues, Resolution No. 16-55 proposes to designate the Recreation Advisory Board as the Village Infrastructure Surtax Citizen Oversight Committee. The delegation of these additional duties to the Board is expressly authorized by Section 2-69 of Village Code.

RECOMMENDED ACTION:

Staff recommends a Motion to Approve Resolution No. 16-55.

Initiator:	Village Manager Approval:	Agenda Date:	Village Council Action:
Village Manager		12-15-16	

RESOLUTION NO. 16-55

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, DESIGNATING THE VILLAGE RECREATION ADVISORY BOARD AS THE VILLAGE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE; ESTABLISHING THE RESPONSIBILITIES AND DUTIES OF THE OVERSIGHT COMMITTEE; ESTABLISHING PROCEDURES FOR THE CONDUCT OF MEETINGS AND OPERATIONS; ESTABLISHING A SUNSET DATE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on May 10, 2016, Palm Beach County (the "County"), the School Board of Palm Beach County (the "School Board") and the Village of Royal Palm Beach (the "Village") entered into an Interlocal Agreement Pertaining to the Shared Distribution and Use of the One Cent Local Government Infrastructure Surtax (the "Interlocal Agreement"); and

WHEREAS, on May 17, 2016, the Board of County Commissioners of Palm Beach County (the "BCC") adopted Ordinance No. 2016-032 to impose a voter approved one percent (1%) local government infrastructure surtax (the "Surtax") to be utilized by the County, the School Board, and the municipalities within Palm Beach County for the financing, planning, constructing, reconstructing, renovating and improving of needed infrastructure; and

WHEREAS, a referendum on the Surtax was held on November 8, 2016, and the voters of Palm Beach County approved said Surtax; and

WHEREAS, the Interlocal Agreement, County Ordinance No. 2016-032 and the ballot language approved by voters in the referendum called for "independent oversight by citizen committees" to review the County, the School Board, and the municipalities' respective expenditures of Surtax proceeds; and

WHEREAS, the Interlocal Agreement and County Ordinance No. 2016-032 provide that the Village may create its own citizen oversight committee to provide advice and recommendation to the Village Council regarding the Village's expenditure of Surtax proceeds; and

WHEREAS, the Village Recreation Advisory Board currently provides advice and recommendation to the Village Council regarding planning and expenditures for various Village recreational and playground sites, and recreational capital improvements pursuant to Section 2-69 of the Village Code of Ordinances, and further is authorized under that same Code section to consider and make recommendations to the Village Council on such other issues as specifically delegated to it by the Village Council; and

WHEREAS, the Village Council believes that given the current duties of the Village Recreation Advisory Board, such Board is uniquely qualified and experienced to provide oversight regarding the Village's expenditure of Surtax proceeds for the financing, planning, constructing, reconstructing, renovating and improving of needed infrastructure within the Village; and

WHEREAS, the Village Council desires to designate the Village Recreation Advisory Board to serve as the Village Infrastructure Surtax Citizen Oversight Committee, and in that role, the Recreation Advisory Board shall be tasked with ensuring that Surtax proceeds received by the Village are expended in a manner consistent with the Florida Statutes, the Interlocal Agreement, County Ordinance No. 2016-032, and the ballot language approved by the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:

Section 1: Establishment and Purpose. The Village Council hereby designates the Village Recreation Advisory Board as the Village Infrastructure Surtax Citizen Oversight Committee (the "Committee"). The Village Council specifically delegates this additional responsibility to the Recreation Advisory Board pursuant to Section 2-69 of Village Code.

Section 2: Membership and Qualifications; Term of Appointment; Vacancy; Chair and Vice-Chair Appointments. Membership of the Committee, qualifications of Committee Members, terms of appointment, the filling of vacancies, and the selection of a Chair and Vice-Chair shall be the same as for the Recreation Advisory Board and as provided for in Sections 2-67 through 2-69 of Village Code, Resolution No. 95-06, Resolution No. 08-10, and Resolution No. 16-19.

Section 3: Responsibilities and Duties. The Committee shall act solely in an oversight and advisory capacity to the Village Council. The Committee shall prepare an annual report to the Village Council regarding:

1. Whether the Village's expenditure of Surtax proceeds for the fiscal year was consistent with the requirements of Section 212.055(2), Florida Statutes, and the ballot language approved by the voters; and

2. Whether the Village's expenditure of Surtax proceeds for the fiscal year was consistent with the Village's approved Surtax proceeds project list required by the Interlocal Agreement, or any future revisions to that list as approved and adopted by the Village Council; and

Section 4: Operations and Procedures. The Committee shall be governed by the following rules of procedure:

A. Meetings: Pursuant to Resolution No. 08-10, there shall only be five (5) required meetings of the Recreation Advisory Board within any twelve (12) month time period,

to be scheduled at regular intervals as determined by the board in accordance with Section 2-68 of Village Code. By a majority vote of those members present and voting at a meeting, the Committee may schedule additional special meetings in order to fulfill its duties and responsibilities. Additional special meetings may be scheduled so long as such meetings are coordinated with the Village Clerk's Office to avoid scheduling conflicts, and so long as there is sufficient time to publicly notice any added meetings.

All meetings and business of the Committee, and any Subcommittees, shall comply with and be subject to the requirements of the Florida Sunshine Law (Chapter 286, Florida Statutes); the Florida Public Records Law (Chapter 119, Florida Statutes), the Florida Ethics Code (Chapter 112, Florida Statutes), the Palm Beach County Ethics Code, the Palm Beach County Office of Inspector General Ordinance; and all other applicable local or state statutes, ordinances, or rules. All meetings of the Committee and any Subcommittees shall be open to the public at all times, shall be subject to public participation requirements as outlined in the Florida Statutes, and shall be conducted substantially in conformance with Roberts Rules of Order. Minutes of each meeting shall be recorded by the Secretary assigned to the Committee by the Village Clerk.

B. Quorum. A quorum shall consist of no less than four (4) members. Recommendations and decisions of the Committee shall be made by a majority vote of those present and voting.

C. Agendas: The Parks and Recreation Director, with the assistance of the Chair, shall prepare the meeting agenda and distribute the agenda to all Committee Members prior to the meeting.

D. Reports: The Committee shall compile information received from the Village on Surtax expenditures so that it is able to provide an annual report to the Village Council by December 31st of each year, or by some other date as determined by the Committee. The Committee also shall provide a final report to the Village Council prior to sun-setting and completing its operations. Village Staff shall provide support services to the Committee, as needed, in order for the Committee to carry out its duties and responsibilities.

E. Subcommittees. By majority vote of those members present and voting at a meeting, the Committee may create a subcommittee, task force, or work group to further the purposes of the Committee. Any such task force, work group, or sub-committee shall be made up of Committee members, and shall report their findings and/or recommendations back to the Committee for action.

Section 5: Compensation. Members of the Committee shall receive no compensation for the performance of their duties and responsibilities.

Section 6: Sunset Provisions. Pursuant to the Interlocal Agreement and County Ordinance No. 2016-032, the Surtax shall be in effect only through December 31, 2026. It shall "sunset" and expire thereafter, without further action by any local government. Alternatively, the Surtax shall

"sunset" in the event the total aggregate distributions of Surtax proceeds equal or exceed the amount of $2,700,000,000.00 on or before September 1 of any year during the term of the Surtax, in which event the BCC shall take all necessary action to repeal the Surtax and notify the Florida Department of Revenue prior to the applicable deadline so that the Surtax will not continue for the following calendar year. The Recreation Advisory Board shall continue to serve as the Committee for the life of the Surtax, and until all Surtax proceeds are expended by the Village. Thereafter, the Committee shall automatically sunset. No further action of the Village Council is required for the sunset to occur.

Section 7: Effective Date: This Resolution shall take effect immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this 15th day of December, 2016.

VILLAGE OF ROYAL PALM BEACH

_____
FRED PINTO, MAYOR

ATTEST: (SEAL)

_____
DIANE DISANTO, VILLAGE CLERK

RESOLUTION NO. 17-01_

A RESOLUTION OF THE PALM BEACH COUNTY LEAGUE OF CITIES, INC. ESTABLISHING THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE; ESTABLISHING THE MEMBERSHIP OF THE OVERSIGHT COMMITTEE; ESTABLISHING THE RESPONSIBILITIES AND DUTIES OF THE OVERSIGHT COMMITTEE; ESTABLISHING PROCEDURES FOR THE CONDUCT OF MEETINGS AND OPERATIONS; ESTABLISHING A SUNSET DATE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on May 17, 2016, the Board of County Commissioners of Palm Beach County (the "BCC") adopted Ordinance No. 2016-032 to impose a voter approved one percent (1%) local government infrastructure surtax (the "Surtax") to be utilized by Palm Beach County (the "County"), the School Board of Palm Beach County (the "School Board"), and the municipalities within Palm Beach County for the financing, planning, constructing, reconstructing, renovating and improving of needed infrastructure; and

WHEREAS, a referendum on the Surtax was held on November 8, 2016, and the voters of Palm Beach County approved said Surtax; and

WHEREAS, County Ordinance No. 2016-032 and the ballot language approved by voters in the referendum called for "independent oversight by citizen committees" to review the County, the School Board, and the municipalities' respective expenditures of Surtax proceeds; and

WHEREAS, County Ordinance No. 2016-032 provides that a municipality may either create its own citizen oversight committee or participate in an oversight committee created by the Palm Beach County League of Cities, Inc.; and

WHEREAS, the Palm Beach County League of Cities, Inc. (the "League") desires to establish a Citizen Oversight Committee for any of the currently existing thirty-nine (39) Municipalities within Palm Beach County wishing to participate (the "Participating Municipality"); and said Committee shall be tasked with ensuring that Surtax proceeds received by Participating Municipalities are expended in a manner consistent with the Florida Statutes, County Ordinance No. 2016-032, and the ballot language approved by the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE PALM BEACH COUNTY LEAGUE OF CITIES, INC. THAT:

Section 1: Establishment and Purpose. The League hereby establishes the Infrastructure Surtax Citizen Oversight Committee (the "Committee") pursuant to County Ordinance No. 2016-032 and the ballot language approved by the voters. Said Committee shall constitute an Ad Hoc Committee of the League pursuant to Article Ten, Section 14 of the League's Bylaws.

Section 2: Membership and Qualifications; Term of Appointment; Vacancy.

A. The Committee shall consist of five (5) regular members, and one (1) alternate member. All regular and alternate members shall have the following qualifications:

   1. A member shall be a resident of a municipality within Palm Beach County;
   2. A member shall be nominated for appointment by the governing body of a Municipal Member of the League. There shall be no limit to the number of nominations that a Municipal Member may make;
   3. A member shall not be an elected official;
   4. A member may be an employee of a municipality within Palm Beach County so long as the employing municipality is not a Participating Municipality;
   5. Special consideration shall be given to nominees for the Committee that have financial or engineering backgrounds and experience.

B. The term of all appointments to the Committee shall be for one (1) year and such appointments shall be made by the Board of Directors for the League. All regular and alternate Committee Members may be reappointed for additional one (1) year terms subject to the Board of Directors' approval.

C. All regular and alternate Committee Members shall serve at the pleasure of the Board of Directors for the League. Annually, all regular and alternate Committee Members shall be reviewed by the Board of Directors in order to evaluate the service of such appointees, and to determine reappointments. In the event a regular or alternate Committee Member fails to abide by the requirements of this Resolution, said Member shall be removed by a majority vote of the Board of Directors.

   Additionally, regular Committee Members shall be automatically removed for lack of attendance. Lack of attendance means failure to attend three (3) consecutive regularly scheduled meetings or failure to attend at least two-thirds of the regularly scheduled meetings during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Absences shall be entered into the minutes of the Committee meeting. This attendance requirement applies only to regular Committee Members. The alternate Committee Member is strongly encouraged to attend all meetings of the Committee.

D. Vacancies occurring for any reason during the term of office by a regular or alternate Committee Member shall be filled within ninety (90) days from the date of the vacancy by the Board of Directors. Vacancies occurring during the term of office shall be filled for the remainder of the term of office.

Section 3: Responsibilities and Duties. The Committee shall act solely in an oversight and advisory capacity to the governing body of each Participating Entity. The Committee shall have the following responsibilities and duties:

A. Prepare an annual report to the governing body of each Participating Municipality regarding:

   1. Whether the Participating Municipality's expenditure of Surtax proceeds for the fiscal year was consistent with the requirements of Section 212.055(2), Florida Statutes, and the ballot language approved by the voters; and

   2. Whether the Participating Municipality's expenditure of Surtax proceeds for the fiscal year was consistent with the Participating Municipality's approved Surtax proceeds project list, if any, or any future revisions to that list as approved and adopted by the governing body of each Participating Municipality; and

B. Prepare an annual report to the Board of Directors for the League providing a summary of Committee activities for the fiscal year; and a summary of findings relating to the Participating Municipalities' Surtax expenditures for the fiscal year.

Section 4: Operations and Procedures. The Committee shall be governed by the following rules of procedure:

A. Chair, Vice Chair and Secretary: During the initial meeting of the Committee (organizational), the Committee shall select a Chair, Vice Chair and Secretary from its membership to preside over and conduct meetings. The Chair, Vice Chair and Secretary shall be selected by majority vote of the Committee Members. After the first year of service, the Committee shall annually select one of its members as Chair, one of its members as Vice Chair, and one of its members as Secretary.

   In the event the Chair, Vice Chair or Secretary of the Committee is not fulfilling his or her responsibilities, the Committee, may in its own discretion, remove said Committee Member from the Chair, Vice Chair or Secretary position, and appoint a replacement for the remainder of the term.

B. Meetings: The Committee shall meet monthly, or as needed, as determined by the Committee in order to fulfill its duties and responsibilities. The League shall endeavor to schedule the first meeting of the Committee in March of 2017. During the initial (organizational) meeting of the Committee, the Committee shall, by majority vote, set a meeting schedule for the upcoming year. The Committee shall set meeting schedules for subsequent years as determined by the Committee. The meeting schedule shall include the date, time, and location of the meetings. The League shall endeavor to hold Committee meetings at host municipalities within Palm Beach County and coordinate with Committee Members regarding specific locations. Changes in the schedule may be made as necessary so long as the meetings

are rescheduled by a majority vote of the Committee Members present and voting, and there is sufficient time to publicly notice any rescheduled or added meetings.

All meetings and business of the Committee, and any Subcommittees, shall comply with and be subject to the requirements of the Florida Sunshine Law (Chapter 286, Florida Statutes); the Florida Public Records Law (Chapter 119, Florida Statutes), the Florida Ethics Code (Chapter 112, Florida Statutes), the Palm Beach County Ethics Code, the Palm Beach County Office of Inspector General Ordinance; and all other applicable local or state statutes, ordinances, or rules. All meetings of the Committee and any Subcommittees shall be open to the public at all times, shall be subject to public participation requirements as outlined in the Florida Statutes, and shall be conducted substantially in conformance with Roberts Rules of Order. Minutes of each meeting shall be recorded by the Committee Secretary.

C. Quorum. A quorum shall consist of no less than three (3) members. Recommendations and decisions of the Committee shall be made by a majority vote of those present and voting.

D. Agendas: The Executive Director for the League, with input and assistance from the Chair, shall be responsible for preparing the meeting agenda and distributing the agenda to all Committee Members prior to the meeting. The Executive Director or his designee shall endeavor to be present at all Committee meetings, and present informational updates on all matters to the Board of Directors for the League.

E. Reports: The Committee shall compile information received from each Participating Municipality on Surtax expenditures so that it is able to provide annual reports to each Participating Municipality and the Board of Directors for the League by December 31st of each year, or by some other date as determined by the Committee. The Committee also shall provide a final report to each Participating Municipality and the Board of Directors for the League prior to sun-setting and completing its operations.

F. Subcommittees. By majority vote of the Committee Members present and voting, a subcommittee, task force, or work group, may be created to further the purposes of the Committee. Any such task force, work group, or sub-committee shall be made up of Committee members, and shall report their findings and/or recommendations back to the Committee for action.

G. Staff Support: The League shall provide the Committee adequate staff and support services to enable the Committee to carry out its duties and responsibilities.

Section 5: Compensation. Members of the Committee shall receive no compensation for the performance of their duties and responsibilities.

Section 6: Sunset Provisions. Pursuant to County Ordinance No. 2016-032, the Surtax shall be in effect only through December 31, 2026. It shall "sunset" and expire thereafter,

without further action by any local government. Alternatively, the Surtax shall "sunset" in the event the total aggregate distributions of Surtax proceeds equal or exceed the amount of $2,700,000,000.00 on or before September 1 of any year during the term of the Surtax, in which event the BCC shall take all necessary action to repeal the Surtax and notify the Florida Department of Revenue prior to the applicable deadline so that the Surtax will not continue for the following calendar year. The Committee shall remain in effect for the life of the Surtax imposed pursuant to County Ordinance No. 2016-032, and until all Surtax proceeds are expended by the Participating Municipalities. Thereafter, the Committee shall automatically sunset. No further action of the Board of Directors for the League is required for the sunset to occur.

Section 7: Participating Municipalities. Any municipality within Palm Beach County may elect to have citizen oversight of Surtax expenditures conducted by the League Committee. Municipalities desiring to utilize the League Committee for oversight shall notify the League of its election to participate by January 31, 2017 for the first year of the Surtax, or may later opt-in by December 31st of each subsequent year of the Surtax. A Participating Municipality may withdraw from League Committee oversight at any time; provided, however, that said Municipality shall have established its own citizen oversight committee to ensure no gaps in oversight, and to remain compliant with County Ordinance No. 2016-032.

Section 8: Effective Date: This Resolution shall take effect immediately upon its adoption by Board of Directors for the League.

PASSED AND ADOPTED this 25th day of January, 2017.

PALM BEACH COUNTY LEAGUE OF CITIES, INC.

_____

PRESIDENT ROBERT M. W. SHALHOUB

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 17-004 - SECOND READING - Approval of ordinance limiting future burials to City residents; and request a motion to approve changes to the Cemetery and Mausoleum Rules and Regulations providing clarity, eliminating unnecessary language and deleting any reference to the Cemetery Board or Board of Governors.

EXPLANATION OF REQUEST:
Available space for burial in the City owned cemeteries is limited. The City Commission previously directed review of rules to limit cemetery use to City residents. The draft Ordinance incorporates rules commonly found which limit use to residents only.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This policy will have no effect on programs or services. The City provides the same services related to cemetery use without regard to residence.

FISCAL IMPACT:
The City currently charges $525.00 for residents and $1,125 for non-residents. Only the resident fee will be collected if the oridinance is approved.

ALTERNATIVES: Not approve the Ordinance and allow unrestricted use.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Cemetery Ordinance Revisions
🗋	Other	Revisions to Rules and Regs

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	1/11/2017 - 4:10 PM
Finance	Howard, Tim	Approved	1/12/2017 - 8:23 AM
City Manager	LaVerriere, Lori	Approved	1/12/2017 - 1:28 PM

ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 6, "CEMETERIES" OF THE CODE OF ORDINANCES, BY CREATING A NEW SECTION 6-20, "USE BY RESIDENTS"; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, City owned and operated cemeteries are near capacity and the City Commission finds it in the best interest of the City to limit future cemetery burials to City residents.

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NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, THAT:

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. That Chapter 6, is hereby amended by creating a new Section 6-20, entitled "Use by Residents", to read as follows:

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1. **Sec. 6-20. –Use by Residents.** Cemetery lots may only be purchased by current full time residents of the City for their use and that of their immediate family and their direct descendants. Immediate family means father, mother, children, spouse, domestic partners, siblings, step children, half siblings and in-laws.
2. Multiple lots may be purchased by a resident but must be contiguous and all grave sites limited to the interment of the resident and their immediate family and descendants.
3. Ownership of a lot descends through family blood lines, i.e., from parent to child or other heirs-at-law. A spouse or domestic partner of a deceased resident owner has the right to burial.

4. If the present owner desires, and the lot configuration permits, the City authorized to purchase unused graves at 80% their original cost.

5. Interpretation and application of the foregoing rules are delegated to the City Manager.

6. **Exceptions to residency rule:**

A. Any person who maintained full time residency in the City for at least ten (10) years but has moved away.

B. Any Military Veteran.

C. Any former Mayor or City Commissioner.

Section 3. Each and every other provision of Chapter 6, of the Code of Ordinances of the City of Boynton Beach not herein specifically amended shall remain in full force and effect as previously enacted.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately upon passage.

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FIRST READING this ____ day of _____, 2017.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

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_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

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NOTICE TO LOT OWNERS IN BOYNTON BEACH MUNICIPAL CEMETERIES
Rules and Regulations – Revised as of R12-032 (4/17/12)

GENERAL

1. Lot owners shall not allow interments to be made in their lots for remuneration; nor shall any transfer, assignment, or conveyance of any lot or any interest therein be valid without the consent in writing of the City of Boynton Beach and same endorsed upon such transfer, assignment or conveyance. No transfer, assignment, or conveyance of a lot can be made after an actual interment in it, except with the consent of the City of Boynton Beach after the body is lawfully removed therefrom. No disinterment shall be allowed except by the consent of the City Manager and upon written request of the owner or owners of the lot and in every case shall only be made by the proper authorities.

   (NOTE: Authorized disinterment and shipment of body may be made only by a licensed funeral director licensed in Florida to another licensed funeral director at final disposition.) City disinterment forms shall accompany all disinterments.)

2. The City of Boynton Beach is reluctant to interfere with the tastes of individuals in regard to the style of their improvements at the cemetery; but in the interest of the whole and all cemetery lot owners, it reserves to itself the right of preventing or removing any erection, enclosure, monument, inscription, tree or shrub which is inconsistent with the purpose of these rules and which the City considers injurious to the grounds. Under no circumstances will lots be allowed to have on them growing or live plants, trees, or bushes directly planted in the ground and such will be removed by City employees.

3. In addition to the grave marker, there will be a limit of three items placed on a grave site. In general, these three items can be those chosen by the owner, but must be able to be moved with one hand and flowers must be in a container that has a solid base not to exceed 18 inches in height so that it will easily stand erect or in a container with a point on the bottom that is easily stuck into the ground.

   These items must be tastefully placed at gravesites. No glass vases or figurines will be permitted. Employees will, for cemetery maintenance purposes, move and replace these items with care, but the City does not accept responsibility for replacing broken items unless there is a clear negligence on the part of the City employees.

   (NOTE: City employees may remove any item placed on a gravesite that becomes untidy or unsightly to the appearance of the Cemetery.)

4. -Lot enclosures of any kind are prohibited. No mounds are permitted over graves. The grade of all lots will be determined by the City Manager.

5. No person shall be allowed to perform any modification or installation of a monument or marker on a lot without authorization from the City. No marker shall be accepted by the City without prior authorization of the City.

6. All excavations shall be made by the City, unless otherwise approved by the City. Installation of markers must be approved by the City.

7. The length and width of the marker can vary depending on the size of the plot. If the marker is to be

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installed on a single plot, the marker cannot exceed 2'-6" wide by 9' in length. If the marker is to be installed on a double plot, the marker cannot exceed 5' wide by 9' in length. The thickness of the marker must be a minimum of 4" thick and made of solid marble, granite or, if the marker is made of bronze, it must have a 4" minimum solid base made of marble, granite or concrete and be properly attached to the bronze marker.

Markers cannot be constructed of separate pieces of material laminated, glued or attached in any manner with the exception of bronze markers which require a minimum 4" base made of marble, granite or concrete.

8. All temporary grave markers will be allowed for a period of six months from date of burial. Temporary markers will be removed by cemetery workers after that time.

9. All urns, vases, or grave markers damaged or lost will not be the responsibility of the cemetery unless there is clear negligence on the part of City employees.

10. Casket must be encased in an outer burial container made of concrete. The use of a concrete (at minimum) urn vault for cremated remains (cremains) in Boynton Beach Memorial Park shall be required. The cost of the vault will be borne by the funeral director.

11. The City Manager from time to time may initiate and recommend the laying out, altering or closing of such avenues or walks and make such rules and regulations for the government and improvement of the cemetery as it may deem requisite and proper, subject to City Commission approval.

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12. No purchaser shall be entitled to a deed to any lot nor will a burial be permitted in any lot until all accounts relating thereto and due the City are paid.

13. Lots, if not needed, may be returned to the City for a refund of the purchase price less 20 percent. The deed must be surrendered. No sign indicating that a lot is "For Sale" will be permitted on the grounds.

14. On Memorial Day, Veterans' Day and other national holidays, the Veterans' organizations may join in memorial services at the cemeteries upon scheduling with the City Clerk's Office.

15. No money should be paid to any person in the employ of the City for services or attention, other than their salaries and wages paid by the City.

16. Human remains only shall be buried in any municipal cemetery.

17. In an adult grave, the following will be permitted, at the discretion of the Parks Superintendent:

    a. One (1) casket, plus two (2) cremains Of the two cremains, one must be an immediate family member of the individual buried in the casket; or
    b. Three (3) cremains. Of the three cremains, two must be immediate family members.

    For purposes of these Rules and Regulations, an immediate family member shall be defined as an individual who is related by blood, marriage or adoption.

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18. No more than three (3) markers will be permitted per adult grave. The markers will run consecutively

beginning at the head of the plot. A second marker would be placed directly below the first and a third marker would be placed directly below the second. At no time will more than three (3) markers be permitted. In the Replat section, two (2) cremains will be permitted in a cremains plot. No more than two markers will be permitted on a cremains plot in the Replat section.

19. Services that extend beyond the normal workday. shall be charged for staff time according to the rate chart on file in the City Clerk's Office.

20. Disinterments/disentombments are restricted to the hours of 8:30 a.m. to 10:30 a.m. Special accommodations for hours other than those stated are subject to the approval of the Parks Manager.

21. All burial information must be submitted to the City Clerk's Office by 12:00 Noon on Thursday for a burial service or entombment on the weekend (Saturday and Sunday) or 48 hours in advance on weekdays unless otherwise approved by the Parks Manager or his designee.

22. Payment must be made in full by 12:00 Noon on Thursday for a weekend (Saturday and Sunday) or 48 hours in advance of a weekday burial service or entombment service.

23. If the funeral director will not assume responsibility for payment of the invoice, the fees must be paid in full by the family 48 hours in advance of the burial or entombment service.

24. A fee of $200 will be charged if the funeral director and/or family arrive at the cemetery more than 30 minutes in advance of the scheduled service. If an earlier than scheduled arrival is anticipated, the funeral director and/or family must contact cemetery staff in an effort to work out the details of the arrival.

25. A fee of $200 will be charged for each half-hour (30 minutes) of delay from the scheduled arrival time of the funeral. If a later than scheduled arrival is anticipated, the funeral director and/or family must contact cemetery staff in an effort to work out the details of the arrival.

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MAUSOLEUM

1-M. Mausoleum Crypts or Niches - Prior to inurnment/entombment, an owner may transfer or resell the mausoleum crypt or niche provided the owner first obtains the written consent of the City of Boynton Beach. Such consent shall be given automatically provided that the new purchaser's name, address and phone number are on file with the City Clerk and an administrative fee equal to the cost of relettering the mausoleum, crypt, or niche is paid in full to the City of Boynton Beach.

After inurnment/entombment, resale or transfer of ownership shall be allowed. The City of Boynton Beach may purchase the crypt or niche at a cost of 50% of the original purchase price paid for the crypt or niche and provided that disinurnment/disentombment has occurred and implemented by the proper authorities.

No disinurnment/disentombment shall be allowed except by the consent of the Cemetery Board following written request by the owner or owners of the crypt/niche and in every case shall only be made by the proper authorities.

(NOTE: Authorized disinurnment/disentombment and shipment of body or remains may be made only by a licensed funeral director licensed in Florida to another licensed funeral director at terminal point.)

When a crypt or niche was originally sold, the City of Boynton Beach received 15% of the original sales price. A transfer fee of $75 will be charged when a previously purchased crypt or niche is resold. **The City will buy-back unused crypts or niches at 80% of the original contract price or 80% of the City's current selling price, whichever was less."**

2-M. The City reserves to itself the right to approve any erection, enclosure, monument, inscription, tree or shrub.

3-M. All identification information including letters and emblems on crypts and niches shall be inscribed by engraving. The cost of new crypt or niche inscription fees shall be paid at time of interment. Existing bronze letters shall be replaced with inscription by the City. Replacement inscription shall be done at no cost to the owner of the crypt or niche, but shall be paid from the Perpetual Care Fund. If existing bronze emblems are damaged, replacement of an existing bronze emblem with a sandblasted emblem shall be done at the owner's expense."

4-M. All flowers must be placed in an approved vase Approved vases include crypt-front vases or bronze vases previously approved by the City. Fresh flowers can remain for a maximum period of three (3) days. No artificial flowers, except silk flowers, are permitted in or around Mausoleum buildings. One (1) vase per crypt/niche will be allowed. Employees will, for maintenance purposes, move and replace these items with care, but the City does not accept responsibility for replacing broken items unless there is a clear negligence on the part of the City employees. After the third day, or in the case of silk flowers, when the Cemetery Sexton determines that the flowers have become unsightly, said flowers shall be removed and disposed of.

"No potted plants containing soil, perlite, or other loose materials are permitted in chapels or walkways in the Mausoleum. (City employees may remove any item placed on a crypt/niche site that becomes untidy or unsightly, in the sole and absolute discretion of the City. Paper items, envelopes, memorabilia or photographs shall be allowed for two days.

5-M. No person shall be allowed to perform any modification on anything without written permission from

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The transfer fee will be the difference between the 15% paid to the City at the time of original sale and 15% of the resale price based on fair market value the day of the resale.

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the City. No money should be paid to any person in the employ of the City for services or attention, other than their salaries and wages paid by the City.

6-M. All original sales of mausoleum crypts or niches shall be originated by the City of Boynton Beach. The City of Boynton Beach shall then forward an executed request for the issuance of a certificate of ownership within 30 days which shall include the purchaser's complete name, address and phone number. Upon receipt of a request for the issuance of a certificate of ownership, the City shall issue a certificate of ownership and forward it to the purchaser within 14 days. There shall be no fee for issuance for the certificate of ownership.

7-M. Any veterans' organization may erect a flag and/or memorial at the entrance to the Mausoleum Chapel on Memorial Day.

8-M. The City Manager from time to time may recommend the altering of the Rules and Regulations for the government and improvement of the Mausoleum as it may deem requisite and proper, subject to City Commission approval. All Rules and Regulations shall be applied prospectively from the date of adoption. No Rule or Regulation shall be construed in a manner which would negate or alter any contractual right between Boynton Beach. and any party to a purchase agreement with Boynton Beach.

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9-M. As of April 20, 2004, the date of adoption of Resolution No. R04-065, on all new sales, the bodies placed in the Mausoleum must be embalmed. On previously purchased crypts, if a person does not wish to be embalmed, the body must be placed in a Ziegler case. Plastic trays must be placed under the casket on all entombments in the Mausoleum, whether the bodies are embalmed or not. The funeral home will bear the cost of the Ziegler cases and plastic trays, but will pass that cost on to the purchaser. Human remains being placed for entombment shall be in a gasketed metal casket for Mausoleum usage.

10-M. Vases may be purchased only by the property owner or their survivors directly from the City of Boynton Beach

Approved by Resolution #R12-032 on 04/17/12

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-006 - FIRST READING - Approval of Ordinance amending Chapter 26, Water, Sewer and City Utilities, by creating a new section 26-8.2 entitled "Water Service/Annexation Agreements."

EXPLANATION OF REQUEST:
The City has the authority under state law to provide water service beyond the jurisdictional boundaries of the City. Each individual property owner request comes before the City Commission for approval, however, these Agreements are routine and can be handled administratively.

The City Commission has the authority to delegate to the City Manager and/or Utilities Director the authority to enter into such agreements which will facilitate the approval process.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The Water Service Agreement items will no longer be required to be placed on the City Commission agendas.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES:
1. Authorize only the City Manager
2. Authorize only the Utility Director
3. Not modify the current process which requires City Commission approval

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance authorizing the City Manager or Utilities Director to sign Water Service Agreements

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	1/26/2017 - 1:53 PM
Finance	Howard, Tim	Approved	1/26/2017 - 2:41 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:17 PM

ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 26, "WATER, SEWER AND CITY UTILITIES", ARTICLE 1, "IN GENERAL" OF THE CODE OF ORDINANCES, BY CREATING A NEW SECTION 26-8.2 ENTITLED "WATER SERVICE/ANNEXATION AGREEMENTS";PROVIDING FOR AUTHORITY TO SIGN AGREEMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City has authority under state law to provide water service beyond the jurisdictional boundaries of the City; and

WHEREAS, the approval of water service agreements with provisions for annexation is a routine matter which can be handled administratively; and

WHEREAS, the City Commission has authority to delegate to the City Manager and Utilities Director the authority to enter into such agreements; and

WHEREAS, approval and signature of water service agreements at the administrative level will facilitate the approval process.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, THAT:

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. That Chapter 26, "Water Sewer, and City Utilities", Article 1, "In General", is hereby amended by creating a new Section 26-8.2 entitled "Water Service/Annexation Agreements", to read as follows:

Sec. 26-8.2 Water Service/Annexation Agreements.

The City Manager or Utilities Director is authorized to execute individual Owner Water Service/Annexation Agreements. The Release of a Water Service/Annexation Agreement requires City Commission approval.

Section 3. Each and every other provision of Chapter 26, of the Code of Ordinances of the City of Boynton Beach not herein specifically amended shall remain in full force and effect as previously enacted.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately upon passage.

FIRST READING this ____ day of _____, 2017.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/4/2017 - 8:10 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Monthly Departmental Presentations:

Community Standards - February 21, 2017
Library - March 6, 2017
Communications/Marketing - March 21, 2017

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/4/2017 - 8:10 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION:
Consider adopting a Chronic Nuisance Ordinance - February 2017.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/24/2017 - 11:32 AM
Finance	Howard, Tim	Approved	1/24/2017 - 11:32 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:21 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/7/2017

REQUESTED ACTION BY COMMISSION: Discuss cancelling the July 4th City Commission meeting - April 4, 2017

EXPLANATION OF REQUEST:
The first Commission meeting in July falls on Tuesday, July 4, 2017. On October 4, 2016 the Commission decided by consensus to move the meeting to Wednesday, July 5, 2017.

The Mayor requested this item be placed on a future agenda to discuss if the Commission may be interested in cancelling the meeting.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/24/2017 - 2:22 PM
Finance	Howard, Tim	Approved	1/24/2017 - 2:22 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:19 PM