

# The City of Boynton Beach



## City Commission Agenda

Tuesday, January 16, 2018, 6:30 PM

City Hall Chambers

100 E. Boynton Beach Blvd., Boynton Beach, FL 33435

Regular City Commission Meeting -- REVISED - Item was added to  
Unfinished Business as 11A

## Boynton Beach City Commission

Mayor Steven B. Grant (At Large)

Vice Mayor Justin Katz (District I)

Commissioner Mack McCray (District II)

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](http://www.boynton-beach.org)

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## **WELCOME**

**Thank you for attending the City Commission Meeting**

### **GENERAL RULES AND 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 and 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



**1. OPENINGS**

- A. Call to Order - Mayor Steven B. Grant

Roll Call

Invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

**2. OTHER**

- A. Informational items by Members of the City Commission

**3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS**

- A. Proclaim the month of March 2018 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation.
- B. Announcement of the City's 2018 Calendar and introduction of the artist by Eleanor Krusell, Director of Public Communications and Marketing.
- C. Announce the Special Democratic Primary Election on Tuesday, January 30, 2018 for State Senate District 31 which includes all voting precincts in the City of Boynton Beach. Polling locations will be open from 7 am to 7 pm. Early voting will commence on Saturday, January 20, 2018 thru Sunday, January 28, 2018 at three locations in Senate District 31 being Ezell Hester Community Center, Hagan Ranch Rd. Library and Lantana Library from 10 am to 6 pm.

**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: 1 Reg and 2 Alts

Building Board of Adjustments & Appeals: 2 Regs and 2 Alts

Community Redevelopment Agency Advisory Bd. 1 Reg

Employee Pension Board: 1 Reg  
Library Bd: 1 Alt  
Senior Advisory Bd: 2 Alts

## **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. R18-008** - Assess the cost of nuisance abatement on properties within the City of Boynton Beach.
- B. **PROPOSED RESOLUTION NO. R18-009** - Authorize the Mayor to sign the Declaration of Restriction for Right of Way Purposes to designate the future use and occupancy of Lot 5, Block 3 of the Plat Poinciana Heights to public right of way.
- C. **PROPOSED RESOLUTION NO. R18-010** - Approve contracts for the Community Development Block Grant (CDBG) Sub Recipients as adopted in the Five Year Consolidated/One Year Action Plan on August 1, 2017. Resolution R17-066
- D. **PROPOSED RESOLUTION NO. R18-011** - Approve utilizing the City of Tallahassee Contract # 3806 with Gall's for the purchase of uniforms for Police with an estimated annual expenditure of \$95,000. Authorize the City Manager to sign a contract with Gall.
- E. Authorize the City Manager to approve change orders 3, 4, and 5 from Con Tech Building Corporation of Delray Beach, FL in the amount of \$12,167 for unforeseen conditions discovered while the contractor was implementing bridge repairs. This approval increases the approved cost to \$73,983, these are the final change orders.
- F. Authorize the City Manager to approve change orders to Cobra Construction, Inc. of Boynton Beach in the amount of \$21,977.50 increasing the total amount for these sidewalk rehabilitation projects from \$150,308.00 to \$172,285.50.
- G. Accept the City of Boynton Beach FY2016/2017 Annual Grants Report.
- H. Accept the FY2016/2017 ADA Annual Update.
- I. Approve the purchase of extrication equipment for the Fire Department in the amount of \$32,693 from South Florida Emergency Vehicles of Fort Myers, FL as a sole source purchase.
- J. Accept fourth quarter and year end report on operations of the Schoolhouse Children's Museum and Learning Center for FY 16-17.
- K. 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 16, 2018 - "Request for Extensions and/or Piggybacks."
- L. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the twelve (12) month period ended September 30, 2017 (unaudited).
- M. Legal Expenses - December 2017 - Information at the request of the City Commission. No action required.
- N. Approve the minutes from the Regular City Commission meetings held on December 19, 2017 and January 2, 2018.

## **7. BIDS AND PURCHASES OVER \$100,000 - None**

## **8. COMMUNITY STANDARDS 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. Accept Surtax Capital Project Status Report for first quarter of FY 2018 - October thru December 2017
- B. Accept quarterly report on red light camera program (Oct 2017-Dec 2017)

**11. UNFINISHED BUSINESS**

- A. Commissioner Romelus requested discussion relating to her recent appointment of a regular member of the Planning and Development Board as an alternate member of the new 2018 Board.

**12. NEW BUSINESS**

- A. Authorize City Attorney to file request with Florida Supreme Court to file Amicus Curiae in support of City of Pembroke Pines.
- B. Approve the request of Commissioner Mack McCray to distribute \$500 of his Community Support Funds to Robert E. Wells Day.
- C. **PROPOSED RESOLUTION NO. R18-012** - A resolution of the City of Boynton Beach opposing legislative efforts to impede the constitutional right Florida's citizens have to govern themselves under Municipal Home Rule Powers.
- D. Authorize the Mayor to attend the National League of Cities (NLC) Congressional City Conference in Washington, DC, March 11, 2018 thru March 14, 2018. The Mayor is requesting the City pay for the registration fee and one (1) night's hotel stay.

**13. LEGAL - None**

**14. FUTURE AGENDA ITEMS**

- A. Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018**
- B. Staff to review PBC Ordinance on Panhandlers - **March 2018**
- C. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
  - Nichols Property
  - Rolling Green
  - Girl Scout Park
- D. Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways - **TBD**
- E. **PROPOSED ORDINANCE NO. 17-021 - SECOND READING** - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)***

**PROPOSED ORDINANCE NO. 17-022 - SECOND READING** - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)***

## 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:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Call to Order - Mayor Steven B. Grant

Roll Call

Invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

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**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:**

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**Is this a grant?** No

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/16/2018

**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:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Proclaim the month of March 2018 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation.

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**EXPLANATION OF REQUEST:**

Boynton Beach Fire Rescue Local 1891 raised more than \$36,000 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:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Proclamation	Proclamation Fire Fighters Appreciation

# *City of Boynton Beach*

## Proclamation

WHEREAS, the Boynton Beach Association of Fire Fighters is the prime example of public service and sacrifice, displaying the nobility to protect the citizens of our community every day; and

WHEREAS, the Boynton Beach Association of Fire Fighters members are highly dedicated and trained individuals who demonstrate American ideals, the ultimate standard of character and courage in the face of danger; and

WHEREAS, the Boynton Beach Association of Fire Fighters members selflessly contribute their time and energy fighting for kids and adults with muscular dystrophy, ALS and related life-threatening diseases that severely limit muscle strength and mobility by Filling the Boot each year for the Muscular Dystrophy Association (MDA); and

WHEREAS, in 2017, the Boynton Beach Association of Fire Fighters raised \$36,487.00 for MDA through the annual Fill the Boot campaign; and

WHEREAS, the Boynton Beach Association of Fire Fighters endless service to MDA has given so much hope for families fighting life-threatening muscle diseases;

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of March Two Thousand Eighteen as:

### **BOYNTON BEACH ASSOCIATION OF FIRE FIGHTERS APPRECIATION MONTH**

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 16<sup>th</sup> day of January Two Thousand Eighteen.

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Steven B. Grant, Mayor

ATTEST:

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Judith A. Pyle, CMC  
City Clerk





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Announcement of the City's 2018 Calendar and introduction of the artist by Eleanor Krusell, Director of Public Communications and Marketing.

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**EXPLANATION OF REQUEST:**

This year's calendar had two goals:

- 1.) Engaging the public in the selection of favorite places in Boynton Beach
- 2.) Informing the public that the City is inclusive

We started our search for favorite places in October when we asked our Facebook fans to post their two favorite places in Boynton Beach. We received 120 responses. While they ranged from the obvious local gems, such as the beach and Intracoastal Park, we noticed a large amount of feedback for restaurants. It was obvious our fans love to dine out, so we held a special restaurant "run-off" and received 236 posts!

At a 2017 Art in Public Places exhibit, highlighting the nonprofit organization Artists with Autism, we met a brilliant and creative 26-year-old artist named Brandon and contracted with him to paint the 18 calendar pictures.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

To achieve these goals, the city's Americans with Disabilities Office, Art in Public Places Division, and Public Communications and Marketing Department worked together with the nonprofit association Artists with Autism.

Posts on the City's main Facebook page reached nearly 40,000, with a click-in rate of over 2,000 and an engagement of 800. In addition, our Twitter post generated over 4,500 impressions with an engagement of 55.

In the top inside page, the City highlighted the artist, provided facts about autism and listed five achievements from the past year relating to our Autism Inclusion Program.

**FISCAL IMPACT:** Budgeted

The City calendar is budgeted under account numbers 001-1212-519.47-10 (Printing & Binding), 001-1212-519.41-12 (Postage) and 001-1212-519.49.17 (Other Contractual Services).

**ALTERNATIVES:** N/A

**STRATEGIC PLAN:** Boynton Beach Branding

**STRATEGIC PLAN APPLICATION:**

The 2018 City Calendar is a unique communications tool that differentiates Boynton Beach from its competitors and provides a strong message that Boynton Beach is inclusive.

**CLIMATE ACTION: No**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	2018 City Calendar



CITY OF BOYNTON BEACH

# ★ 2018 CALENDAR ★



“Oh, the Places You’ll Go!” - DR. SEUSS



# — ★ ABOUT OUR 2018 CALENDAR ★ —

## Facebook Engagement + Art in Public Places + Artists with Autism + American with Disabilities Act = Our 2018 Calendar

It all started in October when we asked our Facebook fans to post their two favorite places in Boynton Beach. We received 120 responses! While they ranged from the obvious local gems, such as the beach and Intracoastal Park, we noticed a large amount of feedback for restaurants. It is obvious our fans love to dine out, so we held a special restaurant "run-off" and received 236 posts!

At a recent Art in Public Places exhibit, highlighting the nonprofit organization Artists with Autism, we met a brilliant and creative 26-year-old artist named Brandon. He has spent the last 30 days meticulously painting 12 colorful and fun images of the favorite places that received the most votes from our Facebook fans. We hope you enjoy this year's calendar as much as our team did collaborating to make it a reality.



“ I am a self-taught artist with autism. My art style can be described as whimsical Fauvism. I use very bright, pure colors and short, blunt brushstrokes to express my emotional, raw look on the life around me. My inspirations often come from imaginary animals and places. My work is on display at my studio/gallery located in Pompano Beach, Florida. ”

**BRANDON DRUCKER, ARTIST, Artists with Autism, Inc.**

### DID YOU KNOW?

- ★ Autism Spectrum Disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges.
- ★ Autism is one of the fastest-growing developmental disorders in the United States.
- ★ One in 68 individuals are diagnosed as being on the autism spectrum.
- ★ Boys are nearly five times more likely than girls to have autism.
- ★ There is no medical detection or cure for autism, but early diagnosis and intervention may help.

### WE'RE SUPER PROUD OF OUR AUTISM INCLUSION PROGRAM!

- ★ We are the first municipality in Palm Beach County to be named an Autism Friendly City.
- ★ We have had two successful internships with South Tech Academy and Florida Atlantic University's Center for Autism and Related Disabilities.
- ★ We have been fortunate to have students from Congress Middle School's ESE class volunteering at our events.
- ★ We featured eleven artists with autism at a special Art in Public Places Exhibit.
- ★ We presented at the Florida Atlantic University's Autism Friendly Cities Institute.

To learn more about our autism programs and inclusion policy, please contact **Debbie Majors, ADA Coordinator**, at 561-742-6241 or [majorsd@bbfl.us](mailto:majorsd@bbfl.us). To learn more about autism, visit [www.autismspeaks.org](http://www.autismspeaks.org).

## WHAT IS YOUR FAVORITE PLACE IN BOYNTON BEACH?



**MAYOR**  
**Steven B. Grant**  
**AT-LARGE**

#### Mangrove Nature Park

The Mangrove Nature Park is a beautiful walk. Over 10 acres of natural preserve provides a look into ancient Florida before human settlement with a plethora of birds, crustaceans, and arachnids. Surrounded by mangrove trees, the ebb and flow of the Intracoastal ensures that every visit will be unique and allows me to meditate about my life and making Boynton Beach better.



**VICE MAYOR**  
**Justin Katz**  
**DISTRICT I**

#### Renaissance Commons

Renaissance Commons is one of my favorite places because of its seemingly endless list of amenities and commercial options. Whether it is fishing in the canals, walking your dog or taking a trip to the dog park, going out for drinks or to eat at restaurants, or being just a five-minute ride to our beaches, it's a great community for all ages.



**COMMISSIONER**  
**Mack McCray**  
**DISTRICT II**

#### Barton Memorial Park Cemetery

My favorite place in Boynton Beach is Barton Memorial Park Cemetery, located in the Cherry Hill neighborhood adjacent to I-95. The park, expanded in 1970, includes a cemetery that was the original burial ground in Boynton Beach for the African-American community. It is a special place to me; many of my relatives and friend's family members are buried there.



**COMMISSIONER**  
**Christina L. Romelus**  
**DISTRICT III**

#### Boynton Harbor Marina

One of my favorite places in Boynton Beach is our newly renovated Harbor Marina that faces the Intracoastal. You can simply sit and relax, enjoy a south Florida sunrise, read a romantic novel or watch boats come and go. Not to mention, it is home to two unique waterfront restaurants. Boynton Harbor Marina is a combination of beautiful and peaceful that is inviting to all.



**COMMISSIONER**  
**Joseph A. Casello**  
**DISTRICT IV**

#### Copperpoint Brewing Company

Copperpoint Brewing Co. is one of my favorite places. It features 13 taps serving up traditional taps, as well as seasonal and special releases. You can catch me there, watching my favorite sports teams on one of their many flat screen TVs and enjoying a variety of delicious offerings by food trucks. The best part - they're open seven days a week and are family and dog friendly.





HURRICANE ALLEY RAW BAR & RESTAURANT

JANUARY

“Waiting for the fish to bite or waiting for wind to fly a kite or waiting around for Friday night...” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	NEW YEAR'S DAY HOLIDAY City Hall Closed  1	City Commission Mtg. 6:30 pm, City Hall  2	3	Inclusion Support Team 3:30 pm, City Hall CRA Advisory Bd. Mtg. 6:30 pm, City Hall  4	Movies in the Park 7:00 pm, Amphitheatre  5	MLK Parade 1:00 pm, Sara Sims Park Celebration of Unity 2:00 pm, Ocean Avenue Amphitheatre  6
7	Senior Advisory Bd. Mtg. 2:15 pm, Senior Center Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall  8	9	10	Movies & Documentaries 2:00 pm, Library Arts Commission Mtg. 6:30 pm, Fire Station #2  11	"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse Business Awards Gala 6:30 pm, Benvenuto Restaurant  12	"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse  13
"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse MLK Celebration Gala 6:30 pm, Benvenuto Restaurant  14	MLK DAY HOLIDAY City Hall Closed MLK Day of Service 7:30 am, Hester Park  15	City Commission Mtg. 6:30 pm, City Hall  16	Community Standards Hearings 9:00 am, City Hall  17	SCRWT&D Bd. Mtg. 5:00 pm, SCRWT&D Plant CRA Bd. Mtg. 6:30 pm, City Hall  18	"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse Music on the Rocks 6:00 pm, Amphitheatre  19	"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse  20
"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse  21	Recreation & Parks Bd. Mtg. 6:30 pm, City Hall Historical Society Mtg. 6:30 pm, Library  22	Planning & Development Bd. Mtg. 6:30 pm, City Hall  23	Library Bd. Mtg. 6:00 pm, Library  24	Movies & Documentaries 2:00 pm, Library Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall  25	"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse  26	"Title of Show" Musical 2:00 pm & 8:00 pm, BB Playhouse Art Walk & Open Mic Night 6:00 pm, BBAD  27
28	29	30	31		DECEMBER 2017 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Meetings and events subject to change. For current information, visit [Boynton-Beach.org](http://Boynton-Beach.org), call 561.742.6010, or get social.





INTRACOASTAL PARK

# FEBRUARY

“And IF you go in, should you turn left or right  
...or right-and-three quarters?” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				CRA Advisory Bd. Mtg. 6:30 pm, City Hall  1	Movies in the Park 7:00 pm, Amphitheatre  2	Clean-up 8:30 am, Oceanfront Park  3
4	5	City Commission Mtg. 6:30 pm, City Hall 6	Firefighters' Pension Trust Fund Mtg. 9:00 am, Fire Station #5 7	Movies & Documentaries 2:00 pm, Library Arts Commission Mtg. 6:30 pm, Fire Station #2 8	Magic Wheels & Special Deals 6:00 pm, Barrier Free Park 9	Barrier Free 5K 7:30 am, Barrier Free Park Art Walk & Open Mic Night 6:00 pm, BBAD 10
11	Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall 12	Police Officers' Pension Fund Mtg., 10:00 am Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall 13	14	15	Music on the Rocks 6:00 pm, Amphitheatre 16	Food Distribution 10:00 am, Greater St. Paul AME 17
18	PRESIDENTS' DAY HOLIDAY City Hall Closed Historical Society Mtg. 6:30 pm, Location TBD 19	City Commission Mtg. 6:30 pm, City Hall 20	Community Standards Hearings 9:00 am, City Hall 21	Movies & Documentaries 2:00 pm, Library Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall 22	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse 23	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse 24
"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse 25	Employees' Pension Bd. Mtg. 1:30 pm, City Hall Recreation & Parks Bd. Mtg. 6:30 pm, City Hall 26	Planning & Development Bd. Mtg. 6:30 pm, City Hall 27	Library Bd. Mtg. 6:00 pm, Library 28		<div>JANUARY 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</div>	<div>MARCH 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</div>

Meetings and events subject to change. For current information, visit [Boynton-Beach.org](http://Boynton-Beach.org), call 561.742.6010, or get social.





**"Somehow you'll escape all that waiting and staying. You'll find the bright places where Boom Bands are playing." - DR. SEUSS**

**Meetings and events subject to change. For current information, visit [Boynton-Beach.org](http://Boynton-Beach.org), call 561.742.6010, or get social.**





**"Today is your day. You're off to Great Places!  
You're off and away!"- DR. SEUSS**

**Meetings and events subject to change. For current information, visit [Boymton-Beach.org](http://Boymton-Beach.org), call 561.742.6010, or get social.**





THE SOL OASIS BOYNTON BEACH YOGA SPA HEALING ARTS CENTER

MAY

“So be sure when you step. Step with care and great tact and remember that Life’s a Great Balancing Act.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																																																																				
		City Commission Mtg. 6:30 pm, City Hall	Firefighters' Pension Trust Fund Mtg. 9:00 am, Fire Station #5	CRA Advisory Bd. Mtg. 6:30 pm, City Hall	Movies in the Park 8:00 pm, Location TBD																																																																																					
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Historical Society Mtg. 5:00 pm, Woman's Club		Police Officers' Pension Fund Mtg. 10:00 am, Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall		Arts Commission Mtg. 6:30 pm, Fire Station #2		Art Walk & Open Mic Night 6:00 pm, BBAD																																																																																				
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	Historical Resources Preservation Bd. Mtg. 6:30 pm, Location TBD	City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall	Food, Wine & Brew Festival 6:00 pm, Benvenuto Restaurant	Music on the Rocks 6:00 pm, Location TBD																																																																																					
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	Employees' Pension Bd. Mtg. 1:30 pm, City Hall	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall																																																																																						
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27	MEMORIAL DAY HOLIDAY City Hall Closed	28	29	30	31	<div>APRIL 2018</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>JUNE 2018</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr><tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr></table>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						S	M	T	W	T	F	S							1	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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BOYNTON BEACH OCEANFRONT PARK

# JUNE

“It’s opener there in the wide open air.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																																																																				
<div><div>MAY 2018</div><table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td></td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr></table></div>	S	M	T	W	T	F	S		1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<div><div>JULY 2018</div><table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table></div>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								Movies in the Park 8:30 pm, Location TBD	
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PAINTING WITH A TWIST

# JULY

“Oh, the places you’ll go.  
There is fun to be done.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	Senior Advisory Bd. Mtg. 2:15 pm, Senior Center	City Commission Mtg. 6:30 pm, City Hall	INDEPENDENCE DAY HOLIDAY City Hall Closed July 4th Festivities 6:00 pm, Intracoastal Park	Inclusion Support Team 3:30 pm, City Hall CRA Advisory Bd. Mtg. 6:30 pm, City Hall	6	7
8	Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall	CRA Bd. Mtg. 6:30 pm, City Hall	11	Arts Commission Mtg. 6:30 pm, Fire Station #2	13	14
15	16	City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall	SCRWT&D Bd. Mtg. 5:00 pm, SCRWT&D Plant	20	21
22	Recreation & Parks Bd. Mtg., 6:30 pm, City Hall	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall	27	28
29	30	31			<div>JUNE 2018 S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</div>	<div>AUGUST 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</div>

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AUGUST

“You have brains in your head.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<div>JULY 2018</div> <div>S M T W T F S</div> <div>1 2 3 4 5 6 7</div> <div>8 9 10 11 12 13 14</div> <div>15 16 17 18 19 20 21</div> <div>22 23 24 25 26 27 28</div> <div>29 30 31</div>	<div>SEPTEMBER 2018</div> <div>S M T W T F S</div> <div>2 3 4 5 6 7 8</div> <div>9 10 11 12 13 14 15</div> <div>16 17 18 19 20 21 22</div> <div>23 24 25 26 27 28 29</div> <div>30</div>		<div>Firefighters' Pension Trust Fund Mtg. 9:00 am, Fire Station #5</div>	<div>CRA Advisory Bd. Mtg. 6:30 pm, City Hall</div>		
5	6	7	1	2	3	4
		<div>Police Officers' Pension Fund Mtg. 10:00 am, Pension Office WPB</div> <div>City Commission Mtg. 6:30 pm, City Hall</div>	8	9	10	11 <div>Back to School Health Fair 10:00 am, St. John Missionary Baptist Church</div>
12	13 <div>Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall</div>	14 <div>CRA Bd. Mtg. 6:30 pm, City Hall</div>	15 <div>Community Standards Hearings 9:00 am, City Hall</div>	16	17	18
19	20	21 <div>City Commission Mtg. 6:30 pm, City Hall</div>	22 <div>Library Bd. Mtg. 6:00 pm, Library</div>	23 <div>Education &amp; Youth Advisory Bd. Mtg. 6:00 pm, City Hall</div>	24	25
26	27 <div>Employees' Pension Bd. Mtg., 1:30 pm, City Hall</div> <div>Recreation &amp; Parks Bd. Mtg., 6:30 pm, City Hall</div>	28 <div>Planning &amp; Development Bd. Mtg. 6:30 pm, City Hall</div>	29	30	31	

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LITTLE LEAGUE PARK

# SEPTEMBER

“And the magical things you can do with that ball will make you the winning-est winner of all.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<div><div>AUGUST 2018</div><div>S M T W T F S</div><div>1 2 3 4</div><div>5 6 7 8 9 10 11</div><div>12 13 14 15 16 17 18</div><div>19 20 21 22 23 24 25</div><div>26 27 28 29 30 31</div></div> <div><div>OCTOBER 2018</div><div>S M T W T F S</div><div>1 2 3 4 5 6</div><div>7 8 9 10 11 12 13</div><div>14 15 16 17 18 19 20</div><div>21 22 23 24 25 26 27</div><div>28 29 30 31</div></div>						Clean-up 8:30 am., Oceanfront Park
2	3	4	5	6	7	8
ROSH HASHANAH Begins	Historic Resources Preservation Bd. Mtg. 6:30 pm, City Hall	ROSH HASHANAH Ends CRA Bd. Mtg. 6:30 pm, City Hall		Arts Commission Mtg. 6:30 pm, Fire Station #2		
9	10	11	12	13	14	15
	City Commission Mtg. 6:30 pm, City Hall	YOM KIPPUR Begins	YOM KIPPUR Ends Community Standards Hearings 9:00 am, City Hall			
16	17	18	19	20	21	22
23	Recreation & Parks Bd. Mtg., 6:30 pm, City Hall	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall		
30	24	25	26	27	28	29

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SCHOOLHOUSE CHILDREN'S MUSEUM AND LEARNING CENTER

# OCTOBER

"You can steer yourself any direction you choose."- DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	Senior Advisory Bd. Mtg. 2:15 pm, Senior Center  1	City Commission Mtg. 6:30 pm, City Hall  2		Inclusion Support Team 3:30 pm, City Hall CRA Advisory Bd. Mtg. 6:30 pm, City Hall  4	Movies in the Park 7:30 pm, Location TBD  5	Clean-up 8:30 am, Oceanfront Park  6
7	Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall  8	CRA Bd. Mtg. 6:30 pm, City Hall  9		Arts Commission Mtg. 6:30 pm, Fire Station #2  11		Fall Festival Event 3:00 pm, Intracoastal Park  13
		City Commission Mtg. 6:30 pm, City Hall  16	Community Standards Hearings 9:00 am, City Hall  17	SCRWT&D Bd. Mtg. 5:00 pm, SCRWT&D Plant  18		Schoolhouse Ahoy 10:00 am, Children's Museum  20
Schoolhouse Ahoy 11:00 am, Children's Museum  21	Recreation & Parks Bd. Mtg., 6:30 pm, City Hall  22	Planning & Development Bd. Mtg. 6:30 pm, City Hall  23	Library Bd. Mtg. 6:00 pm, Library  24	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall  25		Pirate Fest & Mermaid Splash 11:00 am, Location TBD  27
Pirate Fest & Mermaid Splash 11:00 am, Location TBD  28					<div>SEPTEMBER 2018 S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</div>	<div>NOVEMBER 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</div>
	29	30	31			

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DUE SOUTH BREWING CO.

# NOVEMBER

“You’re on your own. And you know what you know. And YOU are the guy who’ll decide where to go.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																																																																											
<div><div>OCTOBER 2018</div><table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td></td></tr><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr></table></div>	S	M	T	W	T	F	S	1	2	3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<div><div>DECEMBER 2018</div><table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr><tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr><tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr><tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr></table></div>	S	M	T	W	T	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									<div>Movies in the Park 7:00 pm, Location TBD</div>	<div>Clean-up 8:30 am, Oceanfront Park</div>
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<div>Community Caring Ctr. Cranksgiving 8:00 am, Fish Depot Bar &amp; Grille</div> <div>4</div>	<div></div> <div>5</div>	<div>ELECTION DAY (General Election for Palm Beach County)</div> <div>6</div>	<div>Firefighters’ Pension Trust Fund Mtg. 9:00 am, Fire Station #5 City Commission Mtg. 6:30 pm, City Hall</div> <div>7</div>	<div>Arts Commission Mtg. 6:30 pm, Fire Station #2</div> <div>8</div>	<div></div> <div>9</div>	<div></div> <div>10</div>																																																																																											
<div></div> <div>11</div>	<div>VETERANS DAY OBSERVED City Hall Closed</div> <div>12</div>	<div>Police Officers’ Pension Fund Mtg. 10:00 am, Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall</div> <div>13</div>	<div></div> <div>14</div>	<div>Community Caring Ctr. Fall Gala 6:30 pm, Benvenuto Restaurant</div> <div>15</div>	<div>Music on the Rocks 6:00 pm, Location TBD</div> <div>16</div>	<div>Cornucopia Project 8:30 am, Community Caring Center</div> <div>17</div>																																																																																											
<div></div> <div>18</div>	<div></div> <div>19</div>	<div>City Commission Mtg. 6:30 pm, City Hall</div> <div>20</div>	<div>Community Standards Hearings 9:00 am, City Hall</div> <div>21</div>	<div>THANKSGIVING DAY HOLIDAY City Hall Closed</div> <div>22</div>	<div>DAY AFTER THANKSGIVING HOLIDAY City Hall Closed</div> <div>23</div>	<div></div> <div>24</div>																																																																																											
<div></div> <div>25</div>	<div>Employees’ Pension Bd. Mtg. 1:30 pm, City Hall Recreation &amp; Parks Bd. Mtg. 6:30 pm, City Hall</div> <div>26</div>	<div>Planning &amp; Development Bd. Mtg. 6:30 pm, City Hall</div> <div>27</div>	<div>Library Bd. Mtg. 6:00 pm, Library</div> <div>28</div>	<div></div> <div>29</div>	<div></div> <div>30</div>																																																																																												

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SEACREST SCRUB NATURAL AREA

DECEMBER

“On and on you will hike. And I know you’ll hike far and face up to your problems whatever they are.” - DR. SEUSS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<div>NOVEMBER 2018</div> <div>SMTWTFSS</div> <div>123</div> <div>45678910</div> <div>11121314151617</div> <div>18192021222324</div> <div>252627282930</div>	<div>JANUARY 2019</div> <div>SMTWTFSS</div> <div>12345</div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>2728293031</div>					<div>Holiday Parade, 4:00 pm, Federal Highway</div> <div>Tree Lighting &amp; Concert 5:30 pm, Location TBD</div> <div>1</div>
<div>HANUKKAH Begins</div> <div>2</div>	<div>Tire Amnesty Day</div> <div>3</div>	<div>Tire Amnesty Day</div> <div>City Commission Mtg. 6:30 pm, City Hall</div> <div>4</div>	<div>Tire Amnesty Day</div> <div>5</div>	<div>Tire Amnesty Day</div> <div>CRA Advisory Bd. Mtg. 6:30 pm, City Hall</div> <div>6</div>	<div>Tire Amnesty Day</div> <div>Movies in the Park 7:00 pm, Location TBD</div> <div>7</div>	<div>8</div>
<div>9</div>	<div>HANUKKAH Ends</div> <div>Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall</div> <div>10</div>	<div>CRA Bd. Mtg. 6:30 pm, City Hall</div> <div>11</div>	<div>Chamber Holiday Luncheon 11:30 am, Benvenuto Restaurant</div> <div>12</div>	<div>Arts Commission Mtg. 6:30 pm, Fire Station #2</div> <div>13</div>	<div>Holiday Boat Parade 6:30 pm, Boynton Harbor Marina</div> <div>14</div>	<div>15</div>
<div>16</div>	<div>17</div>	<div>City Commission Mtg. 6:30 pm, City Hall</div> <div>18</div>	<div>Community Standards Hearings 9:00 am, City Hall</div> <div>19</div>	<div>20</div>	<div>Music on the Rocks 6:00 pm, Location TBD</div> <div>21</div>	<div>22</div>
<div>23</div>	<div>24</div> <div>CHRISTMAS EVE HOLIDAY</div> <div>City Hall Closed</div>	<div>CHRISTMAS DAY HOLIDAY</div> <div>City Hall Closed</div> <div>25</div>	<div>KWANZAA Begins</div> <div>Library Bd. Mtg. 6:00 pm, Library</div> <div>26</div>	<div>Education &amp; Youth Advisory Bd. Mtg. 6:00 pm, City Hall</div> <div>27</div>	<div>28</div>	<div>29</div>
<div>30</div>	<div>31</div>					

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Public Communications & Marketing Dept.  
100 E. Boynton Beach Blvd.  
Boynton Beach, Florida 33435

PRSRT STD  
US POSTAGE  
PAID  
Fort Lauderdale, FL  
PERMIT NO. 2830

ON THE COVER, THE BOARDWALK ITALIAN ICE & CREAMERY

# CITY OF BOYNTON BEACH

## Vision

Our vision is to be a welcoming and progressive coastal community that celebrates culture, innovation, and business development.

## Mission

The City of Boynton Beach is a vibrant and sustainable community that provides exceptional services.

## Strategic Initiatives



### REDEVELOP DOWNTOWN

Create and build the foundation that connects the City of Boynton Beach as a great place to live, work, and visit with thriving businesses, open space, culture, and events.



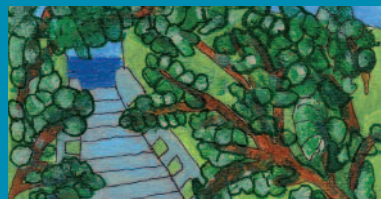
### BUILDING WEALTH IN THE COMMUNITY

Create a healthy and vibrant community through targeted, locally-based and locally-focused economic development that seeks to build sustainable community wealth.



### BOYNTON BEACH BRANDING

Understand the preferences and expectations of its community by delivering experiences that earn trust and differentiate Boynton Beach.



### TRANSPORTATION AND MOBILITY

Connect the community through safe, accessible, and multi-modal systems that improve the quality of life in Boynton Beach.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Announce the Special Democratic Primary Election on Tuesday, January 30, 2018 for State Senate District 31 which includes all voting precincts in the City of Boynton Beach. Polling locations will be open from 7 am to 7 pm. Early voting will commence on Saturday, January 20, 2018 thru Sunday, January 28, 2018 at three locations in Senate District 31 being Ezell Hester Community Center, Hagan Ranch Rd. Library and Lantana Library from 10 am to 6 pm.

---

**EXPLANATION OF REQUEST:** N/A

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** N/A

**FISCAL IMPACT:** No cost to the City, Palm Beach County Supervisor of Elections incur all costs associated with this special election.

**ALTERNATIVES:** N/A

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

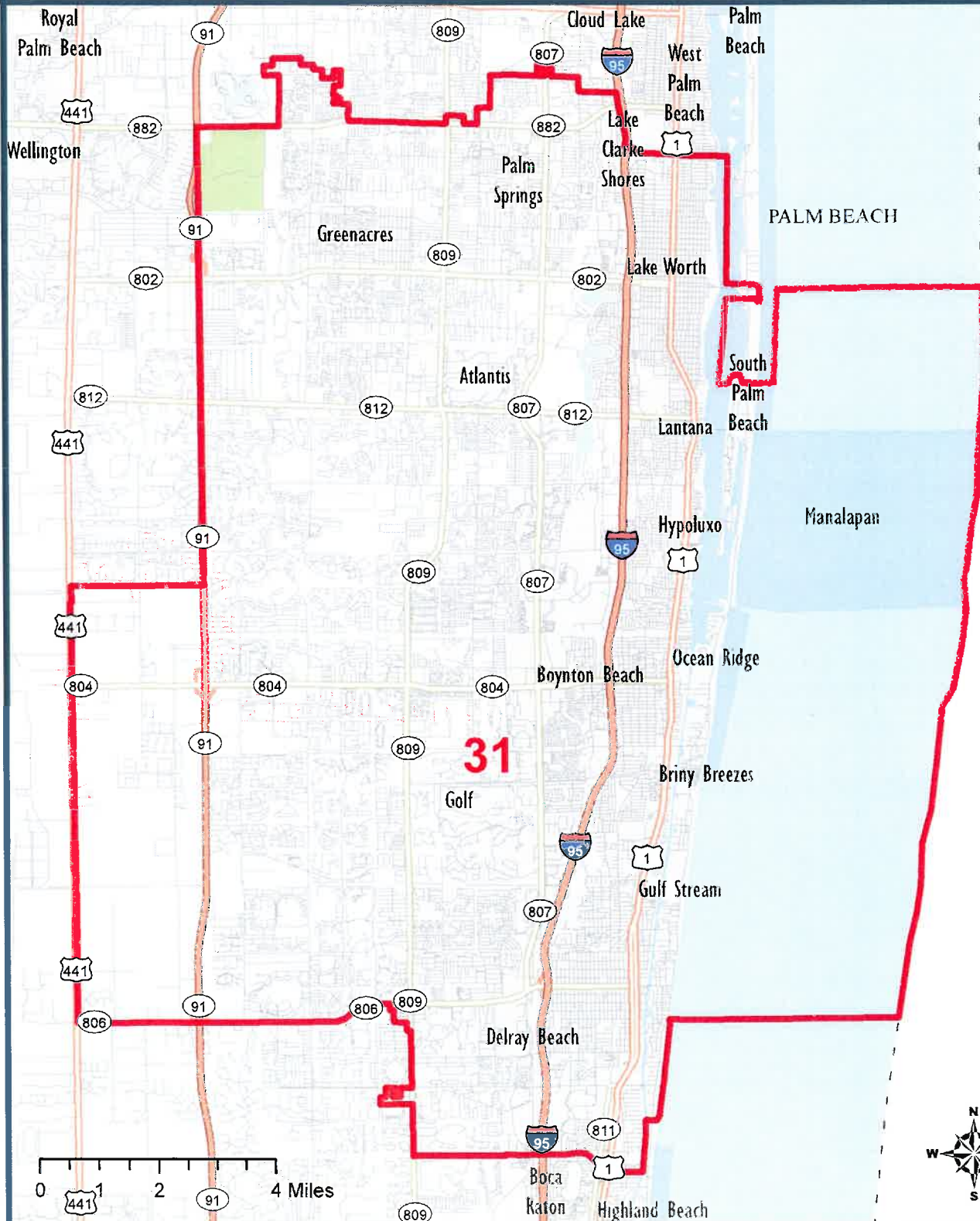
**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Location Map	Senate District 31 Map
<input type="checkbox"/> Attachment	Sample Ballot Dem Primary



# Florida State Senate District 31

- █ State Senate
- ▭ Counties
- ▬ Interstates
- ▬ Highways
- ▬ Major Roads
- ▬ Roads
- ▬ Railroads
- ▬ Water Bodies
- ▭ Municipalities
- ▭ State or National Parks and Forests



# SAMPLE BALLOT - MUESTRA DE BOLETA




OFFICIAL SPECIAL PRIMARY ELECTION BALLOT  
BOLETA OFICIAL DE ELECCION PRIMARIA ESPECIAL


JANUARY 30, 2018  
30 DE ENERO DE 2018

DEMOCRATIC PARTY  
PARTIDO DEMOCRATA

PALM BEACH COUNTY, FLORIDA  
CONDADO DE PALM BEACH, FLORIDA



Instructions: To vote, connect the head and tail of the arrow pointing to your choice  next to your choice. Use black roller-ball pen or felt pen. If you make a mistake, ask for a new ballot. Do not cross out or your vote may not count.

Instrucciones: Para votar, conecte la punta y la cola de la flecha que señala su elección  al lado de su elección. Utilice un bolígrafo o un plumón negro. Si comete un error, pida una boleta nueva. No tache o no se podrá contar su voto.

State Senator  
District 31  
Senador Estatal  
Distrito 31  
(Vote for One)  
(Vote por Uno)

Lori Berman



Arthur Morrison



YOUR POLLING LOCATION is listed on your Voter ID Card. You must notify the Elections Office if you move from the address listed on your Voter ID Card. If you are unsure of the polling location of your new Precinct, call 561-656-6200.

**The polls are open from 7:00 A.M. to 7:00 P. M. on Election Day.**

SU CENTRO ELECTORAL está nombrado en su Tarjeta de Identificación Electoral. Tendrá que informar a la Oficina de Elecciones si se muda de la dirección nombrada en su Tarjeta de Identificación Electoral. Si no está seguro del lugar donde debe votar en su nuevo distrito electoral, llame al 561-656-6200.

**LAS URNAS ESTAN ABIERTAS DE LAS 7 AM A LAS 7 PM EL DIA DE LAS ELECCIONES.**

CURRENT AND VALID PICTURE AND SIGNATURE ID IS REQUIRED when you go to your polling place to vote. Each elector is required to present a current and valid Florida Driver's License, a Florida Identification Card, or any other acceptable picture ID listed under F.S. 101.043.

SE REQUIERE IDENTIFICACION VALIDA Y VIGENTE CON SU FOTOGRAFIA Y FIRMA cuando usted va a los centros de votación a emitir su voto. Cada elector debera presentar la licencia de conducir de la Florida, Tarjeta de identificacion de la Florida válida y vigente o cualquier otra identificación con foto aceptable bajo la lista del FS 101.043.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**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: 1 Reg and 2 Alts  
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts  
Community Redevelopment Agency Advisory Bd. 1 Reg  
Employee Pension Board: 1 Reg  
Library Bd: 1 Alt  
Senior Advisory Bd: 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:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
Other	Appointments & Applicants
Other	Barber, Anthony
Other	Lewis-Gordon, Golene
Other	Gorny, Bethanie
Other	Karageorge, Mark
Other	Paguth Arivala, Mathi Mugilan
Other	Voce, Cory

## APPOINTMENTS AND APPLICANTS FOR JANUARY 16, 2018

---

### Arts Commission

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

### Applicants

None

---

### Building Board of Adjustments and Appeals

Mayor	Grant	Alt	2 yr term to 12/19 Tabled (3)
I	Katz	Alt	2 yr term to 12/19 Tabled (3)
III	Romelus	Reg	3 yr term to 12/18 Tabled (3)
II	McCray	Reg	2 yr term to 12/19

### Applicants

None

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### Community Redevelopment Agency Advisory Board

Mayor	Grant	Reg	2 yr term to 12/18 Tabled (2)
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### Applicants

Mathi Mugilan Paguth Arivalan  
Mark Karageorge  
Cory Voce  
Anthony Barber  
Colene Lewis Gordon \_ Currently on Arts Commission

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### Employee Pension Board

II	McCray	Reg	4 yr term to 12/20
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### Applicants

None

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### Library Board

II	McCray	Alt	2 yr term to 12/19
----	--------	-----	--------------------

### Applicants

Bethanie Gorny

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## Senior Advisory Board

Mayor	Grant	Alt	2 yr term to 12/19 Tabled (2)
I	Katz	Alt	2 yr term to 12/19

## Applicants

None



Ellis, Shayla

**From:** noreply@123formbuilder.io  
**Sent:** Thursday, January 04, 2018 5:48 PM  
**To:** City Clerk  
**Subject:** Advisory Board Appointment application

**Today's date** 01/04/2018  
**Name** Anthony BARBER  
**Gender** Male  
**Phone number** 561-777-4934  
**Address** 449 Tiffany oaks way  
 BOYNTON BEACH FL 33435  
 United States

**Email**

**Current occupation or, if retired, prior occupation** Business Owner

**Education**

**Are you a registered voter?** Yes *OK jfb*

**Do you reside within the Boynton Beach City limits?** Yes

**Do you own/manage a business within City limits?** Yes

**If "yes", name of business:** Troy's BarBeQue *STP OK*

**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?**

**If "yes", when and where?**

**Advisory Board** Community Redevelopment Agency Advisory Board

**Personal Qualifications**

**Professional Memberships**

**Feel free to attach/upload an extra sheet or resume.**

CITY OF BOYNTON BEACH  
CITY CLERK'S OFFICE  
18 JAN -5 AM 11:23

*REGISTERED  
VOTER*

**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 174.227.128.164 (United States) at 2018-01-04 17:48:20 on Chrome 63.0.3239.73

Entry ID: 252

Referrer: [www.boynton-beach.org/officials/community\\_redevelopment\\_agency\\_advisory\\_board.php](http://www.boynton-beach.org/officials/community_redevelopment_agency_advisory_board.php)

Form Host: [www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application](http://www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application)



CKHB

## 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 Goleen L. GONDON Gender: F Telephone # 786-290-2619

Address 230 Lake Monterey Cir  
Boynton Beach FL 33426 Zip Code 33426

E-mail Address: GLouis129@gmail.com Other Phone: 561-860-5735

Current occupation or prior occupation:

Real Estate Agent & Banker

Education Master Of Business Administration  
(MBA) Leadership & Human Resource

Are you a registered voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you reside within the Boynton Beach City limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own/manage a business within the City limits:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "yes", name of business _____		
Are you currently serving on a City board?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have you served on a City board in the past?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, which board(s) and when? _____		
_____		
_____		

Have you ever been convicted of a crime? no Where UN  
If so, when \_\_\_\_\_

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.

<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Library Board
<input type="checkbox"/> Building Board of Adjustment & Appeals	<input type="checkbox"/> Planning & Development Board
<input checked="" type="checkbox"/> Community Redevelopment Advisory Board	<input type="checkbox"/> Police Officers' Retirement Trust Fund
<input type="checkbox"/> Education and Youth Advisory Board	<input type="checkbox"/> Recreation & Parks Board
<input type="checkbox"/> Employees' Pension Board	<input type="checkbox"/> Senior Advisory Board
<input type="checkbox"/> Firefighters' Pension Trust Fund	
<input type="checkbox"/> Golf Course Advisory Committee	
<input type="checkbox"/> Historic Resources Preservation Board	

18 JAN -4 PM 12:47

CITY OF BOYNTON BEACH  
CITY CLERK'S OFFICE

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.

As a realtor I work as sales Agent who help families with Housing needs and also staging of their Homes. I love beauty & Decor. Community Development let me excited because I love beauty. I Love to see nice areas around me.

Please list any professional memberships: the realtor Association Board  
A Notary & Art Commission. the Florida Bankers Association

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: \_\_\_\_\_

CL

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

1/4/18

LB

Ellis, Shayla

**From:** bethanieg <noreply@123formbuilder.io>  
**Sent:** Tuesday, January 02, 2018 6:42 PM  
**To:** City Clerk  
**Subject:** Advisory Board Appointment application

<b>Today's date</b>	01/02/2018	
<b>Name</b>	Bethanie Gorny	
<b>Gender</b>	Female	
<b>Phone number</b>	609-226-8906	
<b>Address</b>	18 Northwoods Lane Boynton Beach FL 33436 United States	
<b>Email</b>	bethanieg@hotmail.com	
<b>Current occupation or, if retired, prior occupation</b>	Professor of Special Education	
<b>Education</b>	M.A. Learning Disabilities (Rowan U.), Ed. D Special Education (Nova U)	
<b>Are you a registered voter?</b>	Yes	OK JP.
<b>Do you reside within the Boynton Beach City limits?</b>	Yes	
<b>Do you own/manage a business within City limits?</b>	No	
<b>If "yes", name of business:</b>		
<b>Are you currently serving on a City board?</b>	No	
<b>Have you served on a City board in the past?</b>	No	
<b>If "yes", which board(s) and when?</b>		
<b>Have you ever been convicted of a crime?</b>	No	
<b>If "yes", when and where?</b>		
<b>Advisory Board</b>	Library Board	
<b>Personal Qualifications</b>	I am interested in serving my new community of Boynton Beach. I've been a resident for four years. I have always been an avid reader and currently run three book clubs where I live. I am also a writer with published work both locally and nationally. I am a member of the Boynton Beach Library. Anything I can do to enhance its services, build on what is already available, or expand its services in accordance with its mission, is of interest to me. I also will help	

CITY OF BOYNTON BEACH  
CITY CLERK'S OFFICE  
18 JAN -3 PM 12:28

with ideas for fundraising if that is needed. I believe a library is one of a city's most important assets. I would like to assist with the development of the library as a critical community resource for all residents.

**Professional Memberships**

I am retired from :  
The Council for Exceptional Children

The Learning Disability 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 73.46.67.210 (United States) at 2018-01-02 18:42:14 on Edge 16.16299


Entry ID: 251

Referrer: [www.boynton-beach.org/officials/advisory\\_boards.php](http://www.boynton-beach.org/officials/advisory_boards.php)

Form Host: [www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application](http://www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application)

Ellis, Shayla

**From:** markkarageorge <noreply@123formbuilder.io>  
**Sent:** Tuesday, January 02, 2018 11:55 AM  
**To:** City Clerk  
**Subject:** Advisory Board Appointment application  
**Attachments:** resmk.pdf

**Today's date** 01/02/2018  
**Name** Mark Karageorge  
**Gender**  
**Phone number** 561-891-5364  
**Address** 240 A Main Blvd.  
 Boynton Beach FL 33435  
 United States  
**Email** markkarageorge@comcast.net  
**Current occupation or, if retired, prior occupation** Property Manager  
**Education** B.S. Business Admin., M.S. - Sports Management, many certifications, and licenses.  
**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?** Yes  
**If "yes", which board(s) and when?** CRA & Code Compliance

CITY OF BOYNTON BEACH  
 CITY CLERK'S OFFICE  
 18 JAN -2 PM 4:51

**Have you ever  
been convicted of  
a crime?**    No

**If "yes", when and where?**

**Advisory Board**      Community Redevelopment Agency Advisory Board

**Personal  
Qualifications**      Please see Resume

**Professional  
Memberships**      Please see resume

**Feel free to  
attach/upload an  
extra sheet or  
resume.**      [www.123formbuilder.com/upload\\_dld.php?fileid=ffb508575dcec0026e778792496546b6](http://www.123formbuilder.com/upload_dld.php?fileid=ffb508575dcec0026e778792496546b6)

**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 50.244.134.246 (United States) at 2018-01-02 11:54:53 on Chrome 63.0.3239.84

Entry ID: 249

Referrer: [www.boynton-beach.org/officials/community\\_redevelopment\\_agency\\_advisory\\_board.php](http://www.boynton-beach.org/officials/community_redevelopment_agency_advisory_board.php)

Form Host: [www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application](http://www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application)



## resume

From : MARKKARAGEORGE@comcast.net

Mon, Jan 23, 2017 06:47 AM

Subject : resume

To : markkarageorge &lt;markkarageorge@comcast.net&gt;

**MARK KARAGEORGE**

240 A MAIN BLVD.  
BOYNTON BEACH, FL 33435  
561- 891- 5364  
markkarageorge@comcast.net

**SUMMARY:**

A property manager with over fifteen years experience of proven management skills that generates exceptional customer service, increased revenue, increased occupancy, reduced expenses, customer retention and loyalty, as well as increased profits.

**PROFESSIONAL EXPERIENCE:**

**PROPERTY MANAGER** **AUG. 2015 - PRESENT**  
All County Elite Property Management, West Palm Beach, FL

- Responsible for managing portfolios of properties in Palm Beach and Broward Counties for various owners. The activities including leasing, retention, collections, marketing, market analysis, maintenance, vendor relations, and legal.
- Generated positive results of increased occupancies, increased revenues,
- and retention.

**CONSULTANT** **APR. 2016 – AUG. 2016**  
Advised and performed customer service for fortune 500 company. Did marketing and sales for a regional catering service. Assisted property management companies with leasing and day to day operations.

**PROPERTY MANAGER** **DEC. 2015 – APRIL 2016**  
MSP Management The Enclave at Delray Beach, Delray Beach, FL

- Responsible for managing all aspects of managing a 224 unit apartment community, including rent collection, marketing, leasing, tenant retention, and more.

**PROPERTY MANAGER** **JAN. 2013 – DEC. 2015**  
Neighborhood Renaissance, Inc., West Palm Beach, FL

- Responsible for managing all aspects of property management for over 78 scattered rental properties, including lease up, leasing, retention, rent collection, legal, marketing, maintenance, vendor contracts, budgets, reserves, tenant retention, and more.
- Work on following programs: SHIP, NSP1, NSP2, CHDO, and Market

**MANAGER** **JAN. 2011 - DEC. 2012** **CubeSmart, U-Store it (United Storage), Boynton Beach, FL**

- Responsible for leasing, merchandising, sales, maintenance, collections, marketing and retention.
- Increased revenues and occupancy
- A consistent top performer in merchandise sales

**COMMUNITY MANAGER** **OCT. 2006 – MAY 2010** Greystar Management Services – Village Club Apartments, Palm Springs, FL (314 units), **Assistant Community Manager**, Mizner Court at Broken Sound Boca Raton, FL (450 units) and LaCosta Boynton Beach, FL (328 units).

- Performed leasing, accounting, collections, marketing, retention, and day - to - day operations.
- Secured sponsorships for resident events at properties.
- Used Yardi software.
- Was 5<sup>th</sup> best leasing professional in region for company in 2007 Superstar of Leasing award. Had highest collections total for 6-month period of any property in region. Was winner of pillar of excellence award for community pillar for 2009
- Member of due diligence and take over teams.

**ASSISTANT PROPERTY MANAGER** **MARCH 2004 – OCT. 2006** Olen Properties, Sanctuary Cove, North Palm Beach, FL (420 units).

- Performed all bookkeeping for property
- Assisted in collections for all Palm Beach County Olen properties
- Legal coordination with law office

- Performed outreach marketing, resident event coordination, and day-to -

Day operations. Used MRI software.

#### **ASSISTANT PROPERTY MANAGER**

**NOV. 2000 – MARCH 2004**, Trammell Crow Residential Services, Savannah Palms, Ft. Pierce, FL (160 units)(Savannah Palms was a tax credit property), Polo Lakes, Wellington, FL (340 units), St. James Club, Boca Raton, FL (224 units) as well as assisting at other properties from time to time.

- Performed leasing, retention, marketing, accounting, collections and day-to – day operations.
- Used Rent roll and Yardi software.
- Was nominated for awards in region.
- Cross-trained in all positions on property.

#### **EDUCATION:**

Fundamentals of Code Enforcement –(level 1 Certification from the Florida Association of Code Enforcement) conducted by the Florida Institute of Government at the University of Central Florida& Florida Atlantic University. Score out of 100 was 93.

Certified Community Real Estate Development graduate - University of South Florida 2014

Community Association Manager (licensed CAM) 2010 – 2012, 2015 – 2016

Certified Apartment Manager, (CAM) Southeast Florida Apartment Association (SEFAA) 2003 – current

Realtor – license in escrow in PA

M.S. Degree in Sports Management from United States Sports Academy, Daphne, AL

B.S. Degree in Business Administration from Robert Morris University, Coraopolis, PA

#### **COMMUNITY/CIVIC:**

Board Member of Boynton Beach Community Redevelopment Agency (CRA) 2011- 2014

Board Member of Pathways to Prosperity (501c3) 2010 – present

Code Compliance Board Member City of Boynton Beach 2007 – 2011

Instructor for South East Florida Apartment Association (SEFAA) CAM classes certifying managers 2007 - 2009

Co- Chair Ambassador Committee of the Greater Boynton Beach Chamber of Commerce 2008

Ambassador for Greater Boynton Beach Chamber of Commerce 2006 – 2013 & 2016 - present

Chair of subcommittee American Assemblies 20/20 Vision – City of Boynton Beach – Neighborhood Revitalization, Affordable Housing, Business Development & Retention 2006 – 2007.

Volunteer Habitat for Humanity South Palm Beach County

CLARK

## Stanzione, Tammy

**From:** mathimugil <noreply@123formbuilder.io>  
**Sent:** Wednesday, December 20, 2017 4:55 PM  
**To:** City Clerk  
**Subject:** Advisory Board Appointment application

**Today's date** 12/20/2017

**Name** MATHI MUGILAN PAGUTH ARIVALAN

**Gender** Male

**Phone number** 714-588-0776

**Address** 5102 MAHOGANY DR *City 6110-0*  
BOYNTON BEACH FLORIDA 33436  
United States

**Email** mathimugil@gmail.com

**Current occupation or, if retired, prior occupation** SOFTWARE PROGRAMMER

**Education** BACHELOR OF ENGINEERING

**Are you a registered voter?** Yes *OK YP*

**Do you reside within the Boynton Beach City limits?** Yes

**Do you own/manage a business within City limits?** Yes

**If "yes", name of business:** CONSYS LLC *OK BTR.*

**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** Community Redevelopment Agency Advisory Board

**Personal Qualifications** Attend City Commission meeting on regular basis and follow local issues.

**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 67.191.84.157 (United States) at 2017-12-20 16:54:42 on Chrome 63.0.3239.84

Entry ID: 248

Referrer: [www.boynton-beach.org/officials/advisory\\_boards.php](http://www.boynton-beach.org/officials/advisory_boards.php)

Form Host: [www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application](http://www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application)

# *State of Florida*

## *Department of State*

I certify from the records of this office that CONSYS, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 9, 2013.

The document number of this limited liability company is L13000051766.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on March 28, 2017, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of March,  
2017*



*Ken DeJoy*  
**Secretary of State**

Tracking Number: CC4408682804

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CRANE

# 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 Cory Voce Gender: M Telephone # (561) 707-5525

Address 42 Buxton Lane  
Boynton Beach, FL 33426 Zip Code 33426

E-mail Address: cvoce40@gmail.com Other Phone: \_\_\_\_\_

Current occupation or prior occupation:  
Full time student / business owner

- Prior Child Protective Investigator for State of FL.

Education Bachelor's Degree in Forensic Psychology - Florida Institute of Tech.  
Will obtain Master's in Public Administration in MAY 2018 - Barry Univ.

Are you a registered voter? Yes OK 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 Ment 2 Make It, Inc - Non profit  
Are you currently serving on a City board? Yes No  
Have you served on a City board in the past? NO Business Tax Receipt Yes No  
If so, which board(s) and when? \_\_\_\_\_

Have you ever been convicted of a crime?  
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.

<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Library Board
<input type="checkbox"/> Building Board of Adjustment & Appeals	<input type="checkbox"/> Planning & Development Board
<input checked="" type="checkbox"/> Community Redevelopment Advisory Board	<input type="checkbox"/> Police Officers' Retirement Trust Fund
<input checked="" type="checkbox"/> Education and Youth Advisory Board	<input checked="" type="checkbox"/> Recreation & Parks Board
<input type="checkbox"/> Employees' Pension Board	<input type="checkbox"/> Senior Advisory Board
<input type="checkbox"/> Firefighters' Pension Trust Fund	
<input type="checkbox"/> Golf Course Advisory Committee	
<input type="checkbox"/> Historic Resources Preservation Board	

10:30 PM 4-JAN-01  
CITY CLERK'S OFFICE  
CITY OF BOYNTON BEACH

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 currently operate a non-profit young men's mentoring program in Boynton Beach. Having played sports my entire life, to include collegiate experience, I understand the team dynamics geared to reaching a greater cause. I have lived in Boynton Beach for over 20 years and was born and raised here. I have work experience in the school system and social services, having worked as a Child Protective Investigator for a year and a half. I understand the ~~operation~~ citizens of Boynton Beach and can effectively recognize the problematic areas within the community.

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: C/Vae Date: 1/4/18



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-008** - Assess the cost of nuisance abatement on properties within the City of Boynton Beach.

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**EXPLANATION OF REQUEST:**

In accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Community Standards for nuisances abated by a City-contracted vendor. Finance sent an invoice to each property owner. There was no response within the required 30-day period. Copies of the invoices were then forwarded to the City Clerk's Office for continuation of the procedure. The property owners were again issued a copy of the invoice and a letter which offered an opportunity to pay the invoice within an additional 30-day period. The attached list contains the names of the property owners who have still not responded to our correspondence.

At this point in the procedure, authorization is requested to record liens against these properties in the public records of Palm Beach County within 30 days of adoption of the Resolution. Prior to sending the Resolution to the County for recording, the City Clerk will send another letter to each property owner notifying them they have another 30 days to pay the invoice before the Resolution is sent for recording. An additional administrative fee of \$30 will be added to the assessment when the Resolution is sent to the County for recording.

Thirty days after the Resolution is recorded, the property owners will receive, by certified mail, a copy of the Resolution and another letter stating the unpaid balance will accrue interest at a rate of 8% per annum.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:**

This process allows us to place liens on the properties in order to reimburse the City for the services that were provided when the nuisances were abated.

**ALTERNATIVES:**

The alternative would be to not place liens on the properties and not collect for the service provided.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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Is this a grant? No

Grant Amount:

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution approving Nuisance Abatement
<input type="checkbox"/> Exhibit	Exhibit A

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**RESOLUTION NO. R18-**

**A RESOLUTION OF THE CITY OF BOYNTON  
BEACH, FLORIDA ASSESSING THE COSTS OF  
ABATEMENT OF CERTAIN NUISANCES  
AGAINST THE OWNERS OF THE PROPERTIES  
INVOLVED; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, a contract vendor was requested by Code Compliance to mow the lots, remove vegetation and board up structures on the properties, described in Exhibit "A"; and

**WHEREAS**, the owners of the parcel(s) of property hereinafter described were invoiced by the Finance Department in an effort to recoup these costs with no response; and

**WHEREAS**, said nuisance was not abated as required; and,

**WHEREAS**, all of the property owners listed in the attached Exhibit "A" were sent letters offering them an opportunity to remit within 30 days in order to avoid incurring a lien on their property; and

**WHEREAS**, the City Manager or her authorized representative has made a report of costs actually incurred by the City and abatement of said nuisance as to the property(s) involved, which is described in Exhibit "A" attached to this Resolution; and

**WHEREAS**, upon passage of this Resolution, the property owners will be furnished with a copy of this Resolution, and given one more opportunity to remit all costs associated with the abatement in full within 30 days of the passage of the Resolution, before transmittal to the County for recordation of Liens; and

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

Section 1: Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2: The amount of costs incurred by the City and the abatement of the above-described nuisance as to the parcels of land, owned and indicated to wit:

SEE ATTACHED EXHIBIT "A"

47 Subject amount is hereby assessed as liens against said parcels of land as  
48 indicated, plus an additional administrative charge of \$30.00 for each Lien.  
49 Liens shall be of equal dignity with the taxes there from for the year 2017, and  
50 shall be enforced and collected in like manner pursuant to applicable  
51 provisions of law. In the event collection proceedings are necessary, the  
52 property owner shall pay all costs of the proceedings, including reasonable  
53 attorneys fees.  
54

55 Section 3. This Resolution shall become effective immediately upon passage.  
56  
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58 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

59 CITY OF BOYNTON BEACH, FLORIDA  
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61		YES	NO
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63	Mayor – Steven B. Grant	_____	_____
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65	Vice Mayor – Justin Katz	_____	_____
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67	Commissioner – Mack McCray	_____	_____
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69	Commissioner – Christina L. Romelus	_____	_____
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71	Commissioner – Joe Casello	_____	_____
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74 VOTE \_\_\_\_\_

75 ATTEST:

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77 \_\_\_\_\_  
78 Judith A. Pyle, CMC  
79 City Clerk  
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82 (Corporate Seal)  
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## EXHIBIT A

First Name	Last Name	Address	City, State and Zip	PCN	Case #	Invoice #	Orginal Invoice Amount	Amount Owed After Admin Fees
Shawn	Maesel	105 E Palmemto Park Rd	Boca Raton, Fl 33432	08-43-45-28-12-017-0130	17-1703	41924	\$ 931.37	\$ 961.37
Hock Ka D	Go	801 NE 76th St	Boca Raton, Fl 33487	08-43-45-21-07-001-1790	17-1116	41784	\$ 788.09	\$ 818.09
							<b>Total</b>	<b>\$ 1,779.46</b>



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-009** - Authorize the Mayor to sign the Declaration of Restriction for Right of Way Purposes to designate the future use and occupancy of Lot 5, Block 3 of the Plat Poinciana Heights to public right of way.

---

**EXPLANATION OF REQUEST:**

On March 16, 2016 the Commission approved R16-048 to accept property from the CRA. The CRA acquired the property to provide for access from NW 11<sup>th</sup> Ave to NW 1<sup>st</sup> as a part of or Model Block program. The intent was to provide better access and traffic circulation to Poinciana Elementary School.

Now that the City owns this vacant, residential property, the next step is to convert its use from residential use to public right of way. To that end, staff recommends that the Mayor signs the Declaration of Restriction.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:**

**ALTERNATIVES:** If Commission does not approve this Declaration of Restriction then the engineering plans could be modified to include turnaround, per the City's requirements, thus impacting the buildable area on two or three proposed lots.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution authorizing the Mayor to sign the Declaration of Restrictions
<input type="checkbox"/> Attachment	Declaration of Restriction
<input type="checkbox"/> Attachment	Aerial of lot and civil plan exhibit

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29           **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

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CITY OF BOYNTON BEACH, FLORIDA

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YES    NO

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Mayor – Steven B. Grant

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Vice Mayor – Justin Katz

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Commissioner – Mack McCray

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Commissioner – Christina L. Romelus

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Commissioner – Joe Casello

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VOTE

\_\_\_\_\_

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48   ATTEST:

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\_\_\_\_\_  
Judith A. Pyle, CMC

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City Clerk

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57

(Corporate Seal)



PREPARED BY, RECORD AND RETURN TO  
KERRY L. EZROL, ESQUIRE  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 EAST COMMERCIAL BOULEVARD  
SUITE 200  
FORT LAUDERDALE, FL 33308  
Telephone: (954) 771-4500

## **DECLARATION OF RESTRICTION FOR RIGHT OF WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that the City of Boynton Beach, a Florida municipal corporation, whose address is 100 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435, executes this Declaration of Restriction for Right of Way Purposes (“Declaration”).

### **RECITALS:**

**WHEREAS**, the City of Boynton Beach, Florida (“City”) owns the real property described in Exhibit A, attached hereto and made a part hereof (“Property”); and

**WHEREAS**, the City desires to designate that the future use and occupancy of the Property shall be restricted to right of way purposes.

NOW THEREFORE, City agrees as follows:

1. The Property is hereby dedicated and restricted for the purpose and use of a public right of way and/or road and other purposes incidental or related thereto.
2. This Declaration may be amended or terminated by the City.

***(Intentionally left blank)***

IN WITNESS WHEREOF, we have set our hands and seals this \_\_\_\_ day of January, 2018.

**WITNESSES:**

**CITY:**

**THE CITY OF BOYNTON BEACH**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**By:** \_\_\_\_\_  
Print Name: Steven B. Grant  
Title: Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
Judith Pyle, CMC, City Clerk

**APPROVED AS TO FORM BY CITY ATTORNEY:**

**By:** \_\_\_\_\_  
James A. Cherof, City Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2018 by Steven B. Grant, Mayor of the City of Boynton Beach, a Florida municipal corporation, on behalf of the City of Boynton Beach, who has acknowledged himself to be the Mayor of the City of Boynton Beach, who is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

Parcel ID#: 08-43-45-21-17-003-0050

Lot 5, Block 3, Plat of Poinciana Heights, according to the map or plat thereof as recorded in Plat Book 26, Page 183, Public Records of Palm Beach County, Florida.







## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R18-010** - Approve contracts for the Community Development Block Grant (CDBG) Sub Recipients as adopted in the Five Year Consolidated/One Year Action Plan on August 1, 2017. Resolution R17-066

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**EXPLANATION OF REQUEST:**

As a recipient of Community Development Block Grant funds from the US Department of Housing and Urban Development (HUD), the City of Boynton Beach has submitted its Five Year Consolidated/One Year Action Plan on August 15, 2017. The City has received its contract in the amount of \$514,937.00.

The funds will be used as follows:

Sub-Grantee Funding	\$177,240
Planning Grant Administration	\$102,987
Housing Rehabilitation Delivery	<u>\$234,710</u>
FY 17/18 Funding	\$514,937

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** The Local nonprofit providers of CDBG eligible services and programs to low and low-moderate income residents of the City of Boynton Beach have submitted grant applications requesting funds to assist in the delivery of their services. As a result, of approval, they have provided budgets and scopes of services and are contracting with the city to be reimbursed in part.

**FISCAL IMPACT:**

The City will reimburse the following agencies for services:

Aid for Victims of Domestic Assault	\$10,000
Boynton Beach CDC	\$100,000
Community Caring Center	\$43,240
Pathways to Prosperity	\$20,000
Legal Aid Society of Palm Beach County	\$4,000
<b>Total</b>	<b>\$177,240</b>

**ALTERNATIVES:** N/A

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

## CLIMATE ACTION DISCUSSION:

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Is this a grant? Yes

Grant Amount:

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### ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving CDBG Sub-Recipient Agreements
<input type="checkbox"/> Agreement	Aids to Victims of Domestic Abuse (AVDA)
<input type="checkbox"/> Agreement	Community Caring Center Agreement & Scope of Service
<input type="checkbox"/> Agreement	Boynton Beach Faith-Based CDC Agreement & Scope of Services
<input type="checkbox"/> Agreement	Legal Aid Society of PBC Agreement & Scope of Services
<input type="checkbox"/> Agreement	Pathway to Prosperity Agreement & Scope of Services

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**RESOLUTION R18-**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENTS AS ADOPTED IN THE FIVE YEAR CONSOLIDATED/ONE YEAR ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, as a recipient of Community Development Block Grant funds from the US Department of Housing and Urban Development (HUD), the City of Boynton Beach has submitted its Five Year Consolidated /One Year Action Plan on August 15, 2017; and

**WHEREAS**, City Staff is recommending to enter into Agreements with five qualified sub-recipients, who have previously submitted all necessary documentation required, including budgets, scopes of services, and timelines for performance.

**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 Agreements between the City of Boynton Beach, Florida and sub-recipients, as follows:

- |   |              |
|---|--------------|
| 1. Aid to Victims of Domestic Abuse, Inc.                 | \$ 10,000.00 |
| 2. Boynton Beach Faith Based Community Development Corp   | \$100,000.00 |
| 3. Community Caring Center of Greater Boynton Beach, Inc. | \$ 43,240.00 |
| 4. Pathways to Prosperity, Inc.                           | \$ 20,000.00 |



30 5. Legal Aid Society of Palm Beach County, Inc. \$ 4,000.00  
31 Section 3. This Resolution will become effective immediately upon passage.

32 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

33  
34 CITY OF BOYNTON BEACH, FLORIDA

35		YES	NO
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37			
38	Mayor – Steven B. Grant	_____	_____
39			
40	Vice Mayor – Justin Katz	_____	_____
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42	Commissioner – Mack McCray	_____	_____
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44	Commissioner – Christina L. Romelus	_____	_____
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46	Commissioner – Joe Casello	_____	_____
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49 VOTE \_\_\_\_\_

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51 ATTEST:

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55 Judith A. Pyle, CMC  
56 City Clerk

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60 (City Seal)  
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FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and AID TO VICTIMS OF DOMESTIC ABUSE, INC. hereinafter referred to as "the SUBRECIPIENT," having its principal office at Post Office Box 6161, Delray Beach, Florida 33482 and its Federal Tax Identification number as 59-2486620.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and AID TO VICTIMS OF DOMESTIC ABUSE, INC.

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I  
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "CDBG" means Community Development Block Grant program.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.
- 1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.5 "OMB" means Office of Management and Budget.
- 1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

- 1.7 Property:
- a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
  - b. "Personal Property" means personal property of any kind except real property.
  - c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
  - d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II  
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III  
FUNDING AND METHOD OF PAYMENT

- 3.1 The SUBRICIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRICIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.
- 3.2 The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000) for the period of October 1, 2017 through September 30, 2018. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.
- 3.3 Release of funds will be subject to approval of Community Improvement Manager.

ARTICLE IV  
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2017 to September 30, 2018.

ARTICLE V  
SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of CDBG funds,
- b. failure to comply with the Statement of Work or terms of this Agreement,
- c. failure to submit reports as required,
- d. submittal of materially incorrect or incomplete reports,
- e. failure to comply with any additional conditions that may be imposed by HUD.

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.
- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI  
RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement. Further budget changes within the designated contract amount can be approved in writing by the Director of Development, or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.

## ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

## ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

## ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, and access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

- a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
- b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be

excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

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The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

- a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
- c. Applicable provisions of 24 CFR 570.502.

9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

- 9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
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- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance and Indemnification: The SUBRECIPIENT recognizes that it is an Independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRECIPIENT shall indemnify and save the City harmless from any and all claims, losses damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes be waived.

At all times during the terms of this Agreement, The SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than \$1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRECIPIENT shall provide for thirty (30) days notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of \$25,000 shall be either:

- a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
- b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for \$25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.



All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain

such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

- 9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.
- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.16 Inspector General:

SUBRECIPIENT 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 Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

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WITNESSES:

AID TO VICTIMS OF DOMESTIC  
ABUSE, INC

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

\_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me.

NOTARY PUBLIC

Sign \_\_\_\_\_

Print \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

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

BY: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

Aid to Victims of Domestic Abuse, Inc.  
Itemized Budget and Scope of Services  
City of Boynton Beach CDBG Grant  
Fiscal Year 2017-18

Itemized Budget

ITEMIZED PROPOSED USE OF CDBG FUNDS

\$ 9,000 SALARIES

\$ 1,000 BENEFITS

\$10,000 TOTAL

Scope of Services

<u>PROPOSED OBJECTIVES</u>	<u>UNIT OF MEASUREMENT</u>
PROVIDE CLASSROOM PRESENTATIONS (2-5 SESSIONS PER CLASSROOM)	1,200 STUDENTS; A MINIMUM OF 167 FROM THE MUNICIPALITY OF BOYNTON BEACH;
PROVIDE SAFETY PLANNING	ALL STUDENTS ATTENDING PRESENTATIONS
PROVIDE ADVANCED, INTENSIVE CURRICULA WITH COMMUNITY IMPACT PROJECTS (1X/WEEK FOR THE SCHOOL YEAR)	84 STUDENTS; 17 FROM MUNICIPALITY OF BOYNTON BEACH
ASSESS EFFECTIVENESS OF PROGRAM	STUDENT EVALUATION, TEACHER EVALUATION, OBSERVATION, PRE-POST SURVEYS, INDIVIDUAL DATA RECORDS

FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and.

COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, INC

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, INC., hereinafter referred to as "the SUBRECIPIENT," having its principal office at 145 N.E. 4<sup>th</sup> Avenue, Boynton Beach, Florida 33435 and its Federal Tax Identification Number as 65-0447796.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I  
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "CDBG" means Community Development Block Grant program.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.
- 1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.5 "OMB" means Office of Management and Budget.
- 1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

- 1.7 Property:
- a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
  - b. "Personal Property" means personal property of any kind except real property.
  - c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
  - d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II  
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III  
FUNDING AND METHOD OF PAYMENT

- 3.1 The maximum amount payable by the CITY under this Agreement will be Forty Three Thousand Two Hundred Forty 00/100 (\$43,240.00) for the period of October 1, 2017 through September 30, 2018. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period of funds is subject to the approval of the Community Improvement Manager.
- 3.2 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.
- 3.3 Release of funds shall be subject to approval of Community Improvement Manager.

ARTICLE IV  
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2017, to September 30, 2018.

ARTICLE V  
SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of CDBG funds,
- b. failure to comply with the Statement of Work or terms of this Agreement,
- c. failure to submit reports as required,
- d. submittal of materially incorrect or incomplete reports,
- e. failure to comply with any additional conditions that may be imposed by HUD.

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI  
RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

## ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

## ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

## ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

- a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
- b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.



- 9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.
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The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

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Section 3 Clause

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- b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the

regulations in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- 9.8 Insurance: The SUBRECIPIENT recognizes that it is an Independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRICIPIENT. The SUBRICIPIENTS' aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived.

At all times during the terms of this Agreement, the SUBRICIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be an amount of not less than \$1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation or workers compensation for your employees to statutory limits. The SUBRICIPIENT shall provide for thirty (30) days' notice of cancellation, non-renewal, or any adverse change in coverage.

- 9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of \$25,000 shall be either:
- a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
  - b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for \$25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or

regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.
- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

6.17 Inspector General:

SUBRECIPIENT 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 Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

WITNESSES:

COMMUNITY CARING CENTER OF  
GREATER BOYNTON BEACH, INC.

\_\_\_\_\_  
Print \_\_\_\_\_

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

\_\_\_\_\_  
Print \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me.

NOTARY PUBLIC

Sign \_\_\_\_\_

Print \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

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

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

Approved as to form:

\_\_\_\_\_  
City Attorney

COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, Inc.  
EXHIBIT A  
WORK NARRATIVE

I. The Agency agrees, within the time line of October 1, 2017 through September 30, 2018, to provide the following services:

- A. Provide emergency Food Pantry at the Community Caring Center Office
- B. Provide Emergency Disaster Assistance: Pre-Post-activity, as needed
- C. Provide Financial Aid for the following: (amount of assistance depends on funds available)
  - Emergency transportation assistance for frail and elderly clients
  - Utility Bill and Rent/Mortgage Assistance
  - Prescription and Medication assistance
- D. Senior, frail & elderly Care Giving Program
- E. Referral Services for homeless, job placement and tax information
- F. On-line application assistance to State of Florida access for SSI, food stamps, prescription drugs and disability
- G. Provide health related classes for nutrition edu and chronic illness management
- H. Report the receipts of any income earned by the Agency to the CID Manager within five (5) working days before the receipt of income. Any income earned by the agency will be considered program income and will be subject to CID and HUD regulations and this agreement.

II. The City Agrees or the following budget items:

A. Reimburse the Agency for the following budget items:

Salaries .....	\$34,240
Insurance .....	\$ 4,000
Audit .....	<u>\$ 5,000</u>
<b>TOTAL .....</b>	<b>\$43,240</b>



FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and

BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION. hereinafter referred to as "the SUBRECIPIENT," having its principal office at 2191 N. Seacrest Boulevard, Boynton Beach, Florida 33435 and its Federal Tax Identification number as 65-0971509.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION.

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I  
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "CDBG" means Community Development Block Grant program.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.
- 1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.5 "OMB" means Office of Management and Budget.
- 1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

- 1.7 Property:
- a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
  - b. "Personal Property" means personal property of any kind except real property.
  - c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
  - d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II  
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III  
FUNDING AND METHOD OF PAYMENT

- 3.1 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.
- 3.2 The maximum amount payable by the CITY under this Agreement will be One Hundred Thousand Dollars and 00/100 (\$100,000) for the period of October 1, 2017 through September 30, 2018. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period of funds is subject to the approval of the Community Improvement Manager.
- 3.3 Release of funds shall be subject to approval of Community Improvement Manager.

ARTICLE IV  
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2017, to September 30, 2018.

ARTICLE V  
SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of CDBG funds,
  - b. failure to comply with the Statement of Work or terms of this Agreement,
  - c. failure to submit reports as required,
  - d. submittal of materially incorrect or incomplete reports,
  - e. failure to comply with any additional conditions that may be imposed by HUD.
- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.
- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI  
RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

## ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

## ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

## ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, and access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

- a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
- b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be

excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

9.4 Audits: Nonprofit organizations that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

- a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
- c. Applicable provisions of 24 CFR 570.502.

9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

- 9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.



- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRECIPIENT recognizes that it is an Independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRECIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRECIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRECIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT'S aforesaid indemnity and hold harmless obligations or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived.

At all times during the terms of this Agreement, the SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than \$1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRECIPIENT shall provide for thirty (30) days' notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of \$25,000 shall be either:

- a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
- b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for \$25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain

such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

- 9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information

technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.17 Inspector General:

SUBRECIPIENT 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 Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

WITNESSES:

BOYNTON BEACH FAITH-BASED  
COMMUNITY DEVELOPMENT CORP

\_\_\_\_\_  
Print \_\_\_\_\_

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

\_\_\_\_\_  
Print \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me.

NOTARY PUBLIC  
Sign \_\_\_\_\_

Print \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

CITY OF BOYNTON BEACH, FLORIDA  
By: \_\_\_\_\_  
Mayor

Approved as to form:  
\_\_\_\_\_  
City Attorney

**BOYNTON BEACH FAITH BASED CDC  
City of Boynton Beach CDBG Grant  
Fiscal Year 2017-18  
Budget and Scope of Services**

**Itemized Budget**

Executive Director -----	\$15,000.00
Project Manager -----	15,000.00
Homebuyer Coordinator Salary-----	28,000.00
Administrative Assistant -----	12,000.00
Benefits/FICA Medicaid -----	5,400.00
Health Insurance -----	4,600.00
Accounting/Bookkeeping -----	<u>20,000.00</u>
<b>TOTAL -----</b>	<b>\$100,000.00</b>

**Scope of Services**

- A. Complete pre-purchase Homebuyer Counseling for a minimum of 150 prospective homebuyers.
- B. Acquire, renovate/construct, and sell or lease four (4) vacant/abandoned properties to low-to-moderate income families.
- C. Identify and secure 5 vacant lots within the Heart of Boynton (HOB) redevelopment area through donations/purchase from the City/CRA to construct 5 affordable housing units.
- D. Complete construction and sale of not less than five (5) new affordable homes.
- E. Secure construction financing for new home construction project.
- F. Secure eligible buyers, market and sell all units developed (existing and new) to eligible homebuyers.



FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and.

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC., hereinafter referred to as "the SUBRECIPIENT," having its principal office at 423 Fern Street, Suite 200, West Palm Beach, Florida 33401, and its Federal Tax Identification Number as 59-6046994.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I  
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "CDBG" means Community Development Block Grant program.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.
- 1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.5 "OMB" means Office of Management and Budget.
- 1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.
- 1.7 Property:

- a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. "Personal Property" means personal property of any kind except real property.
- c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II  
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III  
FUNDING AND METHOD OF PAYMENT

- 3.1 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.
- 3.2 The maximum amount payable by the CITY under this Agreement will be Four Thousand Dollars and 00/100 (\$4,000.00) for the period of October 1, 2017 through September 30, 2018. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.
- 3.3 Release of funds is subject to the approval of the Community Improvement Manager.

ARTICLE IV  
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2017 to September 30, 2018.

ARTICLE V  
SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of CDBG funds,
- b. failure to comply with the Statement of Work or terms of this Agreement,
- c. failure to submit reports as required,
- d. submittal of materially incorrect or incomplete reports,
- e. failure to comply with any additional conditions that may be imposed by HUD.

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI  
RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

## ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

## ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

## ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

- a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
- b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.
- 9.4 Audits: Nonprofit organizations that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
  - b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
  - c. Applicable provisions of 24 CFR 570.502.

- 9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

- 9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations



in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRICIPIENT recognizes that it is an independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating this Agreement, and shall pay all costs and judgments which may result. In particular, the SSUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 728.28, Florida Statutes, be waived. At all times during the terms of this Agreement, the SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage, contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than \$1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRECIPIENT shall provide for thirty (30) days notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of \$25,000 shall be either:

- a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
- b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for \$25,000 or less shall be disposed of,

at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

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9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the

contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

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SUBRECIPIENT 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 Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

WITNESSES:

LEGAL AID SOCIETY OF PALM BEACH  
COUNTY, INC.

\_\_\_\_\_  
Print \_\_\_\_\_

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

\_\_\_\_\_  
Print \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me.

NOTARY PUBLIC

Sign \_\_\_\_\_

Print \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

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

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

Approved as to form:

\_\_\_\_\_  
City Attorney



# LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

423 FERN STREET, SUITE 200, WEST PALM BEACH, FL 33401

Ph: (561) 655-8944 • Fax: (561) 655-5269 • 1-800-403-9353 (South & West County ONLY)

[www.legalaidpbc.org](http://www.legalaidpbc.org)

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**Administrator**  
Michael Spillane

**Director of Development**  
Harreen Bertisch

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January 2, 2018

Octavia Sherrod  
City Of Boynton Beach  
100 East Boynton Beach Blvd.  
Boynton Beach, FL 33425

## Re: Scope of Services

Dear Ms. Sherrod:

Thank you for the opportunity to serve the residents of Boynton Beach under the CDBG program. I have outlined our services below:

- Legal Aid Society will provide advice, counsel, and/or representation for at least seven (7) residents of Boynton Beach with landlord tenant matters, fair housing enforcement and foreclosure prevention services.
- Legal Aid Society will conduct a minimum of three (3) workshops on landlord tenant issues, fair housing laws, or foreclosure prevention issues.

If you have any questions or require additional information, please feel free to contact our office 561-655-8944 ext. 296.

Sincerely,

Tequisha Myles

Supervising Attorney

Fair Housing and Elder Law Projects





FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and.

PATHWAYS TO PROSPERITY

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and PATHWAYS TO PROSPERITY hereinafter referred to as "the SUBRECIPIENT," having its principal office at 970 N. Seacrest Blvd., Boynton Beach, Florida 33435 and its Federal Tax Identification Number as 27-3550271.

WITNESSETH:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I  
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "CDBG" means Community Development Block Grant program.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.
- 1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.5 "OMB" means Office of Management and Budget.
- 1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.
- 1.7 Property:

- a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. "Personal Property" means personal property of any kind except real property.
- c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II  
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III  
FUNDING AND METHOD OF PAYMENT

- 3.1 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.
- 3.2 The maximum amount payable by the CITY under this Agreement will be Twenty Thousand Dollars and 00/100 (\$20,000.00) for the period of October 1, 2017 through September 30, 2010. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.
- 3.4 Release of funds is subject to the approval of the Director of Community Improvement.

ARTICLE IV  
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2017, to September 30, 2018.

ARTICLE V  
SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of CDBG funds,
- b. failure to comply with the Statement of Work or terms of this Agreement,
- c. failure to submit reports as required,
- d. submittal of materially incorrect or incomplete reports,
- e. failure to comply with any additional conditions that may be imposed by HUD.

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI  
RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

## ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

## ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

## ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

- a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
- b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.
- 9.4 Audits: Nonprofit organizations that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
  - b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
  - c. Applicable provisions of 24 CFR 570.502.

- 9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

- 9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations



in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- 9.8 Insurance: The SUBRECIPIENT recognizes that it is an independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived.

At all times during the terms of this Agreement, The SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than \$1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRICIPIENT shall provide thirty (30) days' notice of cancellation, non-renewal, or any adverse change in coverage.

- 9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of \$25,000 shall be either:
- a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
  - b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for \$25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations,

or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.
- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.17 Inspector General:

SUBRECIPIENT 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 Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

WITNESSES:

PATHWAYS TO PROSPERITY.

\_\_\_\_\_  
Print \_\_\_\_\_

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

\_\_\_\_\_  
Print \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me.

NOTARY PUBLIC

Sign \_\_\_\_\_

Print \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

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

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

Approved as to form:

\_\_\_\_\_  
City Attorney



**CIRCLES PALM BEACH COUNTY  
BOYNTON BEACH  
WORK NARRATIVE**

**I.** The Agency agrees, within the time line of October 1, 2017 through September 30, 2018, to provide the following services:

- A. Interview and Recruit Circle Leaders
- B. Begin Circle Leader Training Classes (12-15 weeks)
- C. Recruit & Train Allies (Volunteer Mentors)
- D. Circle Leader Graduation Ceremony
- E. Circle Leader and Ally Matching Training
- F. Host Weekly Meetings

**II.** The City Agrees to:

- A. Reimburse the Agency for the following budget items:  
Salaries..... \$20,000.00

**TOTAL..... \$20,000.00**

- A. Provide technical assistance to ensure compliance with CID, U.S. HUD and applicable Federal, State and City regulations to this Agreement.
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by CID, be conducted by CID staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner and verify the accuracy of reporting to CID on program activities.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-011** - Approve utilizing the City of Tallahassee Contract # 3806 with Gall's for the purchase of uniforms for Police with an estimated annual expenditure of \$95,000. Authorize the City Manager to sign a contract with Gall.

---

**EXPLANATION OF REQUEST:**

Contract Term: October 15, 2016 to October 14, 2019

This approval will allow for the purchase of uniforms for the City's Police Department. This contract will work in addition with the currently piggy backed contract, Broward Sheriff's Office Contract # 14036AG, to offer access to a larger group of manufacturers.

Gall's purchased Azar's Uniforms and assumed control of the contract.

The City of Tallahassee procurement process satisfies the City's competitive bid requirements.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** This will enable Police Officers to be outfitted with uniforms.

**FISCAL IMPACT:** Budgeted

Funds are budgeted and available for accounts 001-2110-521-5222 / 001-2111-521-5222 / 001-2112-521-5222 for the amount of \$95,000.

FY 15/16 expenditures were \$86,246.34

FY 16/17 expenditures were \$102,705.85

FY 17/18 current to date expenditures are \$39,388.22

**ALTERNATIVES:** To not approve utilizing only the current piggy-back contract.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving piggy-back City of Tallahassee Contract and approving City Manager to sign Contract with Galls
▣ Contract	City Contract with Galls
▣ Addendum	Contract
▣ Addendum	Pricing
▣ Addendum	Bill of Sale and Assignment



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13               **WHEREAS**, City staff has confirmed that the procurement process of the City of  
14 Tallahassee meets or exceeds that of the City of Boynton Beach’s requirements; and

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the piggy-back of a City of Tallahassee Contract No. 3806 for the purchase of Uniforms for Police personnel with the same terms, conditions, specifications and pricing with an estimated annual expenditure of \$95,000.

C:\Program Files (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\7F720437-6C89-4648-8041-A35230E9D65A\Boynton Beach.8504.1.Piggy-Back (Gall For Police Uniforms) - Reso.Doc

30           Section 4.       That this Resolution shall become effective immediately.

31           **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

32

33

CITY OF BOYNTON BEACH, FLORIDA

34

35

YES    NO

36

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Mayor – Steven B. Grant

\_\_\_\_\_

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Vice Mayor – Justin Katz

\_\_\_\_\_

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Commissioner – Mack McCray

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Commissioner – Christina L. Romelus

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Commissioner – Joe Casello

\_\_\_\_\_

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VOTE

\_\_\_\_\_

49

50   ATTEST:

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\_\_\_\_\_  
Judith A. Pyle, CMC

55

City Clerk

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59

(Corporate Seal)

## CONTRACT FOR UNIFORMS FOR POLICE PERSONNEL

This Contract is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between GALLS, LLC., a foreign limited liability company authorized to do business in the State of Florida, with offices at 1340 Russell Cave Road, Lexington, KY 40505 (“GALLS”), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with an address at 100 East Boynton Beach Boulevard, Boynton Beach, FL 33435 (the “City”).

### RECITALS

**WHEREAS**, new and replacement uniforms are required for the City’s Police Department personnel; and

**WHEREAS**, the City is utilizing the City of Tallahassee Contract #3806 with GALLS to provide uniforms for police in the estimated annual expenditure of \$95,000; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Contract.

Section 2. The City and GALLS agree that GALLS shall provide uniforms for police in the estimated annual expenditure of \$95,000 based on the City of Tallahassee Contract No. 3806, a copy of which is attached hereto as Exhibit “A”, except as hereinafter provided:

A. All references to City of Tallahassee shall be deemed as references to the City of Boynton Beach.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager  
City of Boynton Beach  
100 East Boynton Beach Boulevard  
Boynton Beach, Florida 33435  
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney  
Goren, Cherof, Doody & Ezrol, PA.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, FL 33308  
Telephone: (954) 771-4500  
Facsimile: (954) 771-4923

C. The venue of any action taken to enforce this Contract shall be in Palm Beach County, Florida and this Contract shall be interpreted under the laws of the State of Florida.

Section 3. In the event that the City of Tallahassee Contract is amended, or terminated, GALLS shall notify the City within ten (10) days. In the event the City of Tallahassee Contract is amended or terminated prior to its expiration, this Contract shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. GALLS agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the City of Tallahassee, Contract No. 3806 are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.



**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Lori LaVerriere, City Manager

\_\_\_\_\_  
Judith A. Pyle, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James A. Cherof, City Attorney

GALLS, LLC.

WITNESSES:

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
CORPORATE SECRETARY

## **EXHIBIT A**

### **AGREEMENT BETWEEN CITY OF TALLAHASSEE AND GALLS**

October 25, 2016

Vendor: Azar's Uniforms, Inc.  
3710 NW Passage  
Tallahassee, FL 32303-7803

Contract documents have now been executed by all parties and we are enclosing an original copy for your files.

Project: Police Uniforms and Emblems  
IFB No. 0103-16-KM-BC  
Contract No. 3806

If you have any questions, please contact Susan Myers of our office at (850-891-8799).

# CONTRACT

## Between the City of Tallahassee ("City) and Azar's Uniforms, Inc. ("Contractor")

**CONTRACT NO. 3806**

**SUBJECT OF CONTRACT:** Police Uniforms & Emblems

**CONTRACT AMOUNT:**

☐ Exact Amount: \$ \_\_\_\_\_

☐ Not To Exceed (NTE): \$ \_\_\_\_\_

☐ Estimate Only (EST):

☐ Exact Amount: \$ \_\_\_\_\_  
(Subject to allowed adjustments as  
specified elsewhere in the contract.)

**LINE ITEMS AWARDED:** ALL

**CONTRACT TERM:**

The performance period ("Term") of the resultant contract will be as follows:

(a) Basic Term: Three Years, effective October 15, 2016 through October 14, 2019.

(b) Permitted, but Not Exercised Extension Period(s): Two (2) additional One Year Extensions

<b>CONTACT PERSONNEL</b>	
Contract Administrator: Keith Milton Telephone Number: (850) 891-8289 Fax Number: (850) 891-0967, 8796, or 8788 Email: keith.milton@talgov.com	Technical Representative: Randy Barr Telephone Number: (850) 891- 4236 Fax: (850) 891- 4242 Email: randy.barr@talgov.com
<b>FOR CITY OF TALLAHASSEE INTERNAL USE ONLY</b>	
<b>Type of Contract (Check One)</b> <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Fixed Price w/Economic Price Adjustment  <b>Type of Quantity Delivery (Check One)</b> <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input checked="" type="checkbox"/> Requirements	<b>Type of Contract Award (Check One)</b> <input checked="" type="checkbox"/> Single Award <input type="checkbox"/> Split Award <input type="checkbox"/> Multiple Award
<b>Approval Level:</b> _____ <b>Approval Date:</b> _____	



## **TABLE OF CONTENTS**

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order:

<b>INCLUDED</b>	<b>DESCRIPTION</b>
Contract Cover (Pages 1 and 2)	Contract Between the City and Contractor
Section 1	Price Schedule
Section 2	Representations/Certifications
Section 3	Statement of Work/Specifications
Section 4	Contract Management
Section 5	Miscellaneous Contract Clauses
Section 6	Attachments to Contract

## **CERTIFICATION OF CONTRACTOR**

In response to the solicitation, I, the undersigned representative of the named contractor, hereby certify and represent as follows --

1. That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
2. That I am duly authorized by the named contractor to execute the bid and associated contract intending to bind the contractor to the City as stated in those documents; and
3. That, if awarded the subject contract, the contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

## **CONTRACT EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this contract.

### **City of Tallahassee**

(By)   
(Signature)

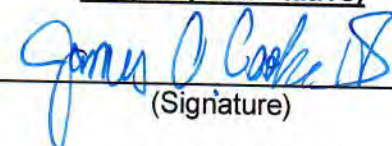
Andre Libroth  
Manager for Procurement Services

### **Contractor**

(By)   
(Signature)

Misty Clark, Store Manager, 8/17/2016  
(Print/Type Name, Title and Date)


### **Attest** **(City Representative)**

(By)   
(Signature)

James O. Cooke, IV  
City Treasurer-Clerk

10/24/16  
Execution Date

### **Approved As To Form:** **(City Attorney)**

(By)   
(Signature)

Patrick E. Hurley, Senior Assistant City Attorney  
(Print/Type Name, Title and Date)





## SECTION 1 - PRICE SCHEDULE

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

**Bidder Name:** Azar's Uniforms, Inc.

### THE CONTRACTOR AGREES --

To furnish the below listed items of supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

### PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, etc, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that—

- (1) The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The prices set forth in the price schedule will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.
- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (4) Bidders must submit bids based on the bidding requirements/specifications in this IFB. Unless specifically requested in this solicitation, alternate or optional bids will not be considered for award and may render the entire submitted bid as non-responsive.

### CONTRACTOR PRICES

<u>NO.</u>	<u>Item Description</u> <u>(No Substitutions)</u>	<u>Est</u> <u>Annual</u> <u>Qty</u>	<u>Unit</u>	<u>YR 1</u> <u>UNIT</u> <u>PRICE</u>	<u>YR 2</u> <u>UNIT</u> <u>PRICE</u>	<u>YR 3</u> <u>UNIT</u> <u>PRICE</u>	<u>Items Total Years 1-3</u>	
<b>LOT</b> <b>1</b>	-	-	-	-	-	-	-	
1	SHIRT – Male & Female Long Sleeve Police uniform supershirt Dark Navy 011 (Blauer 8670 w/ TPD Shoulder patch & chevron on both sleeves and longevity emblems on sleeve where applicable.	550	EA	\$51.00	\$52.58	\$54.26	\$157.84	
2	*SHIRT – Male & Female Short Sleeve Supershirt Dark Navy 011 (Blauer 8675 w/ TPD Shoulder patch & chevron on both sleeves where applicable	675	EA	\$47.00	\$48.45	\$50.00	\$145.45	



3	Trousers Male & Female Police 6 Pocket Uniform trousers Dark Navy 011 Blauer 8657)	492	EA	\$51.75	\$53.35	\$55.05	\$160.15
4	Trousers Male & Female Police 4 Pocket Uniform trousers Dark Navy 011 Blauer 8650)	380	EA	\$40.25	\$41.49	\$42.82	\$124.56
5	CAPS, Uniform, Midway Dress Cap #504)	85	EA	\$43.00	\$44.33	\$45.74	\$133.07
6	REVERSIBLE RAINCOAT Black/HI VIS Yellow 733 Blauer _____/____	175	EA	\$161.75	\$166.75	\$172.07	\$500.57
Lot 2							
7	BREECHES - Custom Motorcycle Breeches ARGO #CMT/NV U/P)	25	EA	\$215.50	\$222.16	\$229.26	\$666.92

Lot 3

8	JACKETS – Waterproof systems shell jacket navy 011 Spiewak S3616 with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	250	EA	\$117.50	\$121.13	\$125.00	\$363.63
9	Public safety Fleece Navy 011 Spiewak S327 with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	145	EA	\$94.50	\$97.42	\$100.53	\$292.45
10	VEST – Public safety vest ANSI/SEA 207-2006 compliant Spiewak S912	175	EA	\$35.75	\$36.86	\$38.03	\$110.64

Lot 4

11	BATTLE DRESS UNIFORM (BDU) Tactical Shirts and with Name Tags CAMMO, #8415) with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	125	EA	\$32.75	\$33.76	\$34.84	\$101.35
12	BATTLE DRESS UNIFORM (BDU) Tactical Trouser CAMMO #8415)	125	EA	\$29.75	\$30.67	\$31.65	\$92.07
13	SHIRT - Long Sleeve Battle Dress Shirts with sewn on Name Tag and Unit ID (K-9), Brigade Quartermaster #CCS25-04) with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	30	EA	\$35.75	\$36.86	\$38.03	\$110.64



14	SHIRT - Short Sleeve Battle Dress Shirts with sewn on Name Tag and Unit ID (K-9), <i>Brigade Quartermaster #CCS9-04</i> with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	30	EA	\$32.75	\$33.76	\$34.84	\$101.35
Lot 5							
15	BIKE JACKETS <i>Mocean Jacket 6070</i> with TPD shoulder patch, police badge & chevron on both sleeves where applicable. Sewn on badge /	5	EA	\$145.25	\$149.74	\$154.52	\$449.51
16	BIKE SHORT SLEEVE Shirt <i>TACLITE PRO 71175 and 71175T</i> with TPD shoulder patch, police badge & chevron on both sleeves where applicable. Sewn on Badge and Name Tag	15	EA	\$53.50	\$55.15	\$56.91	\$165.56
17	Bike Cycling Shorts – <i>TACLITE 73287 and 73827L</i>	30	EA	\$41.50	\$42.78	\$44.15	\$128.43
18	Bike <i>Taclite Pro 11 inch Shorts 73308</i>	10	EA	\$41.50	\$42.78	\$44.15	\$128.43
19	Bike <i>Taclite Pro Pant 72473 and 72473L</i>	10	EA	\$43.50	\$44.85	\$46.28	\$134.63
Lot 6							
20	Police Officer Shoulder Embroidered Patch as per specifications (Black & Blue)	per	EA	\$1.33	\$1.37	\$1.41	\$4.11
21	Civilian Unit Shoulder Emblem as per specifications	per	EA	\$2.24	\$2.31	\$2.38	\$6.93
22	Chevrons as per specifications	per	EA	\$1.30	\$1.34	\$1.38	\$4.02
23	Longevity Emblems, <i>As Per Specifications</i>	per	EA	\$1.28	\$1.32	\$1.36	\$3.96
24	<i>Blackington J2-S Name Tags</i>	per	EA	\$14.00	\$14.43	\$14.89	\$43.32
25	Serving Since Pins <i>Blackington B1693</i> )	per	EA	\$10.25	\$10.57	\$10.90	\$31.72
26	Special Unit Patches	per	EA	\$2.68	\$2.76	\$2.85	\$8.29
27	Cadet Cloth Badge	per	EA	\$1.37	\$1.41	\$1.46	\$4.24
28	TPD Cloth Badge	per	EA	\$1.44	\$1.48	\$1.53	\$4.45
Lot 7							
29	Command Staff Dress Coats <i>Flying Cross by Fechheimer 34891</i> with TPD Shoulder Patches and emblems	3	EA	\$298.50	\$307.73	\$317.55	\$923.78



30	Command Staff Long Sleeve White Shirt Flying Cross by Fechheimer 33W7800Z with TPD Shoulder Patches & longevity emblems	3	EA	\$47.25	\$48.71	\$50.27	\$146.23
31	Command Staff Dress Men Trousers Flying Cross by Fechheimer 34291	3	EA	\$86.50	\$89.18	\$92.02	\$267.70
32	Command Staff Long Sleeve Navy Shirt Flying Cross by Fechheimer 34W7886Z with TPD Shoulder Patches and longevity stripes	12	EA	\$50.25	\$51.80	\$53.46	\$155.51
33	Command Staff Short Sleeve Navy Shirt Flying Cross by Fechheimer 87R7886Z with TPD Shoulder Patches	20	EA	\$34.75	\$35.82	\$36.97	\$107.54
34	Command Staff Men Navy Trousers Flying Cross by Fechheimer 3900	21		\$37.75	\$38.92	\$40.16	\$116.83
35	Command Staff Dress Women's Ladies Trousers Flying Cross by Fechheimer 35291	3	EA	\$86.50	\$89.18	\$92.02	\$267.70
36	Command Staff Dress Women's White Long Sleeve Flying Cross by Fechheimer 126R7800Z with TPD Patches and longevity emblems	1	EA	\$46.75	\$48.20	\$49.73	\$144.68
37	Command Staff Women's Long Sleeve Navy Shirt, Flying Cross by Fechheimer 127R7886Z with TPD Shoulder Patches and longevity emblems	3	EA	\$39.25	\$40.46	\$41.76	\$121.47
38	Command Staff Women's Short Sleeve Navy Short, Flying Cross by Fechheimer 177R7886Z with TPD Shoulder Patches	5	EA	\$34.75	\$35.82	\$36.97	\$107.54
39	Command Staff Women's Uniform Trousers Navy Flying Cross by Fechheimer 3933	5	EA	\$37.75	\$38.92	\$40.16	\$116.83
40	Honor Guard Men Coat Flying Cross by Fechheimer 38800 . with TPD Shoulder Patches	3	EA	\$219.50	\$226.29	\$233.51	\$679.30
41	Honor Guard Long Sleeve Shirt Flying Cross by Fechheimer UD12021 with TPD Shoulder Patches	3	EA	\$35.00	\$36.08	\$37.23	\$108.31



42	Honor Guard Colonial Dress Blue Trousers, Item # RC-AR/M3PB/NB-54B	3	EA	\$101.75	\$104.90	\$108.24	\$314.89
43	Crossing Guard Women Long Sleeve Flying Cross by Fechheimer 126R7845 with TPD Shoulder Patches	30	EA	\$46.75	\$48.20	\$49.73	\$144.68
44	Crossing Guard Women Short Sleeve Flying Cross by Fechheimer 176R7845 with TPD Shoulder Patches	45	EA	\$41.25	\$42.53	\$43.88	\$127.66
45	Crossing Guard Men Long Sleeve Flying Cross by Fechheimer 35W7845 with TPD Shoulder Patches	75	EA	\$46.75	\$48.20	\$49.73	\$144.68
46	Crossing Guard Men Short Sleeve Flying Cross by Fechheimer 85R7845Z with TPD Shoulder Patches	100	EA	\$42.25	\$43.56	\$44.95	\$130.76
	<b>ANNUAL TOTALS</b>			<b>\$ 2,684.69</b>	<b>\$2,767.70</b>	<b>\$ 2,856.02</b>	<b>Enter Below</b>
<b>GRAND TOTAL AMOUNT OF ALL ITEMS OFFERED (YEARS 1 – 3)</b>						<b>\$ 8,308.41</b>	
Annual optional year(s) escalation rate: Indicate annual escalation rate in percent to the tenth place (Example: 1.5%). Rate increase will be used throughout items for each option year taken.							<b>3.0 %</b>

**NOTE:** \* Pricing shall include the cost of stitching City patch attachments with placement location as directed by TPD.

**\*\*** After receipt of order.

**(OPTIONAL)**

Percentage (%) Discount Off Catalog Prices

For miscellaneous Uniform items not listed above provide percentage discount from current Price List for each Brand Name Catalog. (Attach separate sheet if needed)

A.	% Discount Off	MSRP FOR BRANDS WE CARRY	Brand Name Catalog	Discount	20	%
B.	% Discount Off		Brand Name Catalog	Discount		%

ADDITIONAL COMMENTS/REQUIREMENTS:

**AWARD WILL BE BASED ON ITEMS GROUPED AS FOLLOWS;** Lot 1: Blauer Uniforms Line items # 1 – 6; Lot 2: Motorcycle Uniform Line items # 7; Lot 3: Spiwak Jackets Line items # 8-10; Lot 4: Battle Dress Uniforms Line items # 11 – 14, Lot 5: Bike Uniforms Line items # 15 – 19, Lot 6: Patches/Pins Line items # 20 – 28; Lot 7: Fechheimer Uniforms Line items # 29 – 46,

ARO: AFTER RECEIPT OF ORDER. MAY BE USED AS AN AWARD FACTOR.

CITY OF TALLAHASSEE PURCHASING CREDIT CARD (P-CARD):

BIDDER CHECK ONE (✓): WILL ACCEPT ☒; WILL NOT ACCEPT ☐

NOTE: ABOVE UNIT PRICES MUST INCLUDE ANY P-CARD TRANSACTION PROCESSING FEE.



## **SECTION 2 - REPRESENTATIONS/CERTIFICATIONS**

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

Bidder Name: Azar's Uniforms, Inc.

### **2.1 MINIMUM BID ACCEPTANCE PERIOD**

- a. "Acceptance Period", as used in this solicitation, means the number of calendar days following the date on which bids are opened during which a bidder may not withdraw its bid, without consent of the City, and during which such bid is subject to acceptance by the City.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The City requires a minimum Acceptance Period of ninety (90) calendar days. In the space provided below, the bidder may specify a **LONGER** acceptance period than the City's minimum requirement.
- d. A bid allowing less than the City's minimum acceptance period will be rejected.
- e. The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within--
  - (1) The acceptance period stated in paragraph c of above; or
  - (2) Any longer acceptance period stated in paragraph d above.

**BIDDER OFFERS A LONGER ACCEPTANCE PERIOD: \_\_\_\_\_ CALENDAR DAYS.**

### **2.2 DISCOUNT FOR PROMPT PAYMENT**

Reference: Solicitation provision entitled, "**DISCOUNT FOR PROMPT PAYMENT**".

As an alternative to offering a prompt payment discount in conjunction with the bid, prompt payment discounts may be included on individual invoices submitted against the resultant contract.

**BIDDER'S OFFER: \_\_\_\_\_ PERCENT (%) \_\_\_\_\_ CALENDAR DAYS**

### **2.3 ACKNOWLEDGMENT OF ADDENDA TO THE SOLICITATION**

Reference: Solicitation provision entitled, "**ISSUANCE OF ADDENDA**".

NUMBER	DATED	NUMBER	DATED
Addendum No. 1	8/11/2016		

### **2.4 TAXPAYER IDENTIFICATION**

Bidder must submit a completed **Federal Form W-9** and submit it with this Section 2. The form may be downloaded from the Internal Revenue web site at [www.irs.gov](http://www.irs.gov).

### **2.5 OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)**

COMPANY NAME: Azar's Uniforms, Inc.

MAIL ADDRESS: 3710 NW Passage  
Tallahassee FL 32303-7803  
(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (850) 402-1133, EXTENSION: \_\_\_\_\_  
(Toll-Free Preferred) OTHER: ( ); FAX: (850) 514-8005

EMAIL ADDRESS: misty@azarsuniforms.com

WEBSITE URL: www.azarsuniforms.com

## **SECTION 2 - REPRESENTATIONS/CERTIFICATIONS**

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

### **2.6 PHYSICAL ADDRESS OF COMPANY (IF MAILING ADDRESS IS A POST OFFICE BOX)**

COMPANY NAME: Azar's Uniforms  
PHYSICAL ADDRESS: 3710 NW Passage  
Tallahassee FL 32303-7803  
(City) (State) (Zip Code+4)

### **2.7 COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)**

PERSON NAME: Misty Clark  
TELEPHONE NO: VOICE: (850) 402-1133, EXTENSION: 301  
(Toll-Free Preferred) OTHER: ( ); FAX: (850) 514-8005  
EMAIL ADDRESS: misty@azarsuniforms.com

### **2.8 PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.5, enter "Same as 2.5")**

NAME: Same as 2.5  
MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(City) (State) (Zip Code+4)  
TELEPHONE NO: VOICE: ( ), EXTENSION: \_\_\_\_\_  
(Toll-Free Preferred) OTHER: ( ); FAX: ( )  
EMAIL ADDRESS: \_\_\_\_\_

### **2.9 CONTACT FOR INVOICE INQUIRIES**

NAME: Misty Clark  
TELEPHONE NO: VOICE: (850) 402-1133, EXTENSION: 301  
(Toll-Free Preferred) OTHER: ( ); FAX: (850) 514-8005  
EMAIL ADDRESS: misty@azarsuniforms.com

### **2.10 WHERE TO SEND PURCHASE ORDER (if same as 2.5, enter "Same as 2.5")**

COMPANY NAME: Same as 2.5  
MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(City) (State) (Zip Code+4)



## **SECTION 3 – STATEMENT OF WORK/SPECIFICATIONS**

### **3.1 SCOPE**

The City of Tallahassee Police Department (TPD) is soliciting bids from qualified vendors to provide first quality, new uniforms and accessories per item description and specific Brand Name(s) – NO SUBSTITUTIONS ALLOWED, as indicated in contractors price page, Section 1, on an “as needed” basis for a three (3) year period with an option to renew for up to two (2) additional, one (1) year optional renewals. The estimated quantity is given only as a guideline for bid preparation and shall not guarantee the quantity that will actually be purchased.

All items, details of construction or features not specifically mentioned herein which are regularly furnished on listed clothing items and accessories shall be furnished at no additional cost.

### **3.2. GENERAL REQUIREMENTS**

3.2.1 Delivery shall be F.O.B. Destination, Freight Included to Police Headquarters located at 234 7<sup>th</sup> Avenue, Tallahassee, FL 32301.

The successful bidders shall ensure a proper fit for all employees. Upon request by the City, the successful bidders shall measure/fit employees at the employees' work sites, at no additional cost to the City, to obtain a proper fit for any employee experiencing problems with measuring and proper fit of the uniform items.

Upon initial contract commencement, measurements will be performed by the contractor within five (5) calendar days of request. Measurements by the successful bidders will be used to determine the standard size and proper fit by the successful bidder. Not applicable to line items 20 – 28.

3.2.2 **Sizing And Alterations** All clothing shall be furnished in sizes as required for proper fitting to the individual for whom they are intended. Vendor to size uniforms for the individual officers and alter as necessary at vendor's expense. Measurements of all uniformed personnel are to be taken by a qualified representative of the supplier. Measurements to be taken locally at a time and place specified by the City of Tallahassee Police Department. TPD Garments ordered for specific persons named on an order shall be provided appropriately sized to correctly fit the individual, but shall not be considered as made to measure or custom tailored except for the motorcycle breeches. The Successful Bidder must provide a full range of sizes of the garments specified by TPD.

3.2.3 **Samples – Emblems and Badges (See Exhibit A & B)** Bidders offering emblem and badge products should submit samples at no cost to the City of Tallahassee at the time of bid submission for evaluation. Each individual sample shall be labeled with bidder's name and item number referenced. Failure to provide samples may be reason for bid rejection. All samples shall become the property of the City of Tallahassee. TPD can provide existing product upon request.

**Post-Award:** After award, successful vendor shall furnish pre-production samples for approval by TPD before notice to complete delivery is given.



3.2.4 **Patches** Embroidered patches shall be supplied by the City to the vendor(s) and shall be sewn to sleeves of shirts and jackets in a manner consistent with industry standards and as required by TPD. The cost of patch attachment is to be included in the price of the shirts and jackets.

3.2.5 **Warranty - Clothing** The bidder shall fully warrant the items furnished against any defects in material or workmanship for a period of ninety (90) days. Should any defect be discovered within this period, the bidder shall repair or replace such item within 21 working days upon notification.

3.2.6 **Warranty – Emblems and Badges** The bidder shall fully warrant the items furnished against any defects in material or workmanship. In the event items supplied to the City by the bidder are found to be defective or do not conform to specifications, the City reserves the right to (a) cancel the order and return such items to the bidder at the bidder's expense and (b) require the bidder to replace the materials at the bidder's expense.

3.2.7.1 **Pressing And Packaging** Shirts and pants should be carefully pressed in a first class manner. Trousers must be pressed with side seam, inseam and seat seam pressed open. Items should be individually packed in polyethylene bags and shipped in strong containers to reduce the chance of damage during shipment.

3.2.8 **Acceptable Delivery Timeframes** Standard stock sizes of garments should be delivered to the Tallahassee Police Department within 21 working days from the date of order.

Tailored/altered garments should be delivered to the Tallahassee Police Department within 28 working days from the time alteration is ordered.

Backordered items shall be delivered within ten (10) working days from the backorder notification date.

3.3.1 **SPECIFICATIONS** It is the intent of these specifications to describe the minimum requirements for police uniforms to be purchased by TPD.

**MALE & Female L/S POLICE UNIFORM SUPERSHIRT**

Model: Blauer 8670 w/ TPD Shoulder patch & chevron on both sleeves and longevity emblems on sleeve where applicable. Color: Dark Navy (011)

**GENERAL:**

*All garment details not specifically described herein; tailoring, styling, construction, materials, and components must match the standard reference sample on file with the agency. Written specifications attempt to describe key requirements of a 3D garment and cannot do so adequately and therefore silence of the specifications does not absolve bidders from matching with precision the standard reference sample.*

**STANDARD SIZE RANGE:**

Men's: 14.5 – 20.5, (30-31), (32-33), (34-35), (36-37), (38-39) Sleeve Lengths

Women's: 30-54, Short and Regular Lengths

**MEASUREMENTS:**

Men's: Size 15.5, Regular

Neck: 16.75 (plus or minus 0.25 inches)

1/2 Chest: 23 (plus or minus 0.75 inches)

Back Length: 32.5 (plus or minus 0.5 inches)

Women's: size 36, regular

Neck: 15 (plus or minus 0.5 inches)

1/2 Chest: 20.875 (plus or minus 0.75 inches)

Back Length: 28.5 (plus or minus 0.5 inches)

**3.3.2 MALE & Female S/S SUPERSHIRT POLICE UNIFORM**

**Model: Blauer 8675 TPD Shoulder patch & chevron on both sleeves where applicable. Color: Dark Navy (011)**

**GENERAL:**

***All garment details not specifically described herein; tailoring, styling, construction, materials, and components must match the standard reference sample on file with the agency. Written specifications attempt to describe key requirements of a 3D garment and cannot do so adequately and therefore silence of the specifications does not absolve bidders from matching with precision the standard reference sample.***

**STANDARD SIZE RANGE:**

Men's: XS-3XL, Regular and Tall lengths

Women's: XS-2XL, Regular and Tall lengths

## MEASUREMENTS:

Men's: Size Medium, Regular

- a. Neck: 16.75 (plus or minus 0.5 inches)
- b. 1/2 Chest: 23 (plus or minus 0.75 inches)
- c. Back Length: 32.5 (plus or minus 0.5 inches)

Women's: Size 36, Regular

- a. Neck 17.25 (plus or minus 0.5 inches)
- b. 1/2 Chest: 20.5 (plus or minus 0.75 inches)
- c. Back Length: 29.5 (plus or minus 0.5 inches)



### 3.3.3 MALE & FEMALE POLICE 6 POCKET UNIFORM TROUSER

Model: Blauer 8657 Color: Dark Navy (011)

#### **GENERAL:**

*All garment details not specifically described herein; tailoring, styling, construction, materials, and components must match the standard reference sample on file with the agency. Written specifications attempt to describe key requirements of a 3D garment and cannot do so adequately and therefore silence of the specifications does not absolve bidders from matching with precision the standard reference sample.*

#### **STANDARD SIZE RANGE:**

Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 - 37

Women's: Regular Length: even dress sizes 6 – 24

#### **MEASUREMENTS:**

Men's: Regular Length: Waist Size 34:

- |    |                 |        |                  |
|----|-----------------|--------|------------------|
| a. | 1/2 Waist:      | 17.5   | (plus 0.25 inch) |
| b. | Seat:           | 22.375 | (plus 0.25 inch) |
| c. | 1/2 Knee:       | 10.625 | (plus 0.25 inch) |
| d. | 1/2 Bottom Leg: | 9      | (plus 0.25 inch) |
| e. | Inseam:         | 37     | (plus 0.50 inch) |
| f. | Front Rise:     | 10     | (plus 0.25 inch) |
| g. | Back Rise:      | 15.5   | (plus 0.25 inch) |

Women's: Regular Length: Dress Size 12

- |    |                        |        |                             |
|----|------------------------|--------|-----------------------------|
| a. | 1/2 Waist (Relaxed):   | 17.5   | (plus 0.25 inches)          |
| b. | 1/2 Waist (Stretched): | 18.5   | (plus 0.25 inches)          |
| c. | Seat:                  | 22.25  | (plus or minus 0.25 inches) |
| d. | 1/2 Knee:              | 10.312 | (plus or minus 0.25 inches) |
| e. | 1/2 Bottom Leg:        | 8.875  | (plus or minus 0.25 inches) |
| f. | Inseam:                | 35.75  | (plus or minus 0.50 inches) |
| g. | Front Rise:            | 9.125  | (plus or minus 0.25 inches) |
| h. | Back Rise:             | 13.5   | (plus or minus 0.25 inches) |

### 3.3.4 MALE & FEMALE POLICE 4 POCKET UNIFORM TROUSER

**Model:** Blauer 8650

**Color:** Dark Navy (011)

**GENERAL:**

*All garment details not specifically described herein; tailoring, styling, construction, materials, and components must match the standard reference sample on file with the agency. Written specifications attempt to describe key requirements of a 3D garment and cannot do so adequately and therefore silence of the specifications does not absolve bidders from matching with precision the standard reference sample.*

**STANDARD SIZE RANGE:**

Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 - 37

Women's: Regular Length: even dress sizes 6 – 24

**MEASUREMENTS:**

Men's: Regular Length: Waist Size 34:

a.	1/2 Waist:	17.5	(plus 0.25 inch)
b.	Seat:	22.375	(plus 0.25 inch)
c.	1/2 Knee:	10.625	(plus 0.25 inch)
d.	1/2 Bottom Leg:	9	(plus 0.25 inch)
e.	Inseam:	37	(plus 0.50 inch)
f.	Front Rise:	10	(plus 0.25 inch)
g.	Back Rise:	15.5	(plus 0.25 inch)

Women's: Regular Length: Dress Size 12

a.	1/2 Waist (Relaxed):	17.5	(plus 0.25 inches)
b.	1/2 Waist (Stretched):	18.5	(plus 0.25 inches)
c.	Seat:	22.25	(plus or minus 0.25 inches)
d.	1/2 Knee:	10.312	(plus or minus 0.25 inches)
e.	1/2 Bottom Leg:	8.875	(plus or minus 0.25 inches)
f.	Inseam:	35.75	(plus or minus 0.50 inches)
g.	Front Rise:	9.125	(plus or minus 0.25 inches)

h. Back Rise: 13.5 (plus or minus 0.25 inches)

### 3.3.5 **MOTORCYCLE BREECHES ARGO #CMT/NV U/P**

- **Fabric:** 97% nylon, 3% spandex.
  - **Color:** Midnight Navy Blue.
  - **Construction:** One-inch black stripe sewn into each outer seam from waistband to bottom of leg
    - **Style:** Plain front with no pleats. Front slash pockets and two hip pockets with left hip pocket with button.
- Medium peg to start above the knee, close fitting around the knee and calf.
- **Zippered legs:** Bottom of legs to have zipper closure in outseam, using talon or equal brass zipper.
  - **Waistband:** Interlined to prevent rollover, 2" wide finished waistband, hook flex or equal hook and eye fastener. Button and buttonhole not acceptable. Large, heavy duty police belt loops.
  - **Fly:** French fly. Good quality nickel or brass zipper with memory-lock closure.
  - **Size:** Measured and custom fitted per each officer.

### 3.3.6 **UNIFORM CAPS Midway Dress Cap #504**

**Fabric:** 100% Polyester with the material equivalent to material bid on shirt and trousers.

**Color:** Navy Blue

**Stock Sizes** - Caps must be available from stock on the following sizes: Small to Extra Large (6 ½ - 7 ¾).

**Workmanship** – All caps shall contain a size label and workmanship shall be first-class in all respects.

### 3.3.7 **WATERPROOF SYSTEMS SHELL JACKET with TPD shoulder patch, badge patch & chevron on both sleeves where applicable**

**STYLE:** SPIEWAK S3616

**COLOR:** Navy (011) **SIZES:** Regular: Small – 5XL Longs: Medium – 5XL (ALL Sizes Standard)



**3.3.8 PUBLIC SAFETY FLEECE/ JACKET LINER with TPD shoulder patch, badge patch & chevron on both sleeves where applicable**STYLE: SPIEWAK S327

**COLOR:** Navy (011)

**SIZES:** REGULAR: S-5XL LONG: M-5XL (All Sizes Standard)

**3.3.9 Reversible Rain Jacket Blauer 733 Color 53**

Shell 100% nylon oxford 200D X 200D PU clear coating 2000M waterproofness 3000gm MVP; shall resist oil, discoloration and be odor free. (Minimum requirements prefer higher)

Weight 135 - 125G. HI-VIS : 100% Polyester oxford 300D X 300D PU visible coating 2000mm waterproofness 3000gm MVP; shall resist oil, discoloration and be odor free. (Minimum requirements prefer higher) Weight: 185-175G

**3.3.1 10 HIGH VISIBILITY PUBLIC SAFETY VEST ANSI/ISEA 207-2006 COMPLIANT**

**MODEL:** Spiewak S912

Medium = (XS – Medium) XXL = (Large – 2XL)

4XL = (3XL – 4XL)

6XL = (5XL – 6XL)

**NOTE:** Size 2XL shall have a front length of 25” and a center back length of 25”so as not to deny access to wearer’s equipment belt or other items worn by wearer or external.

**3.3.11 BATTLE DRESS UNIFORM (BDU) TACTICAL SHIRTS with sewn on Name Tags and Unit ID (K-9) with TPD shoulder patch & chevron on both sleeves where applicable**CAMMO

**Dress Shirt, National - Stock Series # 8415**

- **Fabric:** 100% Ripstop Cotton for SWAT Black; 65% poly, 35% cotton Ripstop Poplin for LAPD

- Blue

- **Color:** TAC: SWAT Black Police: LAPD Blue. NOTE: Shirt and trouser color should match

- **Construction:**

**Shirt:** Long Sleeve (elbow reinforced) tactical shirts with X-stitched epaulets, and two expandable top breast pockets with button flaps. Reinforced elbows. 1” x 5 3/8”, Velcro strip immediately above top right pocket for removable nametags. Name Tags (removable) letters embroidered on heavy-duty fabric in off – white to be applied to Velcro over right pocket. Swat shall have black background. Button fasteners for all pockets and front opening. Machine Washable

- **Sizes: Shirts** – XS, XL/Rg-Lg, XXL/Rg-Lg, XXXL/Rg-Lg



**3.3.12 BATTLE DRESS UNIFORM (BDU) TACTICAL TROUSERS CAMMO Trouser, National - Stock Series # 8415**

- **Fabric:** 100% Ripstop Cotton for SWAT Black; 65% poly, 35% cotton for LAPD Blue
- **Color:** TAC: SWAT Black Police: LAPD Blue. NOTE: Shirt and trouser color should match
- **Construction:**
  - **Tactical Trousers:** same type material as BDU shirts. Two front pockets and two back pockets and cargo pockets on legs of trousers. Four button fly closure. Adjustable waist tab. Reinforced seat and knee patches. Nylon drawstring ankle tie. Machine Washable.
- **Button fasteners** for all pockets and front opening.
- **Sizes: Trousers**—XS-XL/Rg-Lg, XXL/Rg-Lg, XXXL/Rg-Lg, XXXXL/Rg-Lg

**3.3.13 LONG SLEEVE BATTLE DRESS SHIRTS with sewn on Name Tag & Unit ID (K-9) Brigade Quartermaster # CCS25-04 with TPD shoulder patch & chevron on both sleeves where applicable**

- **Fabric:** 65/35 Polyester Cotton Ripstop poplin
- **Color:** Police Navy Blue.
- **Construction:**
  - **Shirts:** Long sleeve (elbow reinforced) tactical shirts with button-thru epaulets, Two Button-flapped gusset cargo pockets with pen slots in both sides, seven button, double placket front. Pockets must be at least 6 ½" deep. Sew on unit id tag (K-9) and nametag above right pocket. Apply agency-supplied emblems (badge (1) and shoulder patches (2)). Full cut with long tuck-in tails. Machine washable.
- **Sizes:** Shirts - range from small (S) to triple extra-large long (XXXXL)

**3.3.14 SHORT SLEEVE BATTLE DRESS SHIRTS with sewn on Name Tag & Unit ID (K-9) Brigade Quartermaster # CCS9-04 with TPD shoulder patch & chevron on both sleeves where applicable**

Same specification as long sleeve Battle Dress Shirt above except for sleeve length.

- **Sizes:** Same as 3.3.11
- 

**3.3.15 BIKE JACKET Mocean Tech Waterproof Bike Jacket with Removable Liner Style 6070 with TPD shoulder patch & chevron on both sleeves where applicable. Sewn on badge**  
ADDITIONAL ALTERATIONS:

- INCLUDE POLICE REFLECTIVE PATCH ON BACK
- BADGE PATCH LEFT CHEST
- SHOULDER PATCH BOTH

**3.3.16 BIKE SHORT SLEEVE – TACLITE PRO 71175**  
**and 71175T with TPD shoulder patch & cheveron on**  
**both sleeves where applicable. Sewn on badge and**  
**name tag.**

**STOCK SIZES:**

**S-3XL Regular L-5XL Tall**

**COLORS:**

019 Black, 162 TDU Khaki, 724 Dark Navy in Reg and Tall

**3.3.17 BIKE CYCLING SHORTS – TACLITE 73287 and**  
**73287L**

STOCK SIZES:

COLORS:

28-54 even sizes

019 Black, 120 Coyote, 190 TDU Green, 192  
Tundra, 162 TDU Khaki, 724 Dark Navy

3.3.18 BIKE – TAC PROLITE 11 inch SHORT 73308



**STOCK SIZES:**

**28-44 even sizes**

**COLORS:**

**019 Black, 120 Coyote, 190 TDU Green, 192 Tundra, 162 TDU Khaki, 724 Dark Navy, 116 Battle Brown, 092 Storm, 018 Charcoal**

**3.3.19 BIKE – TACLITE PRO Pant 72473 and 72473L**

**PRODUCT DESCRIPTION:** Men's TacLite® Pro Pant **STYLE NUMBER:** 74273, 74273L

**STOCK SIZES:** 28-44 waist (even)/46-54 waist, even inseams 30-36, unhemmed  
(colors 116 Battle Brown & 092 Storm will be in 28-44 waist, even inseams 30-36 only)

**COLORS:** 019 Black, 070 Stone, 120 Coyote, 190 TDU Green, 192 Tundra, 162 TDU Khaki, 724 Dark Navy, 018 Charcoal, 116 Battle Brown, 092 Storm  
4.24.15 EG

**3.3.20 TPD CITY PATCH - Police Officer Shoulder Embroidered for Gold & Black Patch and Black & Blue (See Exhibit A)**

- **Background Material:** Twill, preshrunk and cured
- **Color:** Material for the background of emblem shall be Chip Gold No. 59. The inner border, lettering and design will be Dark Navy No. 2 embroidery yarn. The outer Merror type border shall be Chip Gold No. 59.
- **Construction:**
- An open weave buckram must be used on the loom to give stability to base cloth. The emblems must be manufactured on Schiffli automatic type looms or equal.
- The backing shall be a thermal-plastic type backing with guaranteed shrinkage of one percent (1%) or less.
- The emblem will have a single thread stitching through out, double thread will not be permitted in any part of the emblem. The emblem must have a Merror type over-edge border with an edge density of at least twenty-four (24) threads per inch. A running stitch shall be supported by a zigzag stitch, which shall be applied under the overlook Merror edge to prevent the Merror edge from pulling loose from the base fabric. The tailend from the merror process shall be pasted down and no tape shall be used. The finish emblem must be dye cut with a steel dye to the exact shape and geometry of the approved design. The embroidery yarns to be used will be rayon only, no polyester yarns will be permitted.
- The shape of the emblem shall be as provided in Exhibit A, the finished width at the widest point shall be 3 15/16" and length shall be 4 11/16" at the longest point. Thread and fabric samples



must be furnished from approval prior to run unless manufacturer guarantees exact match from prior run. End product shall be washable, durable and fade-proof.

**3.3.21 CIVILIAN UNIT SHOULDER EMBLEM (See Exhibit A)** Embroidered patch same general specifications as 3.3.20 TPD CITY PATCH - Police Officer Shoulder Embroidered Patch except sizing. The shape of the emblem shall be as provided in Exhibit A, the finished width at the widest point shall be 3 15/16" and length shall be 5 6/16" at the longest point. Embroidered lettering at top of emblem will specify unit. The word POLICE for all civilian unit emblems shall be embroidered as shown.

⑩ Unit identifiers include but not limited to the following names:

- PARKING ENFORCEMENT
- FORENSIC
- CROSSING GUARD
- CADET

Note: Orders for emblems will be no less than one-hundred in quantity.

**3.3.22 CHEVRONS (See Exhibit A)**

- **Background Material:** Twill, preshrunk and cured
- **Color:** Material for the background of all Chevrons shall be Dark Navy No. 2. The stripes will be Chip Gold No. 59 embroidery yarn.
- **Construction:**

Finished width at the widest point for the large shall be 3 " and length shall be 3 3/4 " at the longest point. Finished width at the widest point for the small shall be 2 1/4" and length shall be 2 3/4" at the longest point. Thread and fabric samples must be furnished from approval prior to run unless manufacturer guarantees exact match from prior run.

Note: Orders for Chevron will be no less than one-hundred in quantity.

**3.3.23 LONGEVITY EMBLEMS (See Exhibit B)** **Background Material:** Twill, preshrunk and cured  
**Color:** Blue background with gold

**Construction:** Specifications shall conform to those as provided for in the police officer shoulder emblems. Stars and Bars will be sewn on long sleeve shirts only. All orders for long sleeve shirts will indicate officer's years of service. As orders are received by the successful bidder, Stars and Bars are to be sewn on long sleeve shirts. Stars and bars are to be placed 1/2" from the sleeve crease and 1/2" from the top of the sleeve cuff. For years 7-9, 15, and 17-19, the bottom star is placed 1" from the sleeve crease and 1/2" from the cuff. The patch for years 20-39 is placed 1/2" from the crease and cuff.

**3.3.24 NAME TAGS Blackington J2-S (See Exhibit C)** Polished silver or gold metal name plate with CALEA Accreditation logo, black lettering, block style with clutch back or one-piece safety catch attachments of proper size. Name to be specified when ordered. Name Tag shall be comparable to Blackinton's J2-S

**3.3.25 SERVING SINCE PINS Blackington B1693 (See Exhibit D)** Metal serving since plates in polished silver or gold with black lettering, block style. Pin shall be comparable to Blackington's B1693. Year of service to be specified when ordered.

**3.3.26 Special Unit Patches** – Patches for Honor Guard and Chaplain Units. See Exhibit A for Sample. Contact TPD for patch samples

**3.3.27 Cadet Cloth Badge** - See Exhibit A for sample. Contact TPD for patch samples

**3.3.28 TPD Cloth Badges - Colors of Silver and Gold** – See Exhibit A for sample. Contact TPD for patch samples

**3.3.29 Command Dress Men Staff Coats Flying Cross by Fechheimer Item:34891 with TPD Shoulder Emblems and Striping**

**FABRIC:**

**Content:** 55% Polyester/45% Wool  
**Weight:** 13 – 13 ½ oz. per linear yard  
**Weave:** Serge  
**Color:** Navy Blue

**ADDITIONAL SPECIFICATIONS:**

Gold metallic striping of various lengths will be requested at time of order. The various widths used are 1/4", 1/2", and 1-1/2".

- Insignia should begin 3" from the bottom of the coat sleeve.
- Spacing should be 1/4" between stripes
- Gold color striping should be matched with existing coats.
- Both sleeves require identical striping.

Buttons will be Gold "P"  
Patches on Both Sleeves

**3.3.30 Command Staff Long Sleeve White Shirt with TPD Shoulder Patches and longevity emblems on sleeve**

**MEN'S SHIRT SPECIFICATIONS**  
Flying Cross by Fechheimer Item: 33W7800Z

**COLOR:**

White

**STOCK SIZES:**

Shirts must be available in the following sizes:



Sleeve lengths: 32-37 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

### **3.3.31 Command Staff Dress Men Trousers**

#### MEN'S TROUSER SPECIFICATIONS Flying Cross by Fechheimer Item: 34291

Color: Navy Blue

#### STOCK SIZES:

Trouser must be available from stock in the following sizes:

REGULAR RISE: 28 - 60 (EVEN ONLY OVER 38)

SHORT RISE: 28 - 40 (EVEN ONLY)

LONG RISE: 32 - 44 (EVEN ONLY)

#### ADDITIONAL SPECIFICATIONS:

Trousers must have a 1" Gold Metallic Stripe sewn on along outseam of both legs.

Must include hemming.

### **3.3.32 Command Staff Long Sleeve Navy Shirt with TPD Shoulder Emblems with Longevity Emblems on Sleeve**

#### MEN'S SHIRT SPECIFICATIONS Flying Cross by Fechheimer Item: 34W7886Z

COLOR:

LAPD Blue

#### STOCK SIZES:

Shirts must be available in the following sizes:

Sleeve lengths: 32-37 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

### **3.3.33 Command Staff Short Sleeve Navy Shirt with TPD Shoulder Patches**

#### **MEN'S SHIRT SPECIFICATIONS**

Flying Cross by Fechheimer Item: 87R7886Z

#### **COLOR:**

LAPD Blue

#### **STOCK SIZES:**

Shirts must be available in the following sizes:

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

### **3.3.34 Command Staff Navy Trousers**

#### **MEN'S TROUSER SPECIFICATIONS**

Flying Cross by Fechheimer Item: 3900

**Color:** Navy Blue

#### **STOCK SIZES:**

Trouser must be available from stock in the following sizes:

SHORT RISE: 28 - 40 (EVEN ONLY)

REGULAR RISE: 28 - 60 (EVEN ONLY OVER 38)

LONG RISE: 32 - 42 (EVEN ONLY)

### **3.3.35 Command Staff Dress Women's Trousers**

#### **LADIES TROUSER SPECIFICATIONS**

Flying Cross by Fechheimer Item: 35291

**Color:** Navy Blue

#### **STOCK SIZES:**

Trouser must be available from stock in the following sizes:

REGULAR RISE: 02 - 24 (EVEN ONLY)

SHORT RISE: 04 - 14 (EVEN ONLY)

ADDITIONAL SPECIFICATIONS:

Trousers must have a 1" Gold Metallic Stripe sewn on along outseam of both legs.  
Must include hemming.

STOCK SIZES:

Trouser must be available from stock in the following sizes:

SHORT RISE: 28 - 40 (EVEN ONLY)  
REGULAR RISE: 28 - 60 (EVEN ONLY OVER 38)  
LONG RISE: 32 - 42 (EVEN ONLY)

**3.3.36 *Command Staff Dress Women's White Long Sleeve***

**WOMEN'S SHIRT SPECIFICATIONS**  
**Flying Cross by Fechheimer Item: 126R7800Z**

COLOR:

White

STOCK SIZES:

Shirts must be available in the following sizes:

Bust Sizes 28-52

Long Sleeve Lengths:

28, 30	Regular = 30"	
32, 34	Regular = 30"	Long = 31"
36, 38	Regular = 31"	Long = 32"
40, 42	Regular = 32"	Long = 33"
44, 46	Regular = 33"	Long = 34"
48 & Up	Regular = 34"	Long = 35"

**3.3.37 *Command Staff Women's Long Sleeve Navy Shirt with TPD Shoulder Patches and Longevity Stripes on Sleeve***

WOMEN'S SHIRT SPECIFICATIONS  
Flying Cross by Fechheimer Item: 127R7886Z

COLOR:

LAPD Blue

STOCK SIZES:

Shirts must be available in the following sizes:

Bust Sizes 28-52

Long Sleeve Lengths:

28, 30	Regular = 30"	
32, 34	Regular = 30"	Long = 31"
36, 38	Regular = 31"	Long = 32"
40, 42	Regular = 32"	Long = 33"
44, 46	Regular = 33"	Long = 34"
48 & Up	Regular = 34"	Long = 35"

**3.3.38 Command Staff Women's Short Sleeve Navy Shirt with TPD Shoulder Patches and Longevity Stripes on Sleeve**

WOMEN'S SHIRT SPECIFICATIONS  
Flying Cross by Fechheimer Item: 177R7886Z

COLOR:

LAPD Blue

STOCK SIZES:

Shirts must be available in the following sizes:

Bust Sizes 28-52

**3.3.39 Command Staff Women's Uniform Trousers Navy**

WOMEN'S TROUSER SPECIFICATIONS  
Flying Cross by Fechheimer Item: 3933

Color: Navy Blue



**STOCK SIZES:**

Trouser must be available from stock in the following sizes:

Women's 4 - 26

Women's Short 4 - 18

**3.3.40 Honor Guard Men's Coat with TPD Shoulder Patches**

**MEN'S COAT SPECIFICATIONS**

Flying Cross by Fechheimer Item: 38800 MEN'S

**Color:** Navy

**ADDITIONAL SPECIFICATIONS FOR HONOR GUARD COAT:**

- FL STATE SEAL GOLD BUTTONS
- GOLD SOUTACHE STRIPING ALONG EPAULETS
- GOLD SOUTACHE STRIPING ATTACHED FROM SEAM TO SEAM, GOING DIAGONALLY ON EACH SLEEVE
- BELT HOOKS MUST BE ATTACHED TO BACK OF COAT
- HONOR GUARD PATCHES ON BOTH SLEEVES
- MUST INCLUDE ANY ADDITIONAL ALTERATIONS REQUIRED TO INSURE A PROPER FIT AND LITTLE TO NO BUNCHING OF COAT AFTER BELT IS PUT ON.

**3.3.41 Honor Guard Long Sleeve Shirt with TPD Shoulder Patches**

**MEN'S SHIRT SPECIFICATIONS**

Flying Cross by Fechheimer Item: UD12021

**COLOR:**

White

**STYLE:**

Sleeve lengths: 30/31, 32/33, 34/35, 36/37, and 38/39

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22.

**ADDITIONAL SPECIFICATIONS:**

Honor Guard Patches sewn on to both sleeves.

**3.3.42 Honor Guard Trousers**

**Description**

Our Colonial Army Dress Blue Belted Trousers are made of 100% Polyester. The material is both stain-resistant and wrinkle-resistant. Most alterations are included. All of our uniforms are made in the USA and are government certified. See Army Dress Blue Packages for Package Discounts.

**Color**

Blue

**Size**

26 Regular	34 XLong	39 Short	44 Regular
26 Short	35 Long	39 XLong	44 Short
28 Regular	35 Regular	40 Long	44 XLong
28 Short	35 Short	40 Regular	46 Long
30 Long	35 XLong	40 Short	46 Regular
30 Regular	36 Long	40 XLong	46 Short
30 Short	36 Regular	41 Long	46 XLong
31 Long	36 Short	41 Regular	48 Long
31 Regular	36 XLong	41 Short	48 Regular
31 Short	37 Long	41 XLong	48 Short
32 Long	37 Regular	42 Long	48 XLong
32 Regular	37 Short	42 Regular	50 Long
32 Short	37 XLong	42 Short	50 Regular
33 Long	38 Long	42 XLong	50 XLong
33 Regular	38 Regular	43 Long	54 Regular
33 Short	38 Short	43 Regular	
34 Long	38 XLong	43 Short	
34 Regular	39 Long	43 XLong	

**ADDITIONAL SPECIFICATIONS FOR HONOR GUARD TROUSER:**

- ☐ ATTACH 1" GOLD RIBBED STRIPING
- ☐ PRICING MUST INCLUDE HEM
- ☐ PRICING MUST INCLUDE ANY ADDITIONAL ALTERATIONS

### **3.3.43 Crossing Guard Women Long Sleeve with TPD School Crossing Shoulder Patches**

**WOMEN'S SHIRT SPECIFICATIONS**

Flying Cross by Fechheimer Item: 126R7845

**COLOR:**

Medium Blue

STOCK SIZES:

Shirts must be available in the following sizes:

Bust Sizes 28-52

Long Sleeve Lengths:

28, 30	Regular = 30"	
32, 34	Regular = 30"	Long = 31"
36, 38	Regular = 31"	Long = 32"
40, 42	Regular = 32"	Long = 33"
44, 46	Regular = 33"	Long = 34"
48 & Up	Regular = 34"	Long = 35"

ADDITIONAL ALTERATIONS:

A 15" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

Attach School Crossing Guard Patches Both Sleeves

**3.3.44 Crossing Guard Women Short Sleeve with TPD Crossing Guard Shoulder Patches**

WOMEN'S SHIRT SPECIFICATIONS

Flying Cross by Fechheimer Item: 176R7845

COLOR:

Medium Blue

-

STOCK SIZES:

Shirts must be available in the following sizes:

Bust Sizes 28-52

ADDITIONAL ALTERATIONS:

A 15" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

Attach School Crossing Guard Patches Both Sleeves



### **3.3.44 Crossing Guard Men Long Sleeve with TPD Crossing Guard Shoulder Emblems**

Flying Cross by Fechheimer Item: 35W7845

**COLOR:**

Medium Blue

**STOCK SIZES:**

Shirts must be available in the following sizes:

Sleeve lengths: 32-37 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

**ADDITIONAL ALTERATIONS:**

A 15" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

Attach School Crossing Guard Patches Both Sleeves

### **3.3.45 Crossing Guard Men Short Sleeve with TPD Crossing Guard Shoulder Emblems**

**MEN'S SHIRT SPECIFICATIONS**

Flying Cross by Fechheimer Item: 85R7845Z

**COLOR:**

Medium Blue

**STOCK SIZES:**

Shirts must be available in the following sizes:

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22



Exhibit A – Police Badge & Emblems



## EXHIBIT B – LONGEVITY EMBLEMS

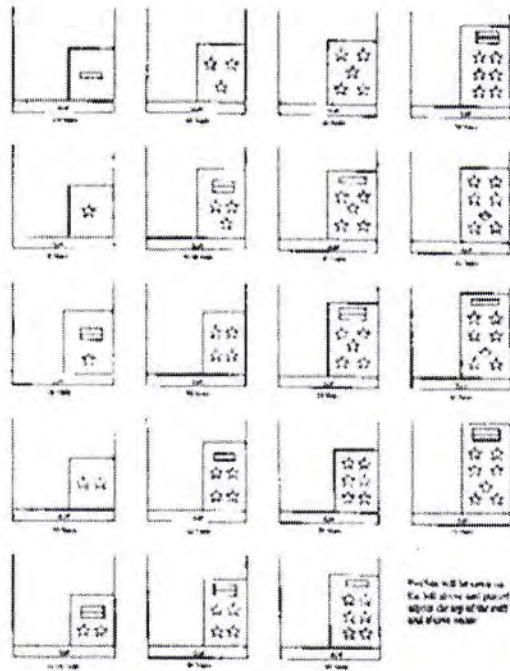
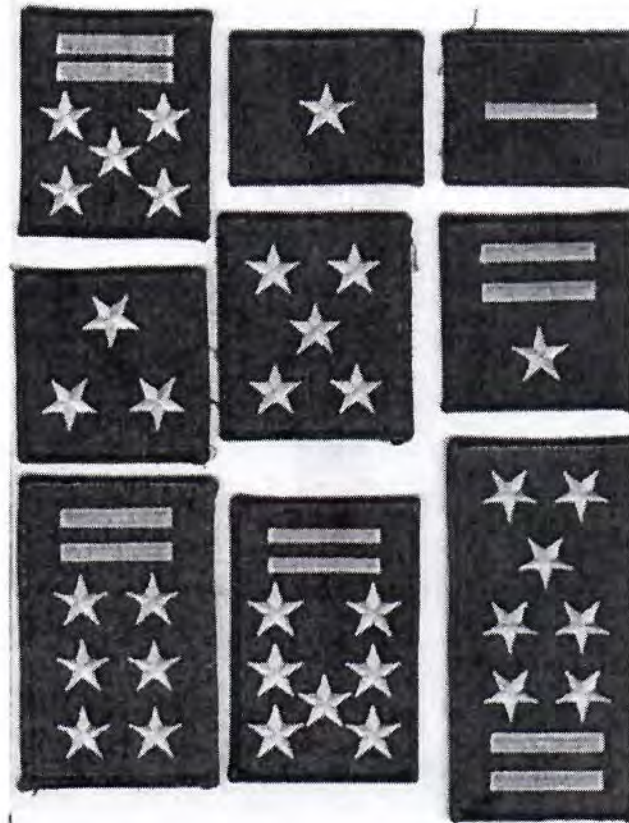


EXHIBIT C – NAME TAGS

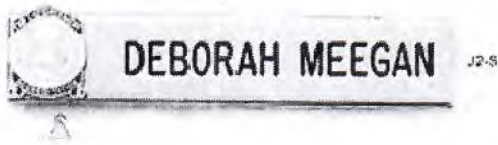
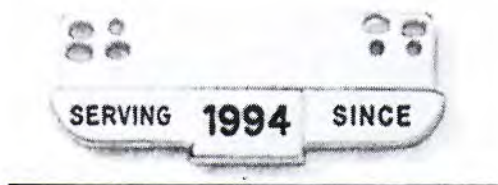




EXHIBIT D – SERVING SINCE PINS





## **SECTION 4 - CONTRACT MANAGEMENT**

### **4.1 CITY REPRESENTATIVES**

#### **4.1.1 CONTRACT ADMINISTRATOR**

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations; etc).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

#### **4.1.2 TECHNICAL REPRESENTATIVE(S)**

Duties include, but not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on contractor's performance.
- d. Reviews and recommends action on contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

### **4.2 CONTRACTOR REPRESENTATIVES**

The Contractor's representatives on this contract responsible for contract management are those persons identified by the contractor in "Section 2" of this contract and as required by any other clause to this contract.

### **4.3 CHANGES TO DESIGNEES**

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

## **SECTION 5 - MISCELLANEOUS CONTRACT CLAUSES**

### **5.1 INSURANCE REQUIREMENTS**

- a. **Prior to commencing work**, the Contractor shall procure and maintain at Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:
- (1) Commercial General/Umbrella Liability Insurance - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
    - Premise/Operations
    - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
    - Products/Completed Operations
    - Contractual
    - Independent Contractors
    - Broad Form Property Damage
    - Personal Injury
  - (2) Business Automobile/Umbrella Liability Insurance- \$500,000 limit per accident for property damage and personal injury.
    - Owned/Leased Autos
    - Non-owned Autos
    - Hired Autos
  - (3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.
- b. **Deductibles and Self-Insured Retentions**  
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- c. **Other Insurance Provisions**
- (1) Commercial General Liability and Automobile Liability Coverage
    - (i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
    - (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of Contractor's insurance and shall not contribute with it.
    - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.



(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of Contractor in the performance of services under this contract.

(3) **All Coverage**

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.

(ii) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.

(iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

d. **Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

e. **Verification of Coverage**

Vendors are reminded that regardless of what the State of Florida requirements for insurance are (Including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for firms wishing to enter into a contract with the City. Bidders, must supply proof with their bid, of insurance meeting the above mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the vendor will be eligible to buy insurance in the amounts required by the contract. Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this clause. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

f. **Subcontractors**

Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.2 **PAYMENTS**

- a. The City shall pay the Contractor, either by credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract, less any deductions provided in this contract.
- b. It is the policy of the City of Tallahassee to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

5.3A **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
  - (1) **E-mail** (electronic PDF image of invoice): [accountspayable@talgov.com](mailto:accountspayable@talgov.com);



### 5.3A **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
  - (1) **E-mail** (electronic PDF image of invoice): [accountspayable@talgov.com](mailto:accountspayable@talgov.com);
  - (2) **Mail**: Accounts Payable, 300 S. Adams St, Mail Box A-28, Tallahassee, FL 32301-1731
  - (3) **Deliver**: Accounts Payable, 3rd Floor, City Hall, 300 S. Adams St, Tallahassee, FL

NOTE 1: At the request of the user-department, a copy of the invoice may be submitted to the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card then the invoice must be sent to the attention of and address for the individual who made the purchase. The Invoice should indicate that payment has been with a Purchase Card.
- b. Accounts Payable Contact Telephone: (850) 891-8280; Fax: (850) 891-8788
- c. A proper invoice must include--
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Invoice number (contractor is encouraged to assign an identification number);
  - (4) Contract number, if applicable;
  - (5) City's Purchase Order number, if applicable;
  - (6) Contract line item number (if applicable);
  - (7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;
  - (8) Terms of any prompt payment discounts offered;
  - (9) Name and address of official to whom payment is to be sent;
  - (10) Federal Identification Number or Social Security Number (whichever applies)

### 5.3B **BIZ-e (ONLINE BUSINESS PORTAL)**

- a. The City of Tallahassee (City) has created a new electronic business portal, appropriately named **BIZ-e**, which will save vendors time and money. BIZ-e is free and open to all vendors doing business with the City; this also includes vendors that do business with any of the three separate agencies supported by the City's Procurement Services Division (Blueprint 2000, Capital Regional Transportation Planning Agency, and Consolidated Dispatch Agency).
- b. This new electronic business portal will serve as a safe and secure online self-service tool, allowing registered vendors to access important procurement and payment information at their convenience (make changes to contact information, or view the status of their invoices, purchase orders, and payments).
- c. **Registration:** As part of the registration process, you will be asked to provide your vendor name, address, phone, email and contact information. As an option you can even select your own user ID or a generic one will be provided. To initiate your registration on the BIZ-e system, please go to <http://www.talgov.com/dma/biz-e.aspx>.
- d. If you have questions or concerns on the BIZ-e system, please submit them via Talgov.com at <http://www.talgov.com/Main/email.aspx?emailto=vendors>.



5.4 **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

5.5 **INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 **EVALUATION OF SERVICES--FIXED-PRICE**

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- c. The City has the right to evaluate all services called for by the contract, to the extent practicable at all times and places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
- d. Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
  - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
  - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
  - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, on any VPE form which contains area rated "unsatisfactory". As a minimum, the Contractor's written reply must explain the courses of action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.



- e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the City may--
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may--
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.
- (g) All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts

#### 5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### 5.8 **DISPUTES**

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
  - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."



- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The decision of the Procurement Services Office shall be final.
- f. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- g. The City shall pay interest at the rate prescribed by Florida Statute 218.74(4) on the amount found due and unpaid from --
  - (1) the date that the Procurement Services Office receives the claim (certified, if required); or
  - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.
- h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

**5.9 NOTIFICATION OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

**5.10 NOTIFICATION OF OWNERSHIP CHANGES**

- a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur.
- b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the Procurement Services Office ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.



**5.11 NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

**5.12 PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for such replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

**5.13 TERMINATION**

- a. If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

**5.14 AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS**

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.



5.15 **EXTENSION OF CONTRACT (not exceed six (6) months)**

After completion of the basic contract period and any yearly extension, the City may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed six (6) months. The City may extend the services by written notice to the Contractor within thirty (30) calendar days.

5.16 **PURCHASES BY OTHER PUBLIC AGENCIES**

ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

5.17 **REQUIREMENTS**

- a. This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum", that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- d. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- f. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.18 **ORDERING**

- a. Any items to be furnished under this contract shall be ordered by issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term of this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile, by electronic commerce methods.



5.19 **ORDER LIMITATIONS**

With regard to orders placed against this contract --

- a. there is NO minimum monetary limit on single orders;
- b. there is NO minimum or maximum limit on the total orders that can be placed against this contract.

5.20 **WARRANTY OF SERVICES**

- a. Definitions.

"**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction**," as used in this clause, means the elimination of a defect.

- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state either --
  - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
  - (2) That the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.21 **PRE-PERFORMANCE CONFERENCE**

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

## **SECTION 6 - ATTACHMENTS TO CONTRACT**

### **6.1 ATTACHMENTS INCORPORATED IN FULL TEXT**

The following attachments are incorporated in this contract in full text and become an integral part of the contract:

- Proposal of the Contractor, dated August 17, 2016
- Exhibit – A Police Badge And Emblems
- Exhibit – B Longevity Emblems
- Exhibit – C Name Tags
- Exhibit – D Serving Since Pins

### **6.2 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Invitation for Bids No. 0103-16-KM-BC, dated July 29, 2016, and Addendum 1 thereto.



## SECTION 1 - PRICE SCHEDULE

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

**Bidder Name:** Azar's Uniforms, Inc.

### THE CONTRACTOR AGREES --

To furnish the below listed items of supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

### PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, etc, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that—

- (1) The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The prices set forth in the price schedule will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.
- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (4) Bidders must submit bids based on the bidding requirements/specifications in this IFB. Unless specifically requested in this solicitation, alternate or optional bids will not be considered for award and may render the entire submitted bid as non-responsive.

### CONTRACTOR PRICES

<u>NO.</u>	<u>Item Description</u> <u>(No Substitutions)</u>	<u>Est</u> <u>Annual</u> <u>Qty</u>	<u>Unit</u>	<u>YR 1</u> <u>UNIT</u> <u>PRICE</u>	<u>YR 2</u> <u>UNIT</u> <u>PRICE</u>	<u>YR 3</u> <u>UNIT</u> <u>PRICE</u>	<u>Items Total Years 1-3</u>	
<b>LOT</b> <b>1</b>	-	-	-	-	-	-	-	
1	SHIRT – Male & Female Long Sleeve Police uniform supershirt Dark Navy 011 (Blauer 8670 w/ TPD Shoulder patch & chevron on both sleeves and longevity emblems on sleeve where applicable.	550	EA	\$51.00	\$52.58	\$54.26	\$157.84	
2	*SHIRT – Male & Female Short Sleeve Supershirt Dark Navy 011 (Blauer 8675 w/ TPD Shoulder patch & chevron on both sleeves where applicable	675	EA	\$47.00	\$48.45	\$50.00	\$145.45	



3	Trousers Male & Female Police 6 Pocket Uniform trousers Dark Navy 011 Blauer 8657)	492	EA	\$51.75	\$53.35	\$55.05	\$160.15
4	Trousers Male & Female Police 4 Pocket Uniform trousers Dark Navy 011 Blauer 8650)	380	EA	\$40.25	\$41.49	\$42.82	\$124.56
5	CAPS, Uniform, Midway Dress Cap #504)	85	EA	\$43.00	\$44.33	\$45.74	\$133.07
6	REVERSIBLE RAINCOAT Black/Hi VIS Yellow 733 Blauer _____/____	175	EA	\$161.75	\$166.75	\$172.07	\$500.57
Lot 2							
7	BREECHES - Custom Motorcycle Breeches ARGO #CMT/NV U/P)	25	EA	\$215.50	\$222.16	\$229.26	\$666.92

Lot 3

8	JACKETS – Waterproof systems shell jacket navy 011 Spiewak S3616 with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	250	EA	\$117.50	\$121.13	\$125.00	\$363.63
9	Public safety Fleece Navy 011 Spiewak S327 with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	145	EA	\$94.50	\$97.42	\$100.53	\$292.45
10	VEST – Public safety vest ANSI/SEA 207-2006 compliant Spiewak S912	175	EA	\$35.75	\$36.86	\$38.03	\$110.64

Lot 4

11	BATTLE DRESS UNIFORM (BDU) Tactical Shirts and with Name Tags CAMMO, #8415) with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	125	EA	\$32.75	\$33.76	\$34.84	\$101.35
12	BATTLE DRESS UNIFORM (BDU) Tactical Trouser CAMMO #8415)	125	EA	\$29.75	\$30.67	\$31.65	\$92.07
13	SHIRT - Long Sleeve Battle Dress Shirts with sewn on Name Tag and Unit ID (K-9), Brigade Quartermaster #CCS25-04) with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	30	EA	\$35.75	\$36.86	\$38.03	\$110.64

14	SHIRT - Short Sleeve Battle Dress Shirts with sewn on Name Tag and Unit ID (K-9), <i>Brigade Quartermaster #CCS9-04</i> with TPD shoulder patch, badge patch & chevron on both sleeves where applicable	30	EA	\$32.75	\$33.76	\$34.84	\$101.35
Lot 5							
15	BIKE JACKETS <i>Mocean Jacket 6070</i> with TPD shoulder patch, police badge & chevron on both sleeves where applicable. Sewn on badge /	5	EA	\$145.25	\$149.74	\$154.52	\$449.51
16	BIKE SHORT SLEEVE Shirt <i>TACLITE PRO 71175 and 71175T</i> with TPD shoulder patch, police badge & chevron on both sleeves where applicable. Sewn on Badge and Name Tag	15	EA	\$53.50	\$55.15	\$56.91	\$165.56
17	Bike Cycling Shorts – <i>TACLITE 73287 and 73827L</i>	30	EA	\$41.50	\$42.78	\$44.15	\$128.43
18	Bike <i>Taclite Pro 11 inch Shorts 73308</i>	10	EA	\$41.50	\$42.78	\$44.15	\$128.43
19	Bike <i>Taclite Pro Pant 72473 and 72473L</i>	10	EA	\$43.50	\$44.85	\$46.28	\$134.63
Lot 6							
20	Police Officer Shoulder Embroidered Patch as per specifications (Black & Blue)	per	EA	\$1.33	\$1.37	\$1.41	\$4.11
21	Civilian Unit Shoulder Emblem as per specifications	per	EA	\$2.24	\$2.31	\$2.38	\$6.93
22	Chevrons as per specifications	per	EA	\$1.30	\$1.34	\$1.38	\$4.02
23	Longevity Emblems, As Per Specifications	per	EA	\$1.28	\$1.32	\$1.36	\$3.96
24	<i>Blackington J2-S Name Tags</i>	per	EA	\$14.00	\$14.43	\$14.89	\$43.32
25	Serving Since Pins <i>Blackington B1693</i> )	per	EA	\$10.25	\$10.57	\$10.90	\$31.72
26	Special Unit Patches	per	EA	\$2.68	\$2.76	\$2.85	\$8.29
27	Cadet Cloth Badge	per	EA	\$1.37	\$1.41	\$1.46	\$4.24
28	TPD Cloth Badge	per	EA	\$1.44	\$1.48	\$1.53	\$4.45
Lot 7							
29	Command Staff Dress Coats <i>Flying Cross by Fechheimer 34891</i> with TPD Shoulder Patches and emblems	3	EA	\$298.50	\$307.73	\$317.55	\$923.78



30	Command Staff Long Sleeve White Shirt Flying Cross by Fechheimer 33W7800Z with TPD Shoulder Patches & longevity emblems	3	EA	\$47.25	\$48.71	\$50.27	\$146.23
31	Command Staff Dress Men Trousers Flying Cross by Fechheimer 34291	3	EA	\$86.50	\$89.18	\$92.02	\$267.70
32	Command Staff Long Sleeve Navy Shirt Flying Cross by Fechheimer 34W7886Z with TPD Shoulder Patches and longevity stripes	12	EA	\$50.25	\$51.80	\$53.46	\$155.51
33	Command Staff Short Sleeve Navy Shirt Flying Cross by Fechheimer 87R7886Z with TPD Shoulder Patches	20	EA	\$34.75	\$35.82	\$36.97	\$107.54
34	Command Staff Men Navy Trousers Flying Cross by Fechheimer 3900	21		\$37.75	\$38.92	\$40.16	\$116.83
35	Command Staff Dress Women's Ladies Trousers Flying Cross by Fechheimer 35291	3	EA	\$86.50	\$89.18	\$92.02	\$267.70
36	Command Staff Dress Women's White Long Sleeve Flying Cross by Fechheimer 126R7800Z with TPD Patches and longevity emblems	1	EA	\$46.75	\$48.20	\$49.73	\$144.68
37	Command Staff Women's Long Sleeve Navy Shirt, Flying Cross by Fechheimer 127R7886Z with TPD Shoulder Patches and longevity emblems	3	EA	\$39.25	\$40.46	\$41.76	\$121.47
38	Command Staff Women's Short Sleeve Navy Short, Flying Cross by Fechheimer 177R7886Z with TPD Shoulder Patches	5	EA	\$34.75	\$35.82	\$36.97	\$107.54
39	Command Staff Women's Uniform Trousers Navy Flying Cross by Fechheimer 3933	5	EA	\$37.75	\$38.92	\$40.16	\$116.83
40	Honor Guard Men Coat Flying Cross by Fechheimer 38800 . with TPD Shoulder Patches	3	EA	\$219.50	\$226.29	\$233.51	\$679.30
41	Honor Guard Long Sleeve Shirt Flying Cross by Fechheimer UD12021 with TPD Shoulder Patches	3	EA	\$35.00	\$36.08	\$37.23	\$108.31

42	Honor Guard Colonial Dress Blue Trousers, Item # RC-AR/M3PB/NB-54B	3	EA	\$101.75	\$104.90	\$108.24	\$314.89
43	Crossing Guard Women Long Sleeve Flying Cross by Fechheimer 126R7845 with TPD Shoulder Patches	30	EA	\$46.75	\$48.20	\$49.73	\$144.68
44	Crossing Guard Women Short Sleeve Flying Cross by Fechheimer 176R7845 with TPD Shoulder Patches	45	EA	\$41.25	\$42.53	\$43.88	\$127.66
45	Crossing Guard Men Long Sleeve Flying Cross by Fechheimer 35W7845 with TPD Shoulder Patches	75	EA	\$46.75	\$48.20	\$49.73	\$144.68
46	Crossing Guard Men Short Sleeve Flying Cross by Fechheimer 85R7845Z with TPD Shoulder Patches	100	EA	\$42.25	\$43.56	\$44.95	\$130.76
ANNUAL TOTALS				\$2,684.69	\$2,767.70	\$2,856.02	Enter Below
GRAND TOTAL AMOUNT OF ALL ITEMS OFFERED (YEARS 1 – 3)						\$ 8,308.41	
Annual optional year(s) escalation rate: Indicate annual escalation rate in percent to the tenth place (Example: 1.5%). Rate increase will be used throughout items for each option year taken.						3.0 %	

**NOTE:** \* Pricing shall include the cost of stitching City patch attachments with placement location as directed by TPD.

\*\* After receipt of order.

**(OPTIONAL)**

Percentage (%) Discount Off Catalog Prices

For miscellaneous Uniform items not listed above provide percentage discount from current Price List for each Brand Name Catalog. (Attach separate sheet if needed)

A.	% Discount Off	MSRP FOR BRANDS WE CARRY	Brand Name Catalog	Discount	20 %
B.	% Discount Off		Brand Name Catalog	Discount	%

ADDITIONAL COMMENTS/REQUIREMENTS:

**AWARD WILL BE BASED ON ITEMS GROUPED AS FOLLOWS:** Lot 1: Blauer Uniforms Line items # 1 – 6; Lot 2: Motorcycle Uniform Line items # 7; Lot 3: Spiewak Jackets Line items # 8-10; Lot 4: Battle Dress Uniforms Line items # 11 – 14, Lot 5: Bike Uniforms Line items # 15 – 19, Lot 6: Patches/Pins Line items # 20 – 28; Lot 7: Fechheimer Uniforms Line Items # 29 – 46,

ARO: AFTER RECEIPT OF ORDER. MAY BE USED AS AN AWARD FACTOR.

CITY OF TALLAHASSEE PURCHASING CREDIT CARD (P-CARD):

BIDDER CHECK ONE (✓): WILL ACCEPT ☒; WILL NOT ACCEPT ☐

NOTE: ABOVE UNIT PRICES MUST INCLUDE ANY P-CARD TRANSACTION PROCESSING FEE.



**BILL OF SALE AND ASSIGNMENT**

**August 30, 2016**

Azar's Uniforms, Inc., an Alabama corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the "Buyer"), and the Buyer hereby assumes and accepts from the Seller, all of the Seller's right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of August 30, 2016, by and among the Seller, the Buyer, C. Mark Azar and Zack N. Azar, III (the "Agreement"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller's attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer's possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

**SELLER:**

AZAR'S UNIFORMS, INC.

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

Name: C. Mark Azar

Title:

**BUYER:**

GALLS, LLC

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



Name: R. Michael Andrews, Jr.

Title: Chief Financial Officer, Secretary and  
Treasurer





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Authorize the City Manager to approve change orders 3, 4, and 5 from Con Tech Building Corporation of Delray Beach, FL in the amount of \$12,167 for unforeseen conditions discovered while the contractor was implementing bridge repairs. This approval increases the approved cost to \$73,983, these are the final change orders.

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**EXPLANATION OF REQUEST:**

Each year the Florida Department of Transportation inspects each of the City maintained bridges and offers the City a report that details findings and recommendations for deficiency corrections. In June the Commission authorized Con Tech, the lowest responsible bidder, to address FDOT's repair recommendations. Upon initiating repairs to the bridges on SW 22<sup>nd</sup> Way, Diane Drive, West Ocean Drive and East Bound Gateway Blvd, Con Tech found that concrete spall was present in more areas than was documented in the FDOT reports. Con Tech recommends the additional repairs, covered by these three change orders, to address concrete spall. Spall is caused when water infiltrates into concrete, chemically reacts with the iron in the rebar reinforcement and causes the rebar to rust. As the rust expands it causes the concrete, encasing it, to flake off in pieces.

When spall occurs, it is not immediately obvious as it may take time for the rusting rebar to cause pieces of concrete to fall from the structure. Therefore the limits of spall repair are best identified during the repair process.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** The repairs will extend the useful service life of the bridges. These four bridges at Diane Drive, SW 22<sup>nd</sup> Way, West Ocean Drive, and East Bound Gateway Blvd were installed in 1950, 1952, 1969, and 1988, respectively. The bridges on Diane Drive and SW 22<sup>nd</sup> Way are nearing the end of their service life. A bridge replacement program (to replace a 50+ year old bridge each year for 7 years) has been scheduled and budgeted beginning in 2021/2022, in the City's upcoming proposed Capital Plan.

**FISCAL IMPACT:** Budgeted

This project is budgeted. The revised construction cost is \$73,983 and is funded from the Bridge Repair – Maintenance and Improvements component of the City's Capital Improvement Budget, Project Number: TR0903 (street maintenance).

Original Proposal Amount	\$ 46,596.00	per R17-055 (6/6/17)
Change Order No. 1	\$ 7,735.00	Commission approved 9/7/17
Change Order No. 2	\$ 7,485.00	Commission approved 9/7/17
Change Order No. 3	\$ 5,422.00	
Change Order No. 4	\$ 4,370.00	
Change Order No. 5	\$ 2,375.00	
<b>Total Project Cost</b>	<b>\$ 73,983.00</b>	

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**ALTERNATIVES:** None.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Con Tech CO No 3
<input type="checkbox"/> Attachment	Con Tech CO No 4
<input type="checkbox"/> Attachment	Con Tech CO No 5

# ***Con Tech***

***Building Corp.***

***3822 S. Lancewood Pl. Delray Beach, Fl. 33445 Phone: 561- 637-2222 Fax: 561-865-7047***

***Email: bbrewer@bc-ct.com***

***Web: www.bc-ct.com***

Florida license # CGC-062808

## **Invoice Detail**

**Project:**

**Boynton Beach Bridge Repair**

**Date:**

10/4/2017

**CHANGE ORDERS**

<b>location</b>	<b>item</b>	<b>quantity</b>	<b>unit</b>	<b>cost</b>	<b>total \$</b>
diane dr. 935304	repair wall joints	43	lf	\$20.00	\$860.00
west ocean 935300	repair wall joints	147	lf	\$20.00	\$2,940.00
sidewalk replacement	concrete/forms	1	ls	\$782.00	\$782.00
	labor	24	HRS	\$35.00	\$840.00

**Totals \$5,422.00**  
**Amount Paid**

**Balance Due:**

**\$5,422.00**

***Thank you for being our customer.***

Note: Final cost will be based on actual quantities repaired or replaced.

**Contact- Gary Dunmyer**  
**Cell # - 631-1813**  
**Office # -**  
**Fax # - dunmyerg@bbfl.us**





# ***Con Tech***

***Building Corp.***

***3822 S. Lancewood Pl. Delray Beach, Fl. 33445 Phone: 561- 637-2222 Fax: 561-865-7047***

***Email: bbrewer@bc-ct.com***

***Web: www.bc-ct.com***

***Florida license # CGC-062808***

## **Revised Invoice Detail**

**Project: Boynton Beach Bridge Repair**

**Date: 12/5/2017**

location	item	quantity	unit	cost	total \$
w ocean 9353000	replace expansion joint	228	lf	\$20.00	\$4,560.00
change order No. 4	joints billed out previously	-147	lf	\$20.00	-\$2,940.00
sw 22-935306	slab repair	22	sf	\$125.00	\$2,750.00
change order No. 4					

**Totals \$4,370.00**  
**Amount Paid**

**Balance Due:**

**\$4,370.00**

***Thank you for being our customer.***

**Note: Final cost will be based on actual quantities repaired or replaced.**

**Contact- Gary Dunmyer**  
**Cell # - 631-1813**  
**Office # -**  
**Fax # - dunmyerg@bbfl.us**



# ***Con Tech***

## ***Building Corp.***

***3822 S. Lancewood Pl. Delray Beach, Fl. 33445 Phone: 561- 637-2222 Fax: 561-865-7047***

***Email: bbrewer@bc-ct.com***

***Web: www.bc-ct.com***

***Florida license # CGC-062808***

## **Invoice Detail**

**Project: Boynton Beach Bridge Repair**

**Date: 12/2/2017**

<b>location</b>	<b>item</b>	<b>quantity</b>	<b>unit</b>	<b>cost</b>	<b>total \$</b>
gateway 93508	bridge repair per contract				
change order No. 5	slab repair	19	sf	\$125.00	\$2,375.00
					\$0.00
	<b>Totals</b>			<b>\$2,375.00</b>	
	<b>Amount Paid</b>				

**Balance Due:**

**\$2,375.00**

***Thank you for being our customer.***

Note: Final cost will be based on actual quantities repaired or replaced.

**Contact- Gary Dunmyer**  
**Cell # - 631-1813**  
**Office # -**  
**Fax # - dunmyerg@bbfl.us**





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Authorize the City Manager to approve change orders to Cobra Construction, Inc. of Boynton Beach in the amount of \$21,977.50 increasing the total amount for these sidewalk rehabilitation projects from \$150,308.00 to \$172,285.50.

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**EXPLANATION OF REQUEST:**

On September 19, 2017, Commission approved an award of 10 sidewalk rehabilitation projects to Cobra Construction of Boynton Beach for \$136,608.00 plus a 10% contingency of \$13,700.00 for a total estimated cost of \$150,308.00.

The projects were awarded based upon a price per unit cost. The volume of work has changed based upon the following:

- The City Engineer sidewalk rehabilitation plan was created prior to Hurricane Irma. Many more sidewalk cracks appeared after the storm due to:
  - Adjacent tree damage.
  - Cars parking on sidewalks
- City Engineer directed Cobra repair storm damaged sidewalks adjacent to these projects.
- City Engineer directed Cobra to repair storm damage in other parts of the City, at the agreed to unit prices.

In the 6 NE Boynton sidewalks projects, the City Engineer surveyed the sidewalks from a vehicle and assumed all the sidewalks were 4 ft wide when some were actually 5 ft wide.

As a result the cost of the 10 sidewalk projects has increased to \$172,285.50. Staff is requesting approval of a change order in the amount of \$21,977.50 increasing the approved amount from \$150,308.00 to \$172,285.50

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** N/A

**FISCAL IMPACT:** Budgeted

The Cost changes per project are as follows:

**Cobra Construction, Inc. Payment Exhibit**

Project No.	Bid Amount	Install Amount	Change Order
1	\$ 16,522.00	\$ 17,102.00	\$ 580.00
3	\$ 16,534.00	\$ 16,702.50	\$ 168.50
4	\$ 14,866.00	\$ 13,333.00	\$ (1,533.00)
5	\$ 7,844.00	\$ 9,217.50	\$ 1,373.50
6	\$ 15,760.00	\$ 20,418.00	\$ 4,658.00
7	\$ 13,045.00	\$ 23,086.00	\$10,041.00

8	\$ 10,997.00	\$ 13,846.00	\$ 2,849.00
9	\$ 12,015.00	\$ 6,247.50	\$ (5,767.50)
10	\$ 14,065.00	\$ 30,442.50	\$ 16,377.50
11	\$ 14,960.00	\$ 18,235.50	\$ 3,275.50
Contingency	\$ 13,700.00	\$ 0.00	\$(13,700.00)
Hurricane Repairs	\$ -	\$ 3,655.00	\$ 3,655.00
	<hr/>	<hr/>	<hr/>
	\$150,308.00	\$172,285.50	\$ 21,977.50

This project will be funded by the sales surtax tax dollars. The proposed cost shall be funded from the City's Capital Improvement Plan from Sidewalks - Replacement (Project Number: CP0263, and Account Number 303-4904-541.63-24)

**ALTERNATIVES:**

Do not approve change orders

**STRATEGIC PLAN:** Building Wealth in the Community

**STRATEGIC PLAN APPLICATION:**

This project was awarded to a local, City based vendor.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Change Order for Project No. 1
<input type="checkbox"/> Attachment	Change Order for Project No. 3
<input type="checkbox"/> Attachment	Change Order for Project No. 5
<input type="checkbox"/> Attachment	Change Order for Project 6
<input type="checkbox"/> Attachment	Change Order for Project 8a
<input type="checkbox"/> Attachment	Change Order for Project 8b
<input type="checkbox"/> Attachment	Change Order for Project No. 10
<input type="checkbox"/> Attachment	Change Order for Project No. 11
<input type="checkbox"/> Attachment	Hurricane related (not adjacent to projects)



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 28996

Date: 12/04/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 12/04/2017

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #1				
P.O. #: 180119				
CONTRACTED <i>Baytree</i>				
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	<i>Baytree</i> (\$4,080.00)	-4,080.00
SAWCUT, REMOVE, & REPLACE 6" SW	-1.00	EA	<i>Baytree</i> (\$760.00)	-760.00
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	<i>Clover Pond</i> (\$7,310.00)	-7,310.00
SAWCUT, REMOVE, & REPLACE 6" SW	-1.00	EA	<i>Clover Pond</i> (\$608.00)	-608.00
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	<i>Dogwood</i> (\$2,890.00)	-2,890.00
SAWCUT, REMOVE, & REPLACE 6" SW	-1.00	EA	<i>Dogwood</i> (\$874.00)	-874.00
ACTUAL INSTALL <i>Baytree</i>				
PROJECT #1 - BAYTREE ADDRESS				
SAWCUT, REMOVE, & REPLACE 4" SW	561.00	SF	\$8.50	4,768.50
SAWCUT, REMOVE, & REPLACE 6" SW	72.00	SF	\$9.50	684.00

Thank you for choosing Cobra, we look forward to your prompt payment.

Sub Total	\$580.00
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$580.00</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820  
License: CGC 032699

Page: 2 of 2

## Invoice

Invoice#: 28996  
Date: 12/04/2017

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 12/04/2017

Description	Quantity	Units	Price	Amount
SAWCUT, REMOVE, & REPLACE 4" SW **	135.00	SF	\$8.50	1,147.50

\*\*@ BOYNTON LAKES BLVD E @ CONGRESS

ADDED BY FRANZ/ GRACE

PROJECT #1 - CEDAR CIR/ LN

SAWCUT, REMOVE, & REPLACE 4" SW	876.00	SF	\$8.50	7,446.00
---------------------------------	--------	----	--------	----------

PROJECT #1 - DOGWOOD CIRCLE

SAWCUT, REMOVE, & REPLACE 4" SW	288.00	SF	\$8.50	2,448.00
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SAWCUT, REMOVE, & REPLACE 6" SW	64.00	SF	\$9.50	608.00
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TOTALS:

4" REMOVE & REPLACE: 1860

6" REMOVE & REPLACE: 136

Thank you for choosing Cobra, we look forward to your prompt payment.

Sub Total	\$580.00
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$580.00</b>





## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29017

Date: 12/12/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/11/2018

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #3 - LAKESHORE + HEATHER LAKES				
P.O. #: 180119				
CONTRACTED				
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	\$4,760.00	-4,760.00
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	\$4,250.00	-4,250.00
SAWCUT, REMOVE, & REPLACE 6" SW	-1.00	EA	\$7,524.00	-7,524.00
ACTUAL				
MISTY LAUREL DR/ CIR				
SAWCUT, REMOVE, & REPLACE 4" SW	571.00	SF	\$8.50	4,853.50
HEATHER LAKE/ HEATHER TRACE DR				
SAWCUT, REMOVE, & REPLACE 4" SW	634.00	SF	\$8.50	5,389.00

Thank you for choosing Cobra, we look forward to your prompt payment.

Sub Total	\$168.50
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$168.50</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820  
License: CGC 032699

Page: 2 of 2

## Invoice

Invoice#: 29017  
Date: 12/12/2017

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

---

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/11/2018

---

Description	Quantity	Units	Price	Amount
SAWCUT, REMOVE, & REPLACE 6" SW	680.00	SF	\$9.50	6,460.00

*Thank you for choosing Cobra, we look forward to your prompt payment.*

Sub Total	\$168.50
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$168.50</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29016

Date: 11/27/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/11/2018

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #5 - MISSION HILLS				
PO: 180119				
CONTRACTED:				
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	\$3,740.00	-3,740.00
SAWCUT, REMOVE, & REPLACE 6" SW	-1.00	EA	\$4,104.00	-4,104.00
ACTUAL INSTALL: - OVERAGES				
SAWCUT, REMOVE, & REPLACE 4" SW	843.00	SF	\$8.50	7,165.50
SAWCUT, REMOVE, & REPLACE 6" SW	216.00	SF	\$9.50	2,052.00

Thank you for choosing Cobra, we look forward to your prompt payment.

Sub Total	\$1,373.50
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$1,373.50</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 1099

Date: 12/12/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

---

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/11/2018

---

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #6				
ORANGE ST/ E ATLANTIC DR/ N PALM DR/ OCEAN PARKWAY				
P.O.: 180119				
CONTRACTED:				
SAWCUT, REMOVE, & REPLACE 4" SW	-1.00	EA	\$14,535.00	-14,535.00
SIGN REMOVAL/ REPLACE	-3.00	EA	\$125.00	-375.00
REPLACE TY PE D CURB	-1.00	EA	\$850.00	-850.00
ACTUAL INSTALL - EWO 12-12-2017				
SAWCUT, REMOVE, & REPLACE 4" SW	2,358.00	SF	\$8.50	20,043.00
SIGN REMOVAL/ REPLACE	3.00	EA	\$125.00	375.00

*Thank you for choosing Cobra, we look forward to your prompt payment.*

Sub Total	\$4,658.00
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$4,658.00</b>





## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29063

Date: 12/31/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

---

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 02/03/2018

---

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #8				
P.O.: 180119				
EWO PROJECT #8				
EXTRA WORK ORDER REQUEST				
SAWCUT, REMOVE, & REPLACE 4" SW	14.00	SF	\$8.50	119.00
SAWCUT, REMOVE, & REPLACE 6" SW	38.00	SF	\$9.50	361.00

*Thank you for choosing Cobra, we look forward to your prompt payment.*

Sub Total	\$480.00
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$480.00</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29049

Date: 12/22/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

---

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/21/2018

---

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #8				
P.O. #: 180119				
ACTUAL INSTALL:				
SAWCUT, REMOVE, & REPLACE 4" SW	264.00	SF	\$8.50	2,244.00
SIGN POLE REMOVAL	1.00	EA	\$125.00	125.00

*Thank you for choosing Cobra, we look forward to your prompt payment.*

Sub Total	\$2,369.00
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$2,369.00</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29045

Date: 12/22/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/21/2018

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #10 - NE BOYNTON CHANGE ORDER				
P.O.#: 180119				
EWO				
SAWCUT, REMOVE, & REPLACE 4" SW	1,804.00	SF	\$8.50	15,334.00
SAWCUT, REMOVE, & REPLACE 6" SW	123.00	SF	\$9.50	1,168.50

Thank you for choosing Cobra, we look forward to your prompt payment.

Sub Total	\$16,502.50
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$16,502.50</b>



## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29047

Date: 12/22/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

---

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 01/21/2018

---

Description	Quantity	Units	Price	Amount
CITY OF BOYNTON BEACH				
SW REHAB PROJECT - PROJECT #11 - NE BOYNTON CHANGE ORDER				
P.O. #: 180119				
EWO PROJECT #11				
SAWCUT, REMOVE, & REPLACE 4" SW	363.00	SF	\$8.50	3,085.50
SAWCUT, REMOVE, & REPLACE 6" SW	20.00	SF	\$9.50	190.00

*Thank you for choosing Cobra, we look forward to your prompt payment.*

Sub Total	\$3,275.50
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$3,275.50</b>





## Cobra Construction, Inc.

4010 Thor Drive  
Boynton Beach FL 33426  
561-276-3820

License: CGC 032699

## Invoice

Invoice#: 29060

Date: 12/31/2017

Job #: 171002

**Billed To:** City of Boynton Beach, FL.  
100 East Boynton Beach BLVD.  
P.O. Box 310  
Boynton Beach FL 33425-0310

**Project:** City of Boynton Beach  
222 N.E. 9TH AVE.  
Boynton Beach FL 33435

Client #: 10981

**Purchase Order#**

**Terms:** 30DY

**Due Date:** 02/03/2018

Description	Quantity	Units	Price	Amount
ADDITIONAL HURRICANE DAMAGE NOT TIED TO ANY PROJECT				
SW 26TH NEAR 1 ASPEN CT.				
SAWCUT, REMOVE, & REPLACE 4" SW	80.00	SF	\$8.50	680.00
1261 GONDOLA CT				
SAWCUT, REMOVE, & REPLACE 4" SW	122.00	SF	\$8.50	1,037.00
104 GATEWAY				
SAWCUT, REMOVE, & REPLACE 4" SW	228.00	SF	\$8.50	1,938.00

Thank you for choosing Cobra, we look forward to your prompt payment.

Sub Total	\$3,655.00
Payments / Credits	\$0.00
<b>Amount Due</b>	<b>\$3,655.00</b>



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Accept the City of Boynton Beach FY2016/2017 Annual Grants Report.

---

**EXPLANATION OF REQUEST:**

The mission of the Grants Team is to enhance the achievement of the City's overall goals by providing research, planning, support, feedback and other assistance to its departments in the development of alternative funding sources for citywide projects. The Grants Coordinator prepares an Annual Grants Report each year, which summarizes the City's previous year's grant activity.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

The Grants Team provides grant development support services to City departments through the identification and monitoring of federal, state, regional, and local grant opportunities. Team members and department staff seek funding for priorities identified during the budget process. Team members and staff specifically focus on meeting department goals, supporting the Capital Improvement Program (CIP) and responding to citywide emergency needs. The Annual Report serves to document citywide efforts and identify focus areas for the next fiscal year.

**FISCAL IMPACT:** None.

**ALTERNATIVES:** 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
▣ Staff Report	FY2016/2017 Annual Grants Report

**City of Boynton Beach**  
**FY2016/2017 Annual Grants Report**



**Boynton Beach Grants Team**

**December 19, 2017**



## **Introduction**

The Grants Team provides grant development support services to City departments through the identification and monitoring of federal, state, regional, and local grant opportunities. Team members and department staff seek funding for priorities identified during the budget process. Team members and staff specifically focus on furthering the Strategic Plan, meeting department goals, supporting the Capital Improvement Program (CIP) and responding to citywide emergency needs. The Grants Coordinator provides the following:

- Orientation for all new Grants Team members
- Grant writing assistance
- Grant proposal quality review
- Special project funding availability analyses
- Grant lifecycle monitoring
- Grant management training
- Serves as the Organization Administrator for grant management software
- Pre-audit preparation
- Special assistance to outside organizations as approved by the City Manager

An Annual Grants Report is published each year, which summarizes the City's previous year's grant activity, serves to document citywide efforts and identify focus areas for the next fiscal year.

Grant Team members' diligence in using the tools provided by the City is essential to communication and effective record keeping. Accordingly, the Grants Coordinator solicits comments, suggestions and recommendations regarding grants management tools and this report, which is used to increase the overall efficacy of the program.

### **Grants Team Mission Statement:**

To enhance the achievement of the City's overall goals by providing research, planning, support, feedback and other assistance to its departments in the development of alternative funding sources for citywide projects.

### **Team Structure/Protocol**

The Grants Team functions as a self-directed unit, operating under the auspices of the City Manager's Office. The team members conduct research, participate in training, prepare grant applications and manage grant awards. Membership consists of representatives from departments citywide, who also function as the liaison between their department and the team. The Grants Coordinator facilitates, expedites and communicates on behalf of the team.

## **Liaison Role on Grants Team**

- Conduct funding searches for department projects to identify appropriate funding sources
- Assist with research, writing, and gathering information for proposal development
- Continually update skills through grant training opportunities
- Review proposals (upon department request) for quality
- Communicate concerns regarding funding needs to the Grants Coordinator
- Use the tools provided by the City for effective and efficient grant management
- Follow Administrative Policy #01.02.13 Grants Management Policy & Procedures

## **FY2016/2017 Grants Team Members**

City Clerk's Office – Queenester Nieves  
Finance - Mara Frederiksen  
Fire Department – Deputy Chief Clemons/Kathy Cline  
The Links Golf Course - Sam Reep  
Human Resource - Julie Oldbury  
ITS - John McNally  
Library - Craig Clark/Anne Watts  
Planning - Hanna Matras  
Police – Officer Jaclyn Smith  
Public Arts - Debby Coles-Dobay  
Public Works/Forestry & Grounds - Glenda Hall  
Recreation & Parks – Stephanie Soplop  
Risk Management – Julie Oldbury  
Grants Team Coordinator/City Manager's Office - Debbie Majors

## **Benefits of a Grants Team**

- Increased communication regarding grant opportunities throughout the city
- City-wide consistency in grant management
- More focused approach in applying for funding (using personnel/financial resources more efficiently)
- Involving departments who have had little or no history in obtaining grant funding
- Flow of information to City Manager and City Commission has increased, therefore increasing awareness of staff efforts and resourcefulness
- The City has made new and valuable contacts throughout the state and nation enhancing our grants management operation
- We have served as a role model for many other cities and counties

## **Departmental Grant Activity FY 2016/2017**

In FY2016/2017, departments submitted 19 grant requests for funding, totaling \$2,297,290. Grant application review and approval at the state and federal level can take up to one year from the date the application is submitted. During FY2016/2017, 13 grants were awarded totaling \$1,289,334.

While the City receives some entitlement and formula funding, the majority of grants applied for are competitive. Community Development Block Grant (CDBG) and State Aid to Libraries are examples of the non-competitive funding the City receives annually. These dollars are critical to continue providing basic services to our residents. The amount of State Aid to Libraries is based on local investment in the public library. Increased investment from the City's General Funds dollars has assisted the Library to receive additional state funding. Over the past four years, the Library has seen steady increases that enable them to update technology that has provided critical services to residents.

In addition to applying for grants, staff actively manages multiple grant-funded projects. This includes reporting to the granting agency, managing project or program issues and preparing for the audit. Staff is to be commended for their efforts.

How has all this time and money enhanced the quality of life in Boynton Beach? What does this really mean?

### **Library**

State Aid Grant funds enabled the library to:

- Provide 72 hours of public technology training, including MS Word and Excel
- Multiple staff training opportunities
- One year subscriptions to Learning Express Database, Florida Legal Forms Database, Transparent Languages database, Freegal music download and streaming database, Zinio online magazines, and WatchGuard software to block inappropriate internet sites
- Archival supplies, library materials processing supplies and youth craft supplies
- 25 new Dell computers
- A new Printing Station for public use
- New library books and DVDs

### **Historic Preservation**

- Boynton Beach Heritage Education Program: Residents and visitors can learn about our rich history through the development of an interactive website containing information on Boynton's rich black history. Focusing on the area between MLK Jr. Blvd, NE 13 Avenue, N. Federal Highway and N. Seacrest, the website provides information on aspects of black history and culture.

### **Police**

- A portion of the JAG funds was used to purchase SmartWater Home Coding Instant Tracer kits, which were distributed to the community as deemed needed by our Crime Prevention Unit. K-9 harnesses were purchased for the K9's. K9's work closely with officers, the harness benefits both the K9 and their partner and lastly, funding went towards overtime in video production and a media banner was purchased to use in production of educational videos as well.

- During last year's manatee season, the manatee funds potentially saved the lives of several manatees in our waterways by having officers on the water for extra hours educating and/or citing violators for speeding through the wake zones.
- The VOCA grant allowed our agency to employ a victim advocate who assisted numerous victims throughout the year with various services.
- DUI enforcement operations increased, thanks to funding from the Florida Department of Transportation.
- The Bulletproof Vest program covered 50% of the cost for new ballistic vests for law enforcement officers.

### Recreation & Parks

- The Make a Splash Program will provide free swim lessons for approximately 90 children during the 2017/2018 school year.
- Children ages 5 -12 years, will be able to play together at Congress Avenue Barrier-Free Park on a new playground specifically designed for inclusion and accessibility. Grand Opening will be part of the Magic Wheels & Special Deals event in February 2018.

### Grants Team Activity

The Grants Team uses electronic means to manage grant funded projects, doing so we effectively maintain decentralized operations while enjoying the benefits of a centralized grants management system.

Generally, departments will identify needs and research appropriate grants during the City budget process. On occasion, emergency funding will become available (i.e. hurricane or other disaster funding); when this occurs the Grants Coordinator will work with departments to identify appropriate projects and coordinate efforts to develop a competitive grant application.

Grant funding forecasting is integral to the budget preparation process; a summary report was prepared for the FY 2017/2018 budget review team. The summary included the project title, funding source, required City match and any associated long-term operations & maintenance expenses.

<b>FY2017/2018 Total Anticipated Grant Awards</b>	<b>Award Amount</b>
14 Grant Applications	\$1,906,886
<b>Match Source</b>	<b>Match Amount</b>
General Fund (Police & Fire)	\$82,256



In addition to the proposed cash match, *in-kind support* from the General Fund totals \$12,352 (*Police Supervision for Victim Advocate position*).

### **Summary and Future Direction**

In FY2016/2017, the Grants Team utilized the Five Year Strategic Plan to conduct funding analysis to support identified goals and priorities. The team worked to secure funding to create an energetic downtown, to grow jobs and business opportunities and to provide great neighborhoods that are safe, affordable and livable.

In FY2017/2018, the Grants Team will research funding opportunities to further the four new strategic initiatives that support and maintain the strategic results (objectives). They are:

1. Redevelop Downtown
2. Building Wealth in the Community
3. Boynton Beach Branding
4. Transportation and Mobility

These initiatives for FY2017/2018 will focus and align work efforts, decisions and budget.

We are fortunate to have a Grants Team in Boynton Beach who consistently researches grant opportunities, has the knowledge and experience to prepare competitive grant applications and has been provided the tools and support necessary to effectively and efficiently manage multiple grant awards.

Our sincere thanks to Mayor Steven Grant, Vice Mayor Justin Katz, Commissioner Mack McCray, Commissioner Joe Casello, Commissioner Christina Romelus, City Manager, Lori LaVerriere and Assistant City Managers, Tim Howard and Colin Groff, for your support.

Prepared by:

*Debbie Majors*

Debbie Majors, Grants & ADA Coordinator

Attachments: FY2016/2017 Proposed and Awarded Grants

**FY2016-2017  
Awarded Grant Applications**

Department	Project	Funding Source	Grant Request	City Match	Awarded
Community Improvement	Community Development	Community Development Block Grant (CDBG)	\$497,889	In-kind Administrative Cost Share	\$497,889
Community Improvement	Community Development	State Housing Initiatives Partnership Program (SHIP)	\$460,369	In-kind Administrative Cost Share	\$465,174
Fire Department	Equipment Replacement	Assistance to Firefighters Grant	\$721,629	\$72,162	Not Awarded
Human Resource/Risk Management	Summer Intern 2017	Spencer Educational Foundation	\$3,000	\$0	Not Applied For
Historic Preservation	Boynton Beach Heritage Education Program: Phase 3 Wells Avenue	Florida Division of Historical Resources	\$50,000	\$0	\$32,942
Historic Preservation	Children's Schoolhouse Museum Repairs & Painting	Florida Division of Historical Resources Preservation (small matching grant)	\$50,000	\$8,000	Pending Notification
Library	Support Technology Infrastructure	Florida State Library - State Aid	\$72,484	\$0	\$71,088
Police Department	Traffic Safety Impaired Driving Program	Florida Dept. of Transportation	\$70,000	\$0	\$40,000

**FY2016-2017  
Awarded Grant Applications**

Department	Project	Funding Source	Grant Request	City Match	Awarded
Police Department	Manatee Protection Conservation Program	Dept. of Environmental Management	\$17,000	\$0	\$30,310
Police Department	Victim Advocate Position	Office of Attorney General	\$56,619.21	In-kind staff support valued at \$11,324	\$58,619.21
Police Department	Purchase bulletproof vests for officers	Dept. of Justice BPV Grant	\$15,000	\$15,000	\$7,323.75
Police Department	Public Safety Initiatives	Dept. of Justice JAG Grant	\$30,000	\$0	\$29,488
Public Art	Garden of Kinetic Delight	ArtPlace America National Creative Placemaking	\$100,000	0	Not Awarded
Public Art	Public Art Education	Visit Florida Education Grant	\$2,000	\$0	Not Applied For
Public Works	TOD Parking Analysis	Federal Transit Administration	\$75,000	\$15,000	Not Awarded
Recreation	Pool Shade Structure	American Academy of Dermatology	\$8,000	\$0	Determined Ineligible
Recreation	Senior Center Health & Wellness	Walmart Community Grant	\$2,500	\$0	Not Applied For

**FY2016-2017  
Awarded Grant Applications**

Department	Project	Funding Source	Grant Request	City Match	Awarded
Recreation	Water Safety – Learn to Swim Program	USA Swimming Foundation	\$5,000	\$0	\$2,000
Recreation	Big Belly Refuse Collectors	Waste Management	\$1,000	\$0	\$1,000
Recreation	Congress Avenue Barrier-Free Park	2016/17 FRDAP	\$50,000	\$200,000	\$50,000
Recreation	Fit2Play Afterschool Program	Florida Recreation & Parks Assoc. Foundation	\$7,300	\$0	\$3,500
Recreation	Permanent Channel Markers – Harvey E. Oyer Jr. Park	DEP Florida Boating Improvement Program	\$10,000	\$10,000	Pending Notification

Note: grants not applied for, resulted from changes in the grant application qualifications or program offerings, which prevented staff from submitting application for funding this year.

Summary prepared by Debbie Majors, Grants & ADA Coordinator





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Accept the FY2016/2017 ADA Annual Update.

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**EXPLANATION OF REQUEST:**

On July 21, 2015, The City of Boynton Beach Commission reaffirmed that the City 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. Annually, the Grants & ADA Coordinator provides an update; this report documents the progress made in FY2016/2017.

**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 report.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Staff Report	FY2016/2017 ADA Annual Update



## City of Boynton Beach FY2016/2017 ADA Annual Update



**January 16, 2018**



## **FY2016/2017ADA Annual Update**

On July 21, 2015, the City of Boynton Beach Commission reaffirmed that the City would continue to work towards full compliance with the Americans with Disabilities Act (ADA) through a proclamation celebrating the 25<sup>th</sup> Anniversary of the Americans with Disabilities Act being signed into law. Annually, the Grants & ADA Coordinator prepares an ADA Update for the City Commission and residents.

The focus for FY2016/2017 was 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. This report documents the great progress made in FY2016/2017.

### ***1. Facility Compliance Evaluation - track architectural barriers modification Public Works Director and staff.***

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.

During fiscal year 2016-2017, an ADA refurbishment was completed at Oceanfront Park. The work completed is as follows:

1. Proper floor and wall clearance for all fixtures
2. New angled mirrors
3. New faucets
4. Handrails and dispensers mounted to the correct specifications.

### ***2. Fund education and improvements in communication, programs & services to the public and employees.***

The Fire Department has received 10 Deaf Emergency Awareness Booklets, which contains basic American Sign Language (ASL) signs for police and EMS staff to use when communicating with someone who is deaf. The booklets are kept in each emergency response vehicle for the first responders, as needed. In addition, Fire & Life Rescue personnel have been trained on the signs in partnership with Gulfstream Goodwill Industries, Deaf Services Director. One Fire Fighter II is continuing to take ASL classes



and will train other personnel on basic signs and how to use the booklet. She has already used her signing skills at a traffic accident to help officers on the scene.

### **3. *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](http://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 its electronic and information technology is accessible to people with disabilities;
- [www.section508.gov](http://www.section508.gov), the website of the Federal Information Technology Accessibility Initiative;

Phase I of the website will include several updates to reflect ADA requirements.

### **4. *Prepare and/or Modify Policies & Procedures***

The Recreation & Parks Department continues to use an Individual Recreational Plan (IRP) to assist with inclusion of children and adults with disabilities in recreation programs. Similar to the Individual Educational Plan (IEP), used by the school district, the plan is created with the participant & family's input and specifically addresses each child's needs to provide equal opportunity to participate in a recreation program. Inclusion Support Team members are called upon to observe and help assess the program modifications needed for success.

The ADA Coordinator reviews 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* is included in the Administrative Policy Manual and is reviewed and updated annually.

The Recreation & Parks Department has incorporated sensitivity training and education on the American's with Disabilities Act in their Annual Meeting for all full and part-time employees.

**5. *Acquire Resources – employee contacts, service organization contacts, community partners***

A Community Resource List, with contacts to foundations, fraternal organizations and agencies in Palm Beach County who serve individuals with disabilities, is posted on the City Share Drive for all employees to access.

The Center for Autism and Related Disabilities and the Alzheimer's Association of the Palm Beaches attended the 2017 Employee Wellness & Benefits Fair, providing employees information on their services and programs.

The City renewed contracts with American Sign Language interpreter agencies for the upcoming fiscal year. In addition, employees have access to Video Remote Services (VRS) for immediate access to an interpreter at City Hall, the library and in the Police Department. Personnel in each of these departments have been trained on using the VRS service.

The City's Share drive includes an ADA Compliance folder, containing 66 sub folders, with a wealth of information on anything related to the Americans with Disabilities Act. This resource is available to all City personnel.

The ADA Coordinator and Recreation & Assessment Specialist regularly attend conferences and workshops throughout the county and state, to strengthen partnerships and broaden the resources available to the City.

**6. *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.

Emergency preparedness brochures are available at the library and through the ADA Coordinator, in large print and in braille. The City of Boynton Beach has a large population of residents who are Deaf. During Hurricane Irma, the City provided an ASL interpreter at the Emergency Operations Center (EOC), to provide effective

communication before and during the storm. Videos were shared on social media to help keep residents informed and safe. Response from the Deaf community was overwhelmingly positive. The City plans to create brief and informative pre & post emergency management videos in ASL for the residents of Boynton Beach.

#### **7. *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. An Inclusion Support Team (ADA Committee) was created to assist the ADA Coordinator and the City in the following ways:

- Establish a network of members, resources and services available in the community. 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.

The Inclusion Support Team was created in 2016, and has grown to 11 members:

- The Arc of Palm Beach County
- The Alzheimer's Association of the Palm Beaches
- 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
- Future 6 Helping Hands
- Gold Coast Down Syndrome Organization
- Lighthouse for the Blind of the Palm Beaches
- Sea Turtle Adventures
- South Tech Academy

City representatives include Human Resources/Risk Coordinator, the Recreation & Assessment Specialist and the ADA Coordinator. The Inclusion Support Team meets quarterly and is 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. Team members recently met with Assistant City manager, Colin Groff to learn about the Town Square project. The team will meet with consultants and partners to provide input on accessibility and inclusion when the project moves into Phase II.

The Palm Beach County Association of the Deaf (PBCAD), requested fire safety information for their members. The Boynton Beach Fire Marshall provided a hands-on training session at Fire Station #5. Approximately 30 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.

Several special events and meetings held in 2017, included sign language interpreters as the Deaf community began to take greater interest in what was happening in the City. These included the International Kinetic Art Exhibit and Symposium, Police department Town Hall meetings, Town Square Public Input meetings and budget workshops. In February, the Recreation Department contracted with an artist who is deaf to provide Silent Painting Parties for the public & employees.

#### **8. *Develop City-wide ADA Training Program for Employees***

Employee training is a priority. 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 the police department in September 2017. Over the past year, several departments implemented best practices to support community inclusion, which earned the City the status of an “Autism Friendly Business”. Boynton Beach is the first municipality to earn this distinction and is acknowledged on Florida Atlantic University CARD website.

Deaf Services at Gulfstream Goodwill Industries also provided training for department personnel in September 2017. 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, employees from six departments decided to learn ASL and are currently enrolled in either basic or intermediate American Sign Language class, held in the evenings at Intracoastal Park Clubhouse.

CARD and The Arc provided training to the seasonal part-time staff hired for the 2017 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.

In addition to the group trainings, several other educational and sensitivity opportunities have been provided.

- Human Resources provided “Casual Fridays with a Cause” campaign, with employees donating \$15/month to a charity to wear nice jeans and a shirt signifying support of the cause. Donations were given directly to the charity. The ADA Coordinator emailed employees educational information and resources regarding the cause to increase awareness. In 2017, the employees supported Autism Awareness and Alzheimer’s Awareness. This campaign will continue in 2018, to increase awareness of these and other organizations, serving our community.
- Alzheimer’s Association held a Lunch & Learn (six workshops with various topics) at the City library. The Community Caring Center, provided brain healthy lunch options at the library café in support of these workshops.
- There were volunteer opportunities with *Future 6, Helping Hands*. Employees could volunteer to help children with disabilities surf at Oceanfront Park beach, from May through September. This program will continue in 2018.

## Success Stories

### Boynton Beach becomes the First Autism Friendly City



Partnerships between the City and organizations serving individuals with disabilities is important to educate staff, remove stigmas, and provide opportunities for individuals with the professional support they need to be successful in all areas of life.

Boynton Beach is officially an Autism Friendly City!

The City has been designated an Autism Friendly City by the Center for Autism and Related Disabilities at Florida Atlantic University and recognized as such by *Quality Cities* magazine in February 2017. The City is currently working towards becoming a Deaf Friendly and Dementia Friendly City with many new initiatives.

The Recreation & Parks Department, Development, The Links Golf Course and Customer Service at City Hall all followed best practices to create visual supports to better serve individuals and their family members on the Autism spectrum. Employees receive annual training on being an Autism Friendly City and how each employee can make a difference every day.

The City's Art in Public Places program held, "*Breaking Barriers*" a public art exhibit and reception featuring Artists with Autism.

Throughout the summer, the public was invited to visit the Civic Center auditorium, to view artwork by eleven artists. A reception provided the public an opportunity to meet the artists, learn about their work and to purchase art, supporting these young and talented entrepreneurs.



### **Magic Wheels & Special Deals**

To celebrate inclusion and bring recognition to the Congress Avenue Barrier-Free Park, the Recreation & Parks Department created the *Magic Wheels & Special Deals* event in February 2017. Local micro-enterprises, owned and operated by individuals with disabilities, and those businesses who support people with disabilities, came together with their artwork, candles, chocolate, and face painting to provide fun for families at the park. In addition, the honorary starter of the Barrier-Free 5K Run/Walk & Roll received her Magic Wheelchair with the unveiling before the crowd. This event truly brings the community together like no other and is a valuable way to introduce special micro-enterprises to our residents and local business community.



*Emma sees her purple Camaro Magic Wheelchair for the first time! It is a replica of her late father's Camaro, which is very special to the family. On the car door is written, "Daddy's Little Girl"*

## Provided meaningful employment for an artist who is Deaf

There are a number of challenges and barriers that exist for people who are Deaf. Workforce and business environments are changing rapidly, and require instantaneous communication in stressful environments. Many employers lack an understanding on how best to communicate with a co-worker or subordinate who is Deaf. Struggles often result in the Deaf person quitting their job or being “let go”. Finding meaningful employment is difficult.

Shivon, married and a mother of two young children, became ill at the age of 18 months and lost her hearing due to illness. Shivon received her certification from Art School in Minneapolis, MN and has worked with world-renowned artist Romero Britto in Miami, FL, but she struggled with obtaining meaningful employment while raising her children. She took a position working a night shift and would do odd jobs to help support her family.



Shivon Jackson-Schmitz & Walter Cerasoli

In February 2017, the Recreation & Parks Department contracted Shivon Jackson-Schmitz to provide Silent Painting Parties. Shivon is able to use her artistic talent and friendly nature to show how easy it really is to paint, as well as communicate with the deaf.

She tells students, *“Painting is a visual communication of feelings and thoughts. In my class, you will learn with your eyes and express with your hands.”*

Students learn a little sign language too, which is always exciting!

In September 2017, Shivon was nominated for the 2017 Sunrise Business Heroes Awards, sponsored by the Greater Sunrise Chamber of Commerce. This award was to honor outstanding individuals in the business community. Moral to the story... Never give up and always be willing to give someone a chance... they just might surprise you.



The focus for FY2017/2018 is on continued education and training of City staff and partners; offering additional inclusion opportunities in recreational programs and special events; and continuing to make capital improvements to improve access to City facilities.

One final thought...



Thank you Mayor Grant, Vice Mayor Katz, Commissioner Casello, Commissioner McCray, 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 and welcoming to everyone.

Debbie Majors  
Grants & ADA Coordinator

Attachments: Inclusion Flyers/Notices





Boynton Beach Fire Department



presents

## Fire Safety for the Deaf Community

When: Wednesday, January 18, at 1:00 p.m.

Where: Boynton Beach Fire Rescue Station 5



2080 High Ridge Rd, Boynton Beach, FL 33426

- How to get a smoke/fire alarm that works for your disability
- How to make sure my smoke/fire alarm is working correctly
- How to be safer when living with family and nobody in the family has a smoke/fire alarm
- How to best communicate with fire rescue personnel
- Plugging appliances/devices into one outlet – how much is safe and how much is TOO much?



For more information, please contact Debbie Majors,  
Grants & ADA Coordinator at PH: (561) 742-6241, TTY: (800) 955-8771  
Email: [majorsd@bbfl.us](mailto:majorsd@bbfl.us)



## Downtown Boynton Beach

Sat., Feb. 4 and Sun, Feb. 5

Interpreted Tours begin at 10:00 a.m. & 2:00 p.m.  
*(Meet at the Exhibition Tent on E. Ocean Avenue & Seacrest Blvd.)*



**FREE TO THE PUBLIC**

**This event will connect you to one-of-a-kind visual art experiences**

- Tour 16 iconic kinetic artworks installations on the Avenue of the Arts.
  - View over 60 indoor kinetic artworks.
  - Interact with kinetic art influenced technological innovations.
    - Enjoy kinetic performances.
    - Meet international kinetic artists.



Created by the **Boynton Beach Arts Commission** and produced by the **City of Boynton Beach Art in Public Places** program, the **International Kinetic Art Exhibit and Symposium** is a biennial event held in east Boynton Beach that is free and open to the public. For more information visit <http://intlkineticartevent.org/>



# Magic Wheels & Special Deals

AT BARRIER FREE PARK

3111 S. CONGRESS AVE., BOYNTON BEACH

Friday, February 10th • 4:00 p.m. - 6:00 p.m.

*Don't miss this fun event where you can meet local businesses  
and be among the first to see the unveiling of The Magic Wheelchair!*

**FACE PAINTING • MUSIC FROM THE ROYAL DJ'S  
LOCAL BUSINESS VENDORS • EARLY PACKET PICK-UP FOR 5K**



*The Chocolate Spectrum*  
celebrates the many shades of the human spirit



*The Magic Wheelchair was designed for 11 year old Emma Pietrafesa, the honorary starter of the Barrier Free 5K Run, Walk or Roll taking place on February 11, 2017. She is a beautiful little girl that pushes through life's struggles despite dealing with Cornelia de Lange, a developmental disorder that affects many parts of the body. Emma also recently lost her father, Coral Springs Firefighter Paul Pietrafesa, due to pancreatic cancer.*



**For more information on the Barrier Free 5K,**  
visit [www.barrierfree5k.pbrace.com](http://www.barrierfree5k.pbrace.com)



For more information, call 561.742.6649

Visit us at [www.boynton-beach.org/recreation](http://www.boynton-beach.org/recreation)

Facebook at [www.facebook.com/boyntonbeachrecandparks](https://www.facebook.com/boyntonbeachrecandparks)

Twitter @boyntonbeachrec





The City of Boynton Beach Recreation and Parks Department Presents

# Shivon's Silent Painting Party

## A Unique and FUN Experience!



Wednesdays, 6 – 8 p.m.

Boynton Beach Art Center

*Knowledge of ASL sign language not required*

**Open to all ages & abilities!**

**\$25R/\$31NR Per Class 12 x 16 canvas**

**Create your own themed masterpiece**

*(All Supplies Included)*



*Shivon Jackson-Schmitz*



**April 12 Easter painting**

**April 19 Sunflower painting**

**April 26 Waterfall painting**



Pre-registration is required. Register in person at Intracoastal Park Clubhouse, 2240 N. Federal Highway, Tuesday - Saturday, 10 a.m. to 2 p.m. or online at [www.boynton-beach.org/recreation](http://www.boynton-beach.org/recreation). Follow us at [www.facebook.com/boyntonbeachrecandparks](https://www.facebook.com/boyntonbeachrecandparks) and [www.twitter.com/boyntonbeachrec](https://www.twitter.com/boyntonbeachrec). Please call 742-6243 for more information.





The City of Boynton Beach  
Recreation and Parks Department  
Presents

# Concert on the Green

Saturday, April 22, 5:00-7:00 pm

*Celebrate Earth Day at one of  
Boynton Beach's hidden treasures*

A Certified Audubon Cooperative Sanctuary  
at The Links of Boynton Beach  
8020 Jog Rd., Boynton Beach



Music by:



Nature Tours! Food!  
Kids Activities! Music!  
**FREE FUN FOR EVERYONE!**

Visit us at [www.boynton-beach.org/recreation](http://www.boynton-beach.org/recreation)  
Follow us at [www.facebook.com/boyntonbeachrecandparks](https://www.facebook.com/boyntonbeachrecandparks)  
[www.twitter.com/boyntonbeachrec](https://www.twitter.com/boyntonbeachrec)



The City of Boynton Beach Recreation & Parks Department programs are for everyone. In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of special accommodations shall, within three business days prior to the program, contact the Department at (561) 742-6649.

# alzheimer's association®

## FREE Community Workshops

### Offered by the Southeast Florida Chapter

at Boynton Beach City Library, 208 S. Seacrest Blvd., Boynton Beach, 33435

#### The Basics: Memory Loss, Dementia & Alzheimer's Disease



If you or someone you know is affected by Alzheimer's disease or dementia, it's time to learn the facts. This program provides information on detection, causes

and risk factors, stages of the disease, treatment, and much more.

**April 19, 1-2 p.m.**

#### Know the 10 Warning Signs

alzheimer's  association

**KNOW**the  
**10 SIGNS**  
EARLY DETECTION MATTERS

If you or someone you know is experiencing memory loss or behavioral changes, it's time to learn the facts. Early detection of Alzheimer's disease gives you a chance to begin drug therapy,

enroll in clinical studies and plan for the future. This interactive workshop features video clips of people with Alzheimer's disease.

**April 26, 1-2 p.m.**

#### Understanding and Responding to Dementia-Related Behavior



Behavior is a powerful form of communication and is one of the primary ways for people with dementia to communicate their needs and feelings as the ability

to use language is lost. However, some behaviors can present real challenges for caregivers to manage. Join us to learn to decode behavioral messages, identify common behavior triggers, and learn strategies to help intervene with some of the most common behavioral challenges of Alzheimer's disease.

**May 3, 1-2 p.m.**

#### Effective Communication Strategies



Communication is more than just talking and listening – it's also about sending and receiving messages through attitude, tone of voice, facial

expressions and body language. Join us to explore how communication takes place when someone has Alzheimer's, learn to decode the verbal and behavioral messages delivered by someone with dementia.

**May 8, 1-2 p.m.**

#### Healthy Living for Your Brain and Body



For centuries, we've known that the health of the brain and the body are connected. But now, science is able to provide insights into how to make lifestyle choices that may help you keep your brain and body healthy as you age. Join us to learn about research in the areas of diet and nutrition, exercise, cognitive activity

and social engagement, and use hands-on tools to help you incorporate these recommendations into a plan for healthy aging.

**May 17, 1-2 p.m.**

#### Dementia Conversations



This workshop is for families facing a new diagnosis of Alzheimer's and will offer tips on how to have honest and caring conversations with family members about going to the doctor,

deciding when to stop driving and making legal and financial plans.

**May 22, 1-2 p.m.**

To find a workshop near you visit [alz.org/seflorida](http://alz.org/seflorida) or to book a workshop for your organization, church or workplace, contact 800.272.3900.





**Exhibit:** May - August 2017

**Reception:** Sat., July 29, 10am-12noon.

**Location:** Civic Center, 128 E. Ocean Ave., Boynton Beach

## **“Breaking Barriers”** featuring Artists With Autism

The public is invited to meet the artists and interact in their business and social skills while learning about their artwork. All artwork is available for purchase. Enjoy light refreshments while you learn about the organization, Artists With Autism.



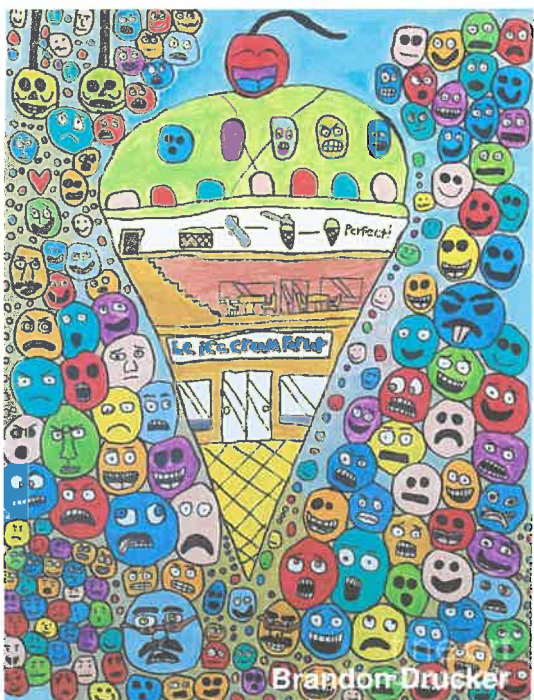
## **About Artists With Autism:**

Our mission is to educate aspiring artists on the autism spectrum about business skills and social skills through the arts. We strive to reach this goal by promoting their artistic talents through the concept of micro-enterprising, provide opportunities to show and sell their art, in which to create independence, foster self-confidence, and offer encouragement and hope to their families.

**For more information visit:**

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

[www.ArtistsWithAutism.org](http://www.ArtistsWithAutism.org)



**For more information contact:**

All Inclusive City of Boynton Beach Art in Public Places

Debby Coles-Dobay, Public Art Manager

at [ColesDobayD@bbfl.us](mailto:ColesDobayD@bbfl.us)

**Facebook:** Boynton Beach Art in Public Places

**Web site:** [BoyntonBeachArts.org](http://BoyntonBeachArts.org)

**Twitter:** @BoyntonArts

Anyone who requires an auxiliary aid or service for effective communication, or modification of policies or procedures to participate in a City program, service or activity, should contact the ADA Coordinator at (561) 742-6241, (TTY) 1-800-955-8771, as soon as possible but no later than 5 days before the scheduled event.





# For the Love of Surfing

**FREE** surf program for Children with ALL Special Needs

Dates and Locations (9:00 a.m.)

## *Boynton Beach Oceanfront Park*

**May 27, 2017**

**July 22, 2017**

**August 26, 2017**

**September 23, 2017**

## *Treasure Coast*

**June 10, 2017 – Dollman Beach**

**July 8, 2017 – Stuart Public Beach**

**August 12, 2017 – Waveland**

**September 9, 2017 – Jensen Beach**



in partnership with

and sponsored by



FUTURE 6 HELPING HANDS is a 501(c)(3) non-profit organization that provides cost free programs to children with varying disabilities, special needs and at risk youth.

For more information or to volunteer - Facebook @future6official / [www.f6helpinghand.org](http://www.f6helpinghand.org)



## 6th Annual Haunted Pirate Fest & Mermaid Splash



**YO HO HO MATEY!**

Calling all scallywaggers, wenches, fairy, and mermaid fanatics! The Boynton Beach Community Redevelopment Agency (CRA) proudly announces the 6th Annual Haunted Pirate Fest & Mermaid Splash! This FREE 2-day festival takes place on Saturday, October 21 from 11 am – 9 pm and Sunday, October 22 from 11 am – 6 pm.

This lively festival will provide attendees with nonstop entertainment, as the streets come to life with 12 stages of live entertainment, music, pirate reenactments, magic shows and interactive mermaid tanks. Visitors will have the opportunity to partake in a treasure hunt, mermaid pageant, costume contest, and many other activities. The event will also feature a Schoolhouse Spooktacular presented by the Schoolhouse Children's Museum.

This action packed and fun-filled event is sure to be a hit among residents of all ages. Mark your calendar and come celebrate Boynton Beach's signature event!

### **Is the festival accessible for guests with disabilities?**

Yes, reserved parking for guests with disabilities is available and ADA port-o-lets will be available at each restroom area.

### **Sign Language Interpreters**

Upon request, we will provide sign language for the event. Please call (561) 600-9097 or email [CoppinM@bbfl.us](mailto:CoppinM@bbfl.us) at least one week prior to the event to request an interpreter. Due to the extensive process required to secure an interpreter, requests made after October 13, 2017 may not be accommodated.

Link to the Boynton Beach Piratefest website  
<http://www.bbpiratefest.com/p/getconnected/18>



## Sensitive Santa at the Boynton Beach Mall

Sensitive Santa at the Boynton Beach Mall

Sun, November 26, 2017, 9:00 AM – 11:00 AM EST – FREE (Sold Out)

### **DATE AND TIME**

Sun, November 26, 2017

9:00 AM – 11:00 AM EST

### **LOCATION**

801 Congress Ave

Boynton Beach, FL 33426

### **DESCRIPTION**

Sensitive Santa is an event for families with children who have special needs. This event will take place before the mall opens on November 26 from 9am - 11am.

Sensitive Santa is held in partnership with Autism Speaks, the world's leading autism science and advocacy organization.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Approve the purchase of extrication equipment for the Fire Department in the amount of \$32,693 from South Florida Emergency Vehicles of Fort Myers, FL as a sole source purchase.

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**EXPLANATION OF REQUEST:** Over the last three (3) years, the Fire Department has been updating our aging hydraulic extrication systems. This purchase is the final phase of that program and will finish updating our 20-25 year old equipment to the most technologically up-to-date, reliable, and powerful equipment.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** This final purchase will ensure that all Boynton Beach Fire Rescue emergency response units are best equipped to address the challenges associated with the exotic metals and other new materials used in vehicle fabrication today. A department evaluation committee selected the Holmatro Brand after an exhaustive in-house trial assessment of all the major brands on the market. The recommendation was based on the equipment's versatility, safety, rapid deployment, and ease of use. The goal is to expedite the safe extrication of victims trapped in vehicles, while reducing the risk of injury to the emergency responder.

**FISCAL IMPACT:** Budgeted This final phase of this three (3) year program will provide the Holmatro extrication system on all of our Fire Department suppression units. This equipment is proven to be technologically more advanced than our aging hydraulic powered systems. The Holmatro systems have a longer service life and are proven to be more reliable and can be more quickly deployed during an emergency. Battery powered systems are considered much safer than their hydraulic counter parts, require less maintenance, and reduce the risk of firefighter injuries.

**ALTERNATIVES:** At this time, we offer no alternatives to the purchase of this Holmatro equipment, as it is the last purchase in a 3-year process to complete the update our equipment and have same equipment on all of our suppression units.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
▢ Addendum	QUOTE
▢ Addendum	SOLE SOURCE LETTER
▢ Addendum	HOLMATRO BROCHURE
▢ Addendum	HOLMATRO WHITE PAPER



4655 Cummins Ct.  
Fort Myers, FL 33905

Phone: 239-267-5300  
Fax: 239-590-9246



# Quote

Date	Quote #
11/27/2017	Q1525

Name / Address
Boynton Beach Fire Rescue 2080 High Ridge Rd Boynton Beach, FL 33426

Ship To
Boynton Beach Fire Rescue 2080 High Ridge Rd. Boynton Beach, FL 33426

HS #			Terms	Rep	Valid to Date	
			Net 30	NS	3-15-2018	
Qty	U/M	Item	Description	List Price	Sales Price	Total
			Quote for Holmatro EVO3 Battery Rescue System			
1	EA	HOL-158.052.246	GCU 5050 EVO 3 CUTTER 5.0AH 120V PKG		10,014.00	10,014.00
1	EA	HOL-158.052.240	GSP 5240 EVO 3 SPREADER 5.0 AH 120V PKG		10,148.00	10,148.00
1	EA	HOL-158.052.237	GRA 4331 EVO 3 RAM 5.0 AH 120V PKG		8,253.00	8,253.00
1	EA	HOL-150.006.373	EXTENSION RAM 6.5"		496.00	496.00
1	EA	HOL-150.006.372	EXTENSION RAM 13.8"		547.00	547.00
1	EA	HOL-150.006.204	EXTENSION RAM 19.7"		627.00	627.00
1	EA	HOL-158.181.016	RAM SUPPORT HRS22 NCT		541.00	541.00
1		HOL-150.182.207	BMC 2 AC/DC ADAPTER 120V AC / 28V DC		596.00	596.00
1		HOL-150.182.274	PULLING ATTACHMENT SET SP5240/50		1,029.00	1,029.00
1		HOL-150.582.152	PULLING CHAINS SET 3/8"		292.00	292.00
1		SHIPPING	FREIGHT		150.00	150.00
			Holmatro is Proudly Made in USA			

November 2, 2017

To Whom It May Concern:

This letter is to certify in writing that as of this date, and until superseded in writing, South Florida Emergency Vehicles with its principal location at:

4655 Cummins Ct.  
Fort Myers, FL 33905

is the sole authorized Holmatro Sales and Factory Authorized Service Dealer for South & Central Florida, including the counties of:

Brevard, Broward, Charlotte, Citrus, Collier, DeSoto, Flagler, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Levy, Manatee, Marion, Martin, Miami-Dade, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Lucie, Sumter, Volusia

Sincerely,



Tony Barboza  
National Sales Manager  
Holmatro, Inc.

# EVO 3

Cordless Rescue Tools





A firefighter in full gear, including a white MSA helmet and tan jacket, is using a cordless Holmatro rescue tool. The tool is black and orange, with the brand name 'holmatro' clearly visible. The firefighter is wearing orange and black gloves. The background shows the rear of a dark-colored car with a red taillight. The scene is dimly lit, emphasizing the firefighter and the tool.

**THE FUTURE  
IS CORDLESS**



# NEW! EVO 3 CORDLESS RESCUE TOOLS

Our next generation battery-powered rescue tools deliver unmatched performance at a higher speed. Especially when it really counts, during challenging extrications. Combined with a clever design optimizing the benefits of cordless, these tools offer you ultimate freedom.

UNMATCHED PERFORMANCE  
ULTIMATE FREEDOM

6

## EVO 3 TECHNOLOGY

A quick look under the hood



8

## UNMATCHED PERFORMANCE

Anytime, anywhere



10

## ULTIMATE FREEDOM

Designed around you



13

## FULL RANGE AVAILABLE

Discover all EVO 3 tools



22

## A HISTORY OF INNOVATION

Quality, performance and innovation

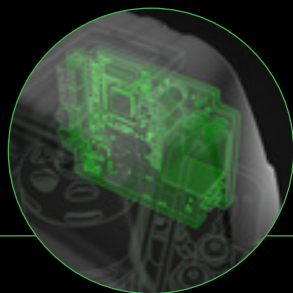




# EVO 3 TECHNOLOGY

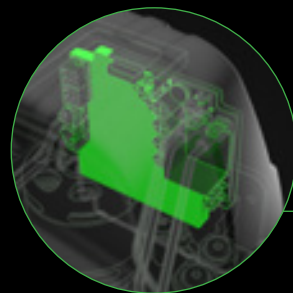
These features and benefits of the drive unit are too good to remain concealed.

## CONSTANT HIGH SPEED



### ELECTRONIC SPEED CONTROL (ESC)

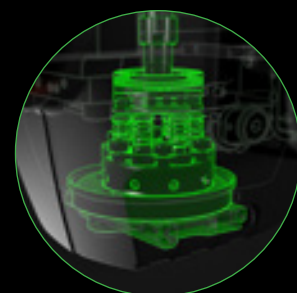
ESC keeps the rpm of the brushless motor (and thus of the hydraulic pump) at a constant maximum level, even at high tool loads or when the battery voltage drops. This results in a continuous, optimally high tool speed.



## DUST & MOISTURE PROOF

### SEALED CIRCUIT BOARD

The electronics inside the tool are cast in resin and therefore fully protected against moisture and dust. In addition, EVO 3 tools have an IP54 rating against dust and splashing water.

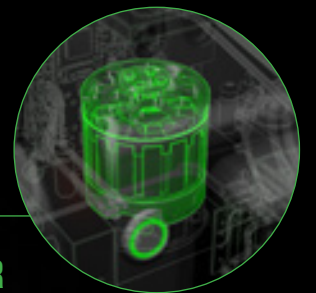


## NO ENERGY LOSS

### DIRECT-DRIVE PUMP

The motor drives the pump directly, without a gear transmission in between. This eliminates mechanical energy loss and provides more usable torque to pump hydraulic fluid.

## POWERFUL & ENERGY EFFICIENT



### BRUSHLESS MOTOR

Powerful and extremely energy efficient motor, specially built for the application. Designed for use in hot, cold and wet weather conditions.



WATCH THE VIDEO OR  
REQUEST A DEMO ON  
[HOLMATRO.COM/EVO3](https://holmatro.com/evo3)



# UNMATCHED PERFORMANCE

Anytime, anywhere

Holmatro EVO 3 cordless tools deliver the exact same performance as our CORE Technology hose tools. Their high hydraulic forces, excellent EN and NFPA scores and unmatched performance on modern cars are identical. CORE or cordless: the choice is yours.

## More speed when it counts

Connected to an external pump with a higher flow, hose tools are still quicker than battery tools. Nevertheless we have succeeded in significantly increasing the speed of our battery tools. Especially when placed under high loads during challenging extrications, our EVO 3 tools offer more speed.

## In any situation

Tested in the Texas heat and the pouring rain of the Netherlands EVO 3 tools perform in all types of weather. They have an IP 54 protection rate against dust and splashing water from any direction.

PERFORMANCE  
MEETS SPEED

WATCH THE VIDEO OR  
REQUEST A DEMO ON  
[HOLMATRO.COM/EV03](https://holmatro.com/ev03)



# ULTIMATE FREEDOM

## Designed around you

Holmatro EVO 3 cordless tools offer you maximum operational freedom. And not just because they are cordless or ready to use at the touch of a button. It is their unique design that truly improves ease of use.

### INLINE CONTROL HANDLE WITH 360° ACCES

### SMART BATTERY POSITION

### MORE WORKING SPACE

**INCLINED CUTTING**

#### Inline control handle with 360° acces

Centrally placed at the back of the tool, our control handle is always within reach, even in the most difficult positions and at all sides of the car.

#### Smart battery position

The battery on top of the tool is always accessible and easy to change, even when space is limited.

#### More working space

Also available in a cordless version is our unique Inclined Cutter, offering improved ergonomics and maximized working space. Designed for easy use at all sides of the car.

**WATCH THE VIDEO OR  
REQUEST A DEMO ON  
[HOLMATRO.COM/EVO3](https://holmatro.com/evo3)**





# FULL RANGE AVAILABLE



Discover all EVO 3 tools  
Cutters. Spreaders. Combi Tools. (Telescopic) Rams.



# EVO 3 CUTTERS

Inclined or traditional, our New Car Technology cutters are designed for today's toughest cars, with enough capacity left for the future. The Inclined Cutters have a 30° angled jaw improving ergonomics and maximizing working space.



GCU 5030 i CL EVO 3



GCU 5040 i EVO 3



GCU 5050 i EVO 3



GCU 5060 i EVO 3



GCU 5030 CL EVO 3



GCU 5040 EVO 3



GCU 5050 EVO 3



GCU 5060 EVO 3

Specifications		GCU 5030 i CL EVO 3	GCU 5030 CL EVO 3	GCU 5040 i EVO 3	GCU 5040 EVO 3	GCU 5050 i EVO 3	GCU 5050 EVO 3	GCU 5060 i EVO 3	GCU 5060 EVO 3
Article number		150.052.109	150.052.108	150.052.111	150.052.110	150.052.113	150.052.112	150.052.115	150.052.114
Cutter jaw		inclined	traditional	inclined	traditional	inclined	traditional	inclined	traditional
Max. working pressure	bar/Mpa	720 / 72	720 / 72	720 / 72	720 / 72	720 / 72	720 / 72	720 / 72	720 / 72
Max. cutting opening	mm	170	170	170	170	182	182	205	205
Max. cutting force (theoretical)	kN/t	549 / 56	579 / 59	764 / 77.9	794 / 81	1389 / 141.6	1412 / 144	1765 / 180	1793 / 182.8
Weight, ready for use	kg	15.2	15.1	19	18.8	21.6	21.4	25.4	25.3
Dimensions (L x W x H)	mm	823 x 277 x 252	825 x 275 x 188	843 x 301 x 263	844 x 277 x 188	898 x 298 x 268	887 x 277 x 196	960 x 342 x 285 /	945 x 278 x 200
EN 13204 classification		BC150F-15.2	BC150F-15.1	BC165I-19.3	BC165I-18.8	BC165K-21.6	BC165K-21.4	CC205K-25.4	CC205K-25.3
EN 13204, cutting capacity		1H 2G 3G 4F 5G	1H 2G 3G 4F 5G	1I 2I 3I 4J 5J	1I 2I 3I 4J 5J	1K 2K 3K 4K 5K	1K 2K 3K 4K 5K	1K 2K 3K 4K 5K	1K 2K 3K 4K 5K
NFPA 1936, cutting capacity		A6 B5 C6 D6 E6	A6 B5 C6 D6 E6	A7 B7 C6 D7 E8	A7 B7 C6 D7 E8	A8 B8 C7 D9 E9	A8 B8 C7 D9 E9	A9 B9 C9 D9 E9	A9 B9 C9 D9 E9
Round bar (S235 acc. to EN 13204)	mm	31	31	36	36	41	41	47	47
Protection rate		IP54	IP54	IP54	IP54	IP54	IP54	IP54	IP54
LED lights in carrying handle		•	•	•	•	•	•	•	•
i-Bolt		•	•	•	•	•	•	•	•

REQUEST A DEMO ON  
HOLMATRO.COM/EVO3

# EVO 3 COMBI TOOLS

Cutting, spreading, squeezing and pulling: a combi tool can do it all. Holmatro offers compact lightweight models, a heavy-duty version and everything in between.



GCT 4120 EVO 3



GCT 4150 EVO 3



GCT 5111 EVO 3



GCT 5117 EVO 3

Specifications		GCT 4120 EVO 3	GCT 4150 EVO 3	GCT 5111 EVO 3	GCT 5117 EVO 3	GCT 5160 EVO 3
Article number		150.052.105	150.052.106	150.052.099	150.052.102	150.052.098
Max. working pressure	bar/Mpa	720 / 72	720 / 72	720 / 72	720 / 72	720 / 72
Spreading distance	mm	268	360	281	431	468
Max. cutting opening	mm	191	229	196	352	394
Max. spreading force	kN/t	220 / 22.4	211 / 21.5	457 / 46.6	54 / 5.5	1367 / 139.4
Min. spreading force (EN 13204)	kN/t	26 / 2.7	35 / 3.6	48 / 4.9	28 / 2.9	44.5 / 4.5
Max. cutting force	kN/t	247 / 25.2	380 / 38.7	206 / 21	204 / 20.8	929 / 94.7
Max. squeezing force	kN/t	46 / 4.7	76 / 7.7	44 / 4.5	27 / 2.8	87.9 / 9
Max. pulling force	kN/t	65.6 / 6.7	63.9 / 6.5		30 / 3.1	105 / 10.7
Round bar (S235 acc. to EN 13204)	mm	24	32	24	24	40
Weight, ready for use	kg	14.6	19.6	13.7	14.4	23.3
Dimensions (L x W x H)	mm	789 x 285 x 201	900 x 275 x 205	680 x 278 x 205	778 x 279 x 204	1022 x 276 x 202
EN 13204 classification		Bk26 / 268-E-14.6	Ck35 / 360-H-19.6	Bk48 / 281-E-13.7	Bk28 / 431-E-14.4	Ck45 / 468J-23.3
EN 13204, cutting capacity		1F 2F 3E 4E 5G	1I 2H 3H 4J 5H	1E 2E 3E 4E 5E	1E 2E 3E 4E 5E	1J 2K 3K 4K 5K
NFPA 1936, cutting capacity				A5 B5 C5 D6 E4	A5 B5 C4 D6 E4	A8 B9 C8 D9 E9
Max. pulling force (NFPA 1936, HPF)	kN/t				27 / 2.8	105 / 10.7
Min. pulling force (NFPA 1936, LPF)	kN/t				18 / 1.8	86.4 / 8.8
Max. spreading force (NFPA 1936, HSF)	kN/t			52 / 5.3	32 / 3.3	47.1 / 4.8
Min. spreading force (NFPA 1936, LSF)	kN/t			40 / 4.1	25 / 2.5	39.2 / 4
Protection rate		IP54	IP54	IP54	IP54	IP54
LED lights in carrying handle		•	•	•	•	•
i-Bolt			•	•	•	•
Removable spreading tips						•



GCT 5160 EVO 3

REQUEST A DEMO ON  
HOLMATRO.COM/EVO3





CREATE ALL  
THE SPACE  
YOU NEED



EVO 3 SPREADERS

From compact lightweight to heavy duty:  
these spreaders create all the space you need.



GSP 5240 CL EVO 3



GSP 5250 EVO 3



GSP 5240 EVO 3

Specifications		GSP 5240 CL EVO 3	GSP 5240 EVO 3	GSP 5250 EVO 3
Article number		150.052.116	150.052.117	150.052.118
Max. working pressure	bar/Mpa	720 / 72	720 / 72	720 / 72
Max. spreading force	kN/t	131 / 13.4	280 / 28.6	366 / 37.3
Max. pulling force	kN/t	47 / 4.8	47 / 4.8	67 / 6.8
Spreading distance	mm	510	725	725
Max. squeezing force	kN/t	47 / 4.8	59 / 6	135 / 13.8
Min. spreading force (EN 13204)	kN/t	40 / 4.1	41 / 4.2	51 / 5.2
Weight, ready for use	kg	15.4	20.3	21.7
Dimensions (L x W x H)	mm	819 x 277 x 205	952 x 286 x 216	964 x 286 x 216
EN 13204 classification		EN compliant, except for spreading distance	AS41 / 725-20.3	AS51 / 725-21.7
Max. pulling force (NFPA 1936, HPF)	kN/t	47 / 4.8	47 / 4.8	67 / 6.8
Min. pulling force (NFPA 1936, LPF)	kN/t	24 / 2.4	25 / 2.5	31 / 3.2
Max. spreading force (NFPA 1936, HSF)	kN/t	53 / 5.4	70 / 7.1	97 / 9.9
Min. spreading force (NFPA 1936, LSF)	kN/t	35 / 3.6	38 / 3.9	46 / 4.7
Protection rate		IP54	IP54	IP54
LED lights in carrying handle		•	•	•

EVO 3 RAMS

Choose between single plunger rams (that can be used with extension pieces) and telescopic rams combining compact dimensions with a large extended length. All with plenty of force for use on the strongest vehicle construction.



GRA 4321 EVO 3



GRA 4331 EVO 3



GTR 5340 LP EVO 3



GTR 5350 LP EVO 3

Specifications		GRA 4321 EVO 3	GRA 4331 EVO 3	GTR 5340 LP EVO 3	GTR 5350 LP EVO 3
Article number		150.052.119	150.052.120	151.000.092	151.000.061
Max. working pressure	bar/Mpa	720 / 72	720 / 72	720 / 72	720 / 72
Number of plungers		1	1		
Spreading force over full stroke	kN/t	162.2 / 16.5	162.2 / 16.5		
Max. spreading force 1st ~ 2nd plunger	kN/t			217 / 22.1 7~ 101 / 10.3	217 / 22.1 ~ 101 / 10.3
Pulling force over full stroke	kN/t	50 / 5.1	50 / 5.1		
Spreading / pulling stroke	mm	250	350		
Spreading stroke 1st plunger ~ 2nd plunger ~ total	mm			150 ~ 125 ~ 275	375 ~ 350 ~ 725
Retracted length	mm	593	691	335	560
Extended length	mm	843	1041	610	1285
Weight, ready for use	kg	18.4	19.9	18	25
Dimensions (L x W x H)	mm	452 x 239 x 591	452 x 239 x 691	480 x 260 x 335	525 x 260 x 560
Protection rate		IP54	IP54	IP54	IP54
EN 13204 classification		R161 / 250-18.4	R161 / 350-19.9	TR217/150-101/125-18.0	TR217/375-101/350-25.0
Max. pulling force (NFPA 1936, HPF)	kN/t	50.1 / 5.1	50.1 / 5.1		
Min. pulling force (NFPA 1936, LPF)	kN/t	50.1 / 5.1	50.1 / 5.1		
Max. spreading force (NFPA 1936, HSF)	kN/t	162.2 / 16.5	162.2 / 16.5	217 / 22.1	217 / 22.1
Min. spreading force (NFPA 1936, LSF)	kN/t	162.2 / 16.5	162.2 / 16.5	101 / 10.3	101 / 10.3
LED lights in carrying handle		•	•		
Integrated LED lights				•	•
Integrated laser pointer				•	•

EVO 3  
ACCESSORIES

Everything you (may) need for your  
EVO 3 battery-rescue tools.

ALL MODELS

Required Accessories	Article nr.
Battery BPA 283 (3.0 Ah)	150.005.823
Battery BPA 285 (5.0 Ah)	150.006.208
Battery charger BCH1 (220 - 240 VAC)	150.182.208
Battery charger BCH2 (100 - 120 VAC)	150.182.209
Battery car charger BCH3, 12-24 VDC	150.182.286

Accessories	
Mains power connector BMC1 (220 - 240 VAC)*	150.182.206
Mains power connector BMC2 (100 - 120 VAC)*	150.182.207
Battery pouch	150.182.214
Carrying strap (not for rams)	150.182.249

\* Mains cable length: 2.5 m. Tool cable length: 8 m.



Battery BPA



Battery charger



Battery pouch



Carrying strap



Mains power connector

EVO 3 COMBI TOOLS

Accessories	Article nr.	Models
Carrying harness	150.553.115	4120 / 5111 / 5117
Carrying/storage bag	150.182.228	4120 / 5111 / 5117
Spreading tips set, STS 04	150.014.731	5160
Pulling attachment set, PAS 04	150.182.241	5117
Pulling attachment set, PAS 05	150.582.551	4120
Pulling attachment set, PAS 06	150.582.026	4150
Pulling attachment set, PAS 07	150.182.078	5160
Pulling chain set, PCS 01	150.582.152	4120 / 4150
Pulling chain set, PCS 03	150.582.261	5160
Pulling chain set, PCS 04, in case	150.582.020	5160
Pulling chain set, PCS 05	150.582.548	5117
Pulling attachment and chain set, PAC 01, in case	150.582.028	4120
Pulling attachment and chain set, PAC 02, in case	150.582.018	4150
Accessory set, ACS 04, in case	150.182.365	5160



Carrying harness



Carrying/storage bag



STS 04



PAS 04



PAS 05/06



PAS 07



PCS 01



PCS 03



PSC 05




PSC 04 / PAC 01/02




ACS 04

EVO 3 RAMS


Accessories	Article nr.	Models
Ram support HRS 22 NCT	150.003.105	all
Ram support HRS 22	150.181.011	all
Extension pipe TRE 01, 250 mm	150.182.337	5340 LP
Extension pipe TRE 02, 450 mm	150.182.336	5340 LP
Extension pipe, RAE 04, 165 mm	150.006.373	4321 / 4331
Extension pipe, RAE 05, 330 mm	150.006.372	4321 / 4331
Extension pipe, RAE 06, 500 mm	150.006.204	4321 / 4331
Wedge piece, RWP 01	150.181.324	4321 / 4331
Conical tip, RTC 01	150.181.325	4321 / 4331
Base plate, RBP 01	150.181.326	4321 / 4331
Connection piece, RCP 01	150.182.295	4321 / 4331
Ram heads 16 ton, set of 2	150.014.062	4321 / 4331
Pulling attachment set, PAS 08	150.582.281	4321 / 4331
Pulling chain set, PCS 01	150.582.152	4321 / 4331
Pulling chain set, PCS 02, in case	150.582.021	4321 / 4331
Accessory set, ram jacks, AS 4300 A, in case	150.182.269	4321 / 4331
Accessory set, ram jacks, AS 4300 B, in case	150.182.296	4321 / 4331
Rim adapter, set, in case	150.182.580	4321 / 4331



HRS 22 NCT




HRS 22 NCT



TRE 01/02




RAE 04/05/06




RWP 01




RTC 01




RBP 01



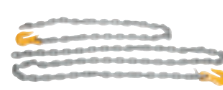
RCP 01



Ram heads




PAS 08




PCS 01



PCS 02



AS 4300 A



AS 4300 B



Rim adapter

EVO 3 SPREADERS

Accessories	Article nr.	Models
Carrying harness	150.553.115	5240 CL
Pulling chain set, PCS 01	150.582.152	all
Pulling attachment set, PAS 01	150.182.273	5240 CL
Pulling attachment set, PAS 02	150.182.274	5240 / 5250
Cutting tip set, CTS 01	150.006.474	5240 / 5250
Spreading tip set, STS 01	150.006.473	5240 CL
Spreading tip set, STS 02	150.006.475	5240 / 5250
Accessory set, ACS 01, in case	150.182.289	5240 CL
Accessory set, ACS 02, in case	150.182.288	5240 / 5250
Pulling chain set, PCS 02, in case	150.582.021	all



Carrying harness



PCS 01



PAS 01



PAS 02



CTS 01



STS 01 / STS 02



ACS 01



ACS 02



PCS 02

REQUEST A DEMO ON  
HOLMATRO.COM/EVO3



With two high-tech production plants in the Netherlands and the USA, the strictest quality, safety and performance standards in the market and a history of groundbreaking product innovations, Holmatro is the world's leading rescue tool supplier. We are very proud to see that Holmatro tools are the first choice of many fire & rescue professionals around the globe.

**DOUBLE  
PLUNGER RAM**

First ram with twin plungers. Designed to double the spreading distance without the risk of a plunger bending.



**CORE  
TECHNOLOGY**

The world's first single hose / single coupler system. A turning point in rescue tool technology, making rescue procedures safer, quicker and easier.



**INCLINED  
CUTTER**

First cutter with a 30-degree angled jaw, improving user comfort and maximizing working space.



**INCLINED CUTTING**

**A HISTORY OF INNOVATION**

1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022



**720 BAR  
WORKING PRESSURE**

First hydraulic rescue tools operating at a pressure higher than 500 bar. The birth of lighter and more compact rescue equipment.

**PERSONAL  
POWER PUMP**

The first lightweight, mobile rescue pump enabling one man to carry a full set of tool, pump and hoses on his own.



**NCT  
CUTTERS**

First cutter with U-shaped NCT (New Car Technology) blades, specially designed to cut new car construction.



**BATTERY  
TOOLS**

First high-performance battery-powered rescue tools. Easy to carry and handle thanks to a low weight (< 15 kg incl. battery).



# HOLMATRO OFFICES AND DEALERS

All over the world

Thanks to our worldwide sales  
and service network there's  
always a Holmatro representative  
nearby, ready to assist you!

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representative on  
[holmatro.com](http://holmatro.com)

WORLD'S  
LEADING  
RESCUE  
TOOLS



**Holmatro Netherlands**  
Raamsdonksveer,  
The Netherlands  
**T** +31 (0) 162 58 92 00

**Holmatro USA**  
Glen Burnie MD,  
USA  
**T** 410-768-9662

**Holmatro China**  
Suzhou, Jiangsu Province  
China  
**T** +86 (512) 6380 7060

**Holmatro UK**  
Nottingham,  
United Kingdom  
**T** +44 (0) 115-9738590

**Holmatro Poland**  
Warszawa,  
Poland  
**T** +48 (22) 76 10 404

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# CORE OR CORDLESS?

KEY CONSIDERATIONS WHEN PURCHASING  
HYDRAULIC RESCUE EQUIPMENT



 **holmatro**  
mastering power







# CORE OR CORDLESS?

## KEY CONSIDERATIONS WHEN PURCHASING HYDRAULIC RESCUE EQUIPMENT

**Until relatively recently, choosing a hydraulic rescue tool set was a pretty simple affair. The decision was usually made on only a few key considerations and the configuration was pretty standard. All involved the fundamental requirements of a cutter and spreader or a combi tool, a ram, a pump and hoses. However, in the last five years, this decision has been made harder by the rapid developments in the field of self-contained battery powered tools. Although choice is generally considered to be a positive thing, this has made the purchasing process more complex; how easy is it to make the right decision for your organization nowadays?**

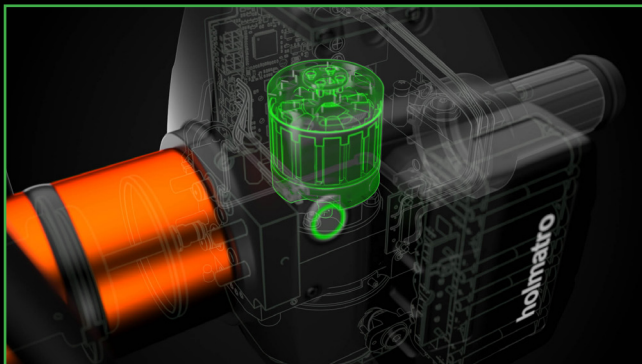
This whitepaper will guide you through the key issues to consider when selecting new hydraulic rescue tools. Each configuration, whether CORE Technology tool-hose-pump systems or cordless, battery-powered EVO 3 tools, has its benefits and operational considerations.





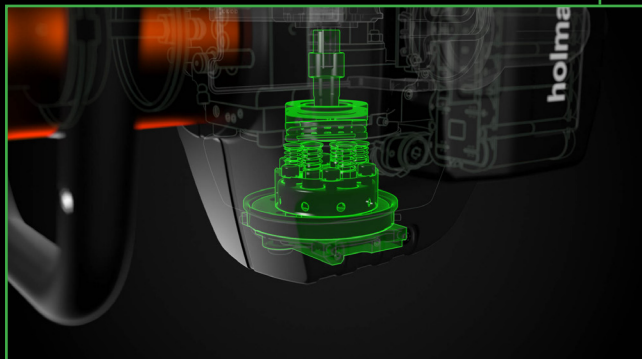
# HOLMATRO EVO 3 TOOLS - THE NEW STANDARD

Holmatro CORE Technology tools have been the industry standard for more than a decade and are well established, but what about the latest generation of Holmatro cordless tools, EVO 3? On the inside, the fully protected drive unit has been completely redesigned to achieve the same high tool performance at a significantly higher speed, especially under heavy load. A quick look under the hood:



- **Brushless motor**  
**powerful and energy efficient**

Powerful and extremely energy efficient motor, specially built for the application. Designed for use in hot, cold and wet weather conditions.

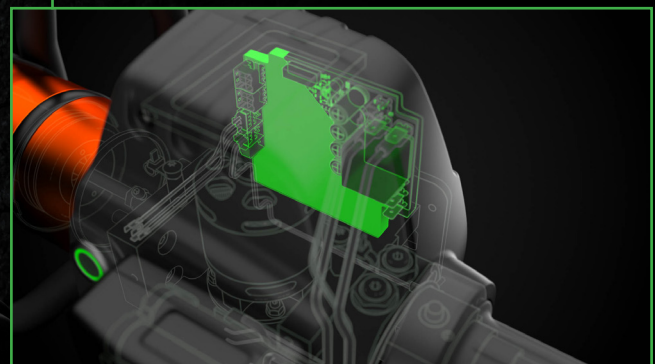


- **Direct drive pump**  
**no energy loss**

The motor drives the pump directly, without a gear transmission in between. This eliminates mechanical energy loss and provides more usable torque to pump hydraulic fluid (read: higher flow). It also results in a lower weight and noise level.

- **Electronic Speed Control (ESC)**  
**constant high speed**

ESC keeps the rpm of the brushless motor (and thus of the hydraulic pump) at a constant maximum level, even at high tool loads or when the battery voltage drops. This results in a continuous, optimally high tool speed.



- **Sealed circuit board**  
**dust and moisture proof**

The electronics inside the tool are cast in resin and therefore fully protected against moisture and dust. In addition, EVO 3 tools have an IP54 protection rate against dust and splashing water.



# HOLMATRO EVO 3 TOOLS

## OTHER BENEFITS

- **Exact same capacity**

Holmatro EVO 3 tools offer exactly the same hydraulic power as CORE Technology tools that are connected to an external pump; identical cutting, spreading and ramming forces, identical EN and NFPA classifications.

- **No set-up time**

The tools are immediately deployable. The only delay in their use is the time it takes to hit the 'on' button. Once the use of a tool has ceased and another tool is required, you simply pick that one up and continue working; no need to swap tools at the hose.

- **Safer working environment**

The use of battery powered tools also adds to a safer working environment. No hoses mean no trip hazard, especially at night.

- **Less storage space**

The lack of a separate pump means that all of your equipment requires a smaller amount of space on your fire truck. In recent years storage space has become scarce as rescue services have taken on more skills and as a result, much more equipment. Space is at a premium.

- **Emission-free**

As you are using batteries, there is no fuel being burned. This means that there are no emissions and no fumes, offering you an operational advantage when working in confined or enclosed spaces.

- **In general, lower maintenance costs**

A full set of battery powered rescue tools (compared to a set that includes hoses and a pump) has less to be serviced. The integrated hydraulic pump in battery tools is a so-called 'closed system' that does not require yearly oil replacement and spark plug replacement. Therefore, annual maintenance costs are reduced. However, there may be additional costs for battery replacement during the lifetime of a battery tool set. This depends on tool operating and battery management conditions.







- **Easy battery management**

Batteries can easily be managed as they can be charged on your vehicle. So before you even get back to your fire department, you are ready to be deployed once more. Holmatro batteries can be replaced with very little interruption as they are immediately accessible on top of the tool. In fact, if you keep an eye on the battery level indicator you can change a battery before it is empty, while other work is being completed. This will add no time whatsoever to your rescue. Last but not least each battery offers a small reserve capacity once depleted. This means the tool can be reactivated and removed from the vehicle at all times, should that be required.

- **All weather proof**

EVO 3 tools including batteries and mains power connectors meet the requirements for tool operating temperatures according to EN 13204 and NFPA 1936. The temperature range is from -20°C / -4°F to + 55°C / 131°F. Their IP54 rating ensures they can be used in wet weather conditions, including snowfall and heavy rain showers.

- **Inline control handle with 360° access**

Centrally placed at the back of the tool, always within reach. Even in the most difficult positions and at all sides of the car.

- **Smart battery position**

The battery on top of the tool is always accessible and easy to change, even when space is limited.





## Are There Any Drawbacks to Choosing Battery Tools?

Well quite simply, there are minimal disadvantages, but they should be considered:

- **No underwater use**

Self-contained battery tools cannot be used under water. Although these types of incidents are rare, they do occur and any organization should ensure they have the capability to deal with them. However, as mentioned earlier, they do have an IP54 rating which means you can use them in wet weather, but not submerged.

- **Higher weight, bigger size**

By design, because they have their own internal pump, oil reservoir and power source, the tools (compared to hose tools) are heavier and bigger.



# HOLMATRO CORE TOOLS

## BENEFITS

Although battery technology quickly evolves, this doesn't mean that tools with a hose and a pump are ancient history. Since the introduction in 2005 the Holmatro CORE Technology system (single hose, single coupler, tool change under flow) has turned rescue procedures safer, quicker and easier. It still has its place and offers several advantages over battery tools:

- **Lighter, more compact and more ergonomic**

CORE Technology tools are lighter, more compact and more ergonomic because of the separate hydraulic pump (including motor and oil reservoir). This especially applies to Holmatro's latest 5000 Series hose tools which, compared to their predecessors, have a reduced weight and are easier to manage. This is thanks to a combination of new materials, component integration and smart design.

- **Quicker (in general)**

Due to the higher oil flow created by the external pump (flow = speed), CORE Technology hose tools are quicker. However, when using a smaller pump the speed difference compared to EVO 3 battery tools may be (close to) zero.

- **Suitable for under water use**

If required, a CORE Technology tool can be operated under water as it is connected to an external pump which stays on dry land.

- **Less 'management'**

With an external pump that runs on gasoline or electricity, you do not need to manage batteries or think about the possible need to change them on scene. On the other hand, there are more items to check after use (tool, hose and pump) and with gasoline pumps you need to remember to refill the fuel.





# WHAT SHOULD WE FOCUS ON?

## Front end performance!

Since the widespread introduction of cordless tools, the focus has become more about the power source than the tool itself. Many people focus on the battery and its capacity and tool performance has somehow become a secondary consideration. It is easy to identify and discuss advantages and disadvantages of battery-powered tools versus hose tools, but it is vitally important to remember that whatever power source feeds your tool, it is the performance of the product that should be the most important factor to base your decision on. At the end of the day the purchase of a hydraulic rescue tool set is to enable you to successfully gain access to a patient and rapidly and safely deconstruct the vehicle from around them; it is about saving lives. The good thing about Holmatro rescue tools is that whatever type you choose, CORE or cordless, the front end performance is exactly the same: same forces, same high EN and NFPA scores, same optimal performance on modern vehicles.









# HOLMATRO'S EXTRAS

All Holmatro rescue tools, whether powered by CORE Technology or EVO 3 Battery Technology, come with many extras for the benefit of the user:

- **NCT blade design**

Whether 'straight' or inclined, Holmatro NCT blades are specifically designed for modern vehicle construction. Their U-shape pulls even the strongest materials into the cutting recess, where they are cut at the highest possible force.



- **Inclined Cutters**

Equipped with a 30-degree inclined jaw, these cutters reduce physical strain when cutting vehicles at high or low levels. They also offer additional working space between tool and car which improves patient safety and prevents repeated tool repositioning.



- **i-Bolt**

Pressing the cutter and combi tool blades together directly and more tightly, this central bolt construction minimizes blade separation and maximizes cutting performance. It ensures that more of the tool's hydraulic capacity is used for cutting.



- **LED lights**

High-output integrated LED lights in the carrying handle ensure you are immediately ready to work in any environment and never have to work in your own shadow, day or night.



- **Possibility of tool conversion**

Most Holmatro CORE tools can be converted to cordless EVO 3 tools and vice versa. Contact your local Holmatro representative for more information.



- **Worldwide service**

Thanks to Holmatro's worldwide dealer network, there is always a qualified representative nearby, ready to assist you with your purchasing questions and service requests.















# CONCLUSION

**Like with any purchase, it is imperative that you do your homework.**

Firstly, consider the needs of your department or organization. What do you specifically require from your hydraulic rescue tools? In what conditions will they be used and who will be using them?

Then consider the unique advantages offered by the different types on offer, hose tools and battery tools, and keep in mind the operational limitations of their design.

As you are buying risk critical equipment that will be used to save lives in very physically and emotionally demanding situations, your tools will have to perform without compromise. Remember that regardless of how they are powered, tool performance is critical.

Finally remember that this is not simply a case of “either or”. Many rescue services around the world will purchase a selection of both cordless EVO 3 and CORE tools, to ensure all of their operational needs are covered.

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Accept fourth quarter and year end report on operations of the Schoolhouse Children's Museum and Learning Center for FY 16-17.

---

**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 July 1, 2017 thru September 30, 2017.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** None

**FISCAL IMPACT:** None

**ALTERNATIVES:** Do not accept the report.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Schoolhouse Museum 4th Quarter Report FY16-17



## **Quarterly Report**

FY '16/'17

4<sup>th</sup> Quarter

### **General Operations**

The fourth quarter of the fiscal year realized a slight revenue increase over the same period last year and a decrease in expenses. Improvement occurred in a couple of areas of business operations including an increase in Membership Sales, Revenue from Non-Government Grants and Merchandise Sales.

### **Revenue**

Excluding the City's support, revenue for the fourth quarter of '16/'17 increased .05% over the same period last year. While visitation income was down by .07%, likely due to Hurricane Irma, Membership Revenue was up by 15%. Total Gross revenue, for FY '16/'17 (including the City's support)– Q4 was \$116,124.18 vs. \$121,759.92 FY '15/'16 – Q4.

### **Expenses**

Overall expenses for the fourth quarter of '16/'17 decreased by .0169% compared to the same period last year. Expenses for FY '16/'17 – Q4 were \$121,892.07 vs. \$123,990.11 in FY '15/'16 – Q4.

### **Grants**

The Cultural Council of Palm Beach County grant funding expected in Q4 was not realized prior to the close of the fiscal year, however, was received in October of the current fiscal year. The Museum has also been awarded \$13,000 grant by a private family foundation for the current fiscal year.

### **Fiscal Year Summary**

Overall, fiscal year '16/'17 showed improvement over the previous year, exclusive of the City's support. While some areas of operations remained flat or decreased slightly, other areas increased. Notably, gains were made in Revenue from Non-Government Grants and Direct Public Support. Visitation remained on par with the previous fiscal year.

The Museum ended the year with a deficit of \$22,849.45. As stated in previous reports, this loss reflects a non-cash loss due to depreciation. Hurricane Irma negatively impacted Museum operations and income before, during and after the storm.

An increase in the pursuit of grant funding is a focus for the '17-18 fiscal year. A significant focus of grant funding requests will be towards educational programs to foster greater outreach into the community.

Respectfully submitted,

*Suzanne Ross*

Executive Director





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** 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 16, 2018 - "Request for Extensions and/or Piggybacks."

---

**EXPLANATION OF REQUEST:**

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	COMMODITY/SERVICE	RFP/BID NUMBER	RENEWAL TERM
ELITE MEDICAL SPECIALISTS, LLC f/k/a KENNETH A. SCHEPPKE, M.D., P.A	Medical director to Oversee Emergency Medical Services	City RFP No. 015-2210- 14/JMA	February 3, 2018 thru February 2, 2019
C.A.P. GOVERNMENT; HY-BYRD, INC.; G.F.A. INTERNATIONAL	Supplemental Building Inspections and Plan Review	City RFP No. 012-2411- 16/JMA	February 3 , 2018 thru February 2, 2019

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

**FISCAL IMPACT:** Budgeted

Funds have been budgeted under line items as noted on the attached report.

**ALTERNATIVES:**

Not approve renewals and require new solicitations to be issued.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Bid Renwal Explanation - Jan 16, 2018
<input type="checkbox"/> Attachment	Renewal Interest - Medical Director - Scheppke
<input type="checkbox"/> Attachment	Renewal Interest - Building Inspections - C.A.P. Gov't.
<input type="checkbox"/> Attachment	Renewal Interest - Building Inspections - Hy-Byrd
<input type="checkbox"/> Attachment	Renewal Interest - Building Inspections - G.F.A. Int'l.



**CITY OF BOYNTON BEACH  
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS  
JANUARY 16, 2018**

---

**REQUESTING DEPARTMENT: FIRE-RESCUE**

**DEPARTMENT CONTACT: Michael Landress**

**TERM: September 3, 2018 thru September 2, 2019**

**SOURCE FOR PURCHASE: City RFP No. 015-2210-14/JMA**

**ACCOUNT NUMBER: 001-2210-522-34-51**

**VENDOR(S): Elite Medical Specialists LLC f/k/a Kenneth A. Scheppke, M.D., P.A.**

**ANNUAL ESTIMATED EXPENDITURE: \$28,200 per year**

**DESCRIPTION:**

*On January 7, 2014, City Commission approved a three-year contract (Resolution No. R14-003) with Kenneth A. Scheppke, M.D., P.A., for Medical Director to Oversee Emergency Medical Services provided by Fire-Rescue and Ocean Rescue. The Medical Director develops medically correct protocols for specified procedures; develops a patient care quality assurance system; ensures and certifies that the security procedures of the EMS provider for medications, fluids and controlled substances are in compliance with applicable regulations; and he ensures that all EMTs and paramedics are trained in the use of the trauma scorecard methodologies. Dr. Scheppke also serves as the liaison between governmental regulatory agencies and other local EMS providers and hospitals.*

*The Contract allowed for two (2) additional one-year renewal terms with the same prices, terms and conditions. On December 19, 2016, City Commission approved the first renewal option. Dr. Scheppke has agreed to renew the Contract for the second and final one-year renewal option thru 2019. This requirement will be resolicited later this year to ensure continuity of services.*

---

**REQUESTING DEPARTMENT: DEVELOPMENT**

**DEPARTMENT CONTACT: Andrew Mack**

**TERM: February 3, 2018 to February 2, 2019**

**SOURCE FOR PURCHASE: RFP No. 012-2411-16/JMA**

**ACCOUNT NUMBER: 001-2411-524-49-17**

**VENDOR(S): C.A.P. Government, Inc.; Hy-Byrd, Inc.; G.F.A. International**

**ANNUAL EXPENDITURE: \$350,000.00**

**DESCRIPTION:**

*On February 2, 2016, City Commission approved one-year contracts (Resolution No. R16-023) with C.A.P. Government as primary vendor, Hy-Byrd, Inc. as secondary vendor and G.F.A. International as tertiary vendor, and authorized the City Manager to sign Professional Services Agreements with the firms. These Contracts provide for plan review for residential and commercial building applications, review of Business Use Certificates for changes in occupancy requirements under the Florida Building Code, and inspection services for structures in which permits have been issued by the City of Boynton Beach. Further, the Contracts provide hourly costs for Building Official, Deputy Building Official, Single and Multi-Discipline Field Inspectors, Single and Multi-Discipline Plans Examiner, Business Inspector and Application Technician. By utilizing temporary personnel, the Building Department is able to increase or decrease services to service demand.*

*The Contracts allowed for three (3) additional one-year renewal options with the same prices, terms and conditions. On January 17, 2017, City Commission approved the first one-year renewal option with all three vendors. The vendors have agreed to renew the Contracts for the second renewal option thru 2019.*



# The City of Boynton Beach

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Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316

January 2, 2018

Kenneth A. Scheppke, M.D., P.A.  
4480 River Pines Court  
Tequesta, FL 33469

VIA EMAIL TRANSMITTAL TO: [kscheppke@comcast.net](mailto:kscheppke@comcast.net)

**RFP No. 015-2210-14/JMA FOR MEDICAL DIRECTOR TO OVERSEE EMERGENCY MEDICAL SERVICES PROVIDED BY FIRE RESCUE AND OCEAN RESCUE**

**CURRENT CONTRACT PERIOD: FEBRUARY 3, 2017 THRU FEBRUARY 2, 2018**

Dear Dr. Scheppke:

The Agreement for "**MEDICAL DIRECTOR TO OVERSEE EMERGENCY MEDICAL SERVICES PROVIDED BY FIRE RESCUE AND OCEAN RESCUE**" will expire on February 2, 2018. This Agreement allows for one (1) final one-year renewal under the same terms and conditions. The City of Boynton Beach would like to renew this contract with your firm for an additional one-year term under the same terms and conditions.

Please indicate your response on the following page and return it via email to [triestmani@bbfl.us](mailto:triestmani@bbfl.us) at your earliest convenience. If you should have any questions, please do not hesitate to contact Ilyse Triestman, Purchasing Manager at (561) 742-6322. Thank you.

Sincerely,

Tim W. Howard  
Assistant City Manager - Administration  
Director of Financial Services

cc: Michael Landress, EMS Coordinator  
File

# The City of Boynton Beach

---



Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316

## RFP No. 015-2210-14/JMA FOR MEDICAL DIRECTOR TO OVERSEE EMERGENCY MEDICAL SERVICES PROVIDED BY FIRE RESCUE AND OCEAN RESCUE

CONTRACT RENEWAL PERIOD: **FEBRUARY 3, 2018 THRU FEBRUARY 2, 2019**

☒ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of February 3, 2018 thru February 2, 2019.

☐ No, I do not wish to renew the agreement for the following reason(s): \_\_\_\_\_

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

**KENNETH A. SCHEPPKE, M.D., P.A**

NAME OF COMPANY

Kenneth A Scheppke, MD

NAME OF REPRESENTATIVE  
(Please print)

January 3, 2018

DATE

kscheppke@comcast.net

E-MAIL ADDRESS

SIGNATURE

President

TITLE

561-436-2291

(AREA CODE) TELEPHONE NUMBER

# The City of Boynton Beach



Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316

## RFP No. 012-2411-16/JMA FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES

CONTRACT RENEWAL PERIOD: **FEBRUARY 3, 2018 THRU FEBRUARY 2, 2019**

☒ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of February 3, 2018 thru February 2, 2019.

☐ No, I do not wish to renew the agreement for the following reason(s): \_\_\_\_\_

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

**C.A.P. GOVERNMENT, INC.**

NAME OF COMPANY

**Carlos A. Penin, PE**

NAME OF REPRESENTATIVE  
(Please print)

**01/03/18**

DATE

**capenin@capfla.com**

E-MAIL ADDRESS

SIGNATURE

**President**

TITLE

**(305) 666-7178**

(AREA CODE) TELEPHONE NUMBER



# The City of Boynton Beach



Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
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☐ No, I do not wish to renew the agreement for the following reason(s): \_\_\_\_\_

HY-BYRD, INC.

NAME OF COMPANY

Michael Cross Sullivan

NAME OF REPRESENTATIVE  
(Please print)

1/7/18  
DATE

HYBYRD @ Bellsouth.net  
E-MAIL ADDRESS

SIGNATURE

V.P.  
TITLE

561 547-5701  
(AREA CODE) TELEPHONE NUMBER

# The City of Boynton Beach



Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316

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NAME OF COMPANY

Michael Cross Sullivan

NAME OF REPRESENTATIVE  
(Please print)

1/7/18  
DATE

HYBYRD @ Bellsouth.net  
E-MAIL ADDRESS

SIGNATURE

V.P.  
TITLE

561 547-5701  
(AREA CODE) TELEPHONE NUMBER



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the twelve (12) month period ended September 30, 2017 (unaudited).

---

### EXPLANATION OF REQUEST:

This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the twelve (12) month period ended September 30, 2017 (100% 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:** Budgeted **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	\$ 83,767	\$ 83,486	100%	\$ 76,518	\$ 77,098	101%	9.5%	8.3%
Expenditures	\$(83,767)	\$(79,980)	95%	\$(76,518)	\$(75,722)	99%	9.5%	5.6%
Excess (Deficit)	\$ -	\$ 3,506		\$-	\$ 1,376			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a \$3.5M surplus for the period ending September 30, 2017.

**Revenues & Transfers (Exhibit A) – Budgeted Funding Sources:** Property taxes and other revenues provide funding sources of \$68.9M or 82% of our total \$83.7M General Fund budget estimate for FY 2016-17. Transfers from other funds (non-revenues) provide \$14.8M or 18% of the total funding sources to balance our \$83.7M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:

1. 38% - \$ 31.6M – Property taxes less Tax Increment Financing to the CRA
2. 44% - \$ 37.3M – All other revenues plus General Fund Balance
3. 18% - \$ 14.8M – Transfers from other funds
- 100% - \$ 83.7M – 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 18% of all funding sources.

**Actual Funding Sources Realized:** At the end of the twelfth month in FY 2016-17, revenues and transfers realized are approximately \$83.4M of the budget estimate compared to \$77.1M realized to date in FY 2015-16.

**Ad Valorem Taxes, net of discounts and TIF taxes to the CRA,** received to date was \$31.7M as compared to \$29.6M for FY 2015-16, as noted on Exhibit A.

### **Expenditures (Exhibit B)**

**Budgeted Expenditures:** Overall, appropriations increased approximately 9.5% from \$76.5M to \$83.7M. 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 twelfth month period ending September 30 (100% of the fiscal year) are \$79.9M that is 95% of the \$83.7M 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 \$79.9 or 95% of the FY 2016-17 budget. At this point in the fiscal year, FY2016-17 spending levels are \$4.2M ahead of the \$75.7M or 99% 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 \$42.2M. 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	\$ 45,087	107%	\$ 42,218	\$ 45,283	107%	0.1%	-0.4%
Expenditures	\$(42,245)	\$(41,952)	99%	\$(42,218)	\$(39,841)	94%	0.1%	5.3%
Excess (Deficit)	\$ -	\$ 3,135		\$ -	\$ 5,442			

For the twelve month period in FY 2016-17,

- Revenues realized are \$45.0M (107%) of the annual budget estimate.
- Expenditures incurred are \$41.9M (99%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately \$3.1M.

**Expenditures (Exhibit D)** – Utility Fund FY 2016-17 expenditures to date are \$41.9M or 99% of the annual appropriation compared to expenditures of \$39.8M or 94% for the prior fiscal year (which excludes

depreciation and the joint ventures expenditures).

**ALTERNATIVES:** Discuss this Budget Status Report or request clarification at the City Commission meeting.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	GF Revenues Fin Rpt, period ending Sept. 30, 2017
<input type="checkbox"/> Addendum	GF Expenses Fin Rpt, period ending Sept. 30, 2017
<input type="checkbox"/> Addendum	UF Revenues Fin Rpt, period ending Sept. 30, 2017
<input type="checkbox"/> Addendum	UF Expenses Fin Rpt, period ending Sept. 30, 2017

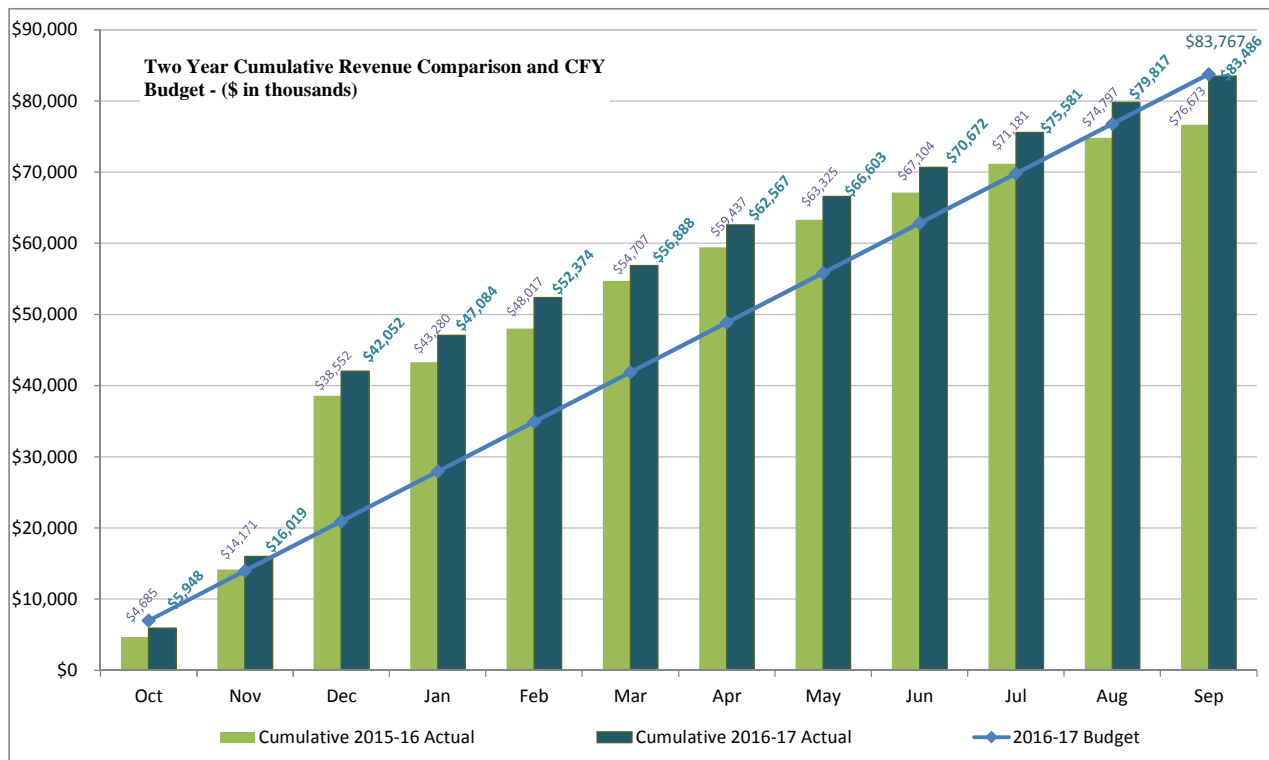
## CITY OF BOYNTON BEACH, FLORIDA

## GENERAL FUND ANALYSIS

## STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2017 (100% of Fiscal Year) - UNAUDITED

REVENUES						
ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	\$ 38,322,309	\$ 38,326,268	100%	\$ 35,437,711	35,613,899	100%
LESS TIF TAXES TO CRA	(6,682,137)	(6,590,331)	99%	(5,985,241)	(5,971,583)	100%
NET TAXES TO THE CITY	31,640,172	31,735,937	100%	29,452,470	29,642,316	101%
<b>LICENSES AND PERMITS</b>						
BUSINESS TAXES	1,656,000	1,662,205	100%	1,545,000	1,639,756	106%
BUILDING PERMITS	2,417,000	2,549,016	105%	2,154,000	2,594,914	120%
FRANCHISE FEES	5,065,000	4,784,735	94%	4,830,000	4,669,059	97%
OTHR LICENSES, FEES & PER	218,000	216,823	99%	180,000	221,105	123%
<b>INTERGOVERNMENTAL REVENUES</b>						
OTHER FEDERAL REVENUE	85,000	45,035	53%	130,000	58,345	45%
STATE SHARED REVENUES	8,674,000	8,606,650	99%	8,239,000	7,495,698	91%
SHRD REV FROM OTHR LCL	310,000	236,801	76%	395,000	261,291	66%
<b>CHARGES FOR SERVICES</b>						
PYMTS IN LIEU OF TAXES	121,300	134,833	111%	121,300	120,133	99%
CHRGs-GENERAL GOVT	459,500	492,003	107%	459,000	488,707	106%
PUBLIC SAFETY	5,133,816	6,663,926	130%	4,870,949	5,314,764	109%
PHYSICAL ENVIRONMENT	20,000	5,995	30%	20,000	21,398	107%
CULTURE/RECREATION	415,500	449,118	108%	410,500	441,235	107%
<b>INTEREST &amp; MISC REVENUE</b>						
LIBRARY FINES	30,000	25,328	84%	30,000	25,201	84%
VIOLATIONS LOCAL ORD.	720,000	575,561	80%	595,000	693,195	117%
INTEREST EARNINGS	50,000	117,245	234%	50,000	127,956	256%
RENTS AND ROYALTIES	368,800	413,386	112%	367,200	404,255	110%
SPECIAL ASSESSMENTS	5,541,500	5,692,928	103%	5,541,500	5,680,335	103%
SALE OF SURPLUS MATERIAL	2,000	2,827	141%	2,000	2,129	106%
OTHER MISC. REVENUE	2,725,000	961,984	35%	233,000	303,530	130%
<b>INTERNAL FUND TRANSFERS</b>						
TRANSFERS	14,842,000	14,842,000	100%	16,442,000	16,442,000	100%
FUND BALANCE APPROPRIATED	3,272,149	3,272,149	100%	450,645	450,645	100%
<b>Total Revenues</b>	<b>\$ 83,766,737</b>	<b>\$ 83,486,485</b>	<b>100%</b>	<b>\$ 76,518,564</b>	<b>77,097,967</b>	<b>101%</b>





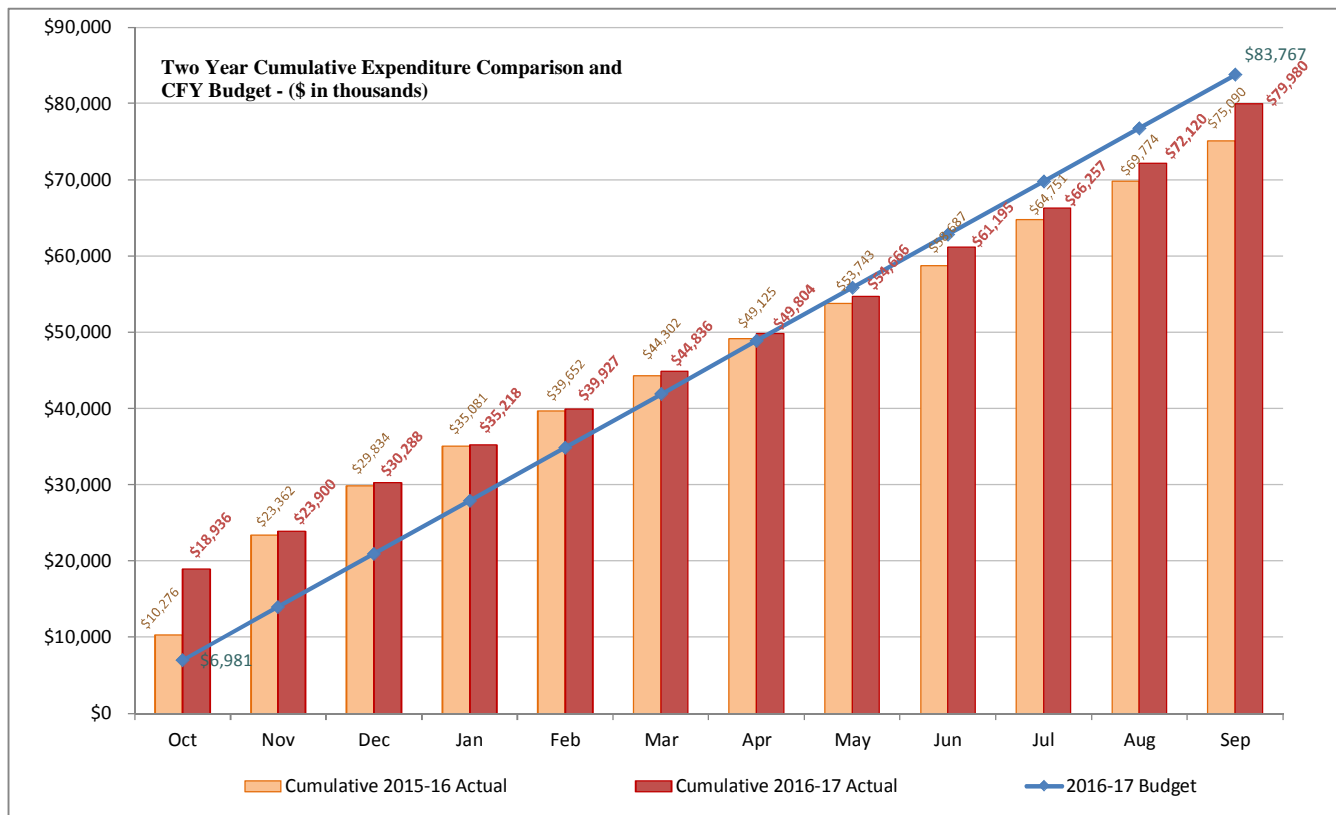
## CITY OF BOYNTON BEACH, FLORIDA

## GENERAL FUND ANALYSIS

## STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2017 (100% of Fiscal Year) - UNAUDITED

ACCOUNTS	EXPENDITURES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
<b>GENERAL GOVERNMENT</b>						
CITY COMMISSION	\$ 259,706	\$ 259,342	100%	\$ 260,692	\$ 220,902	85%
CITY MANAGER	730,719	727,868	100%	675,310	673,867	100%
CITY HALL/GEN. ADMIN.	7,367,149	4,040,286	55%	2,441,639	2,450,095	100%
MARKETING/COMMUNICATIONS	258,615	237,954	92%	234,811	225,233	96%
CITY CLERK	531,665	519,297	98%	611,709	547,330	89%
CITY ATTORNEY	522,411	522,292	100%	645,944	643,945	100%
FINANCIAL SERVICES	1,034,767	1,020,489	99%	1,175,704	1,125,331	96%
ITS	1,895,058	1,881,532	99%	1,921,828	1,842,390	96%
HUMAN RESOURCES	724,830	706,466	97%	720,200	632,938	88%
<b>PUBLIC SAFETY</b>						
UNIFORM SERVICES	16,758,211	16,679,514	100%	15,809,178	15,891,005	101%
ADMINISTRATIVE SERVICES	3,534,348	3,495,186	99%	5,269,636	4,964,499	94%
SUPPORT SERVICES	9,693,624	9,685,598	100%	8,782,483	8,759,280	100%
FIRE	23,089,868	23,086,276	100%	22,767,587	22,737,532	100%
COMMUNITY STANDARDS	1,871,683	1,846,868	99%	0	0	0%
EMERGENCY MANAGEMENT	14,670	10,614	72%	81,914	14,384	18%
<b>BUILDING &amp; DEVELOPMENT</b>						
DEVELOPMENT	1,093,300	1,092,871	100%	1,013,150	1,015,323	100%
BUILDING	1,389,088	1,383,659	100%	1,184,195	1,172,872	99%
ENGINEERING	686,132	674,031	98%	716,777	702,634	98%
PLANNING & ZONING	776,734	772,369	99%	757,498	750,823	99%
ECONOMIC DEVELOPMENT	211,749	191,107	90%	245,731	180,991	74%
<b>PUBLIC WORKS</b>						
PUBLIC WORKS	223,397	213,811	96%	235,695	235,637	100%
FACILITIES MANAGEMENT	1,624,535	1,608,563	99%	1,541,462	1,457,832	95%
STREETS MAINTENANCE	1,199,602	1,183,939	99%	1,100,307	1,107,421	101%
<b>LEISURE SERVICES</b>						
LIBRARY	2,280,461	2,264,857	99%	2,261,401	2,246,485	99%
SCHOOLHOUSE MUSEUM SERV	269,372	256,178	95%	301,653	293,682	97%
RECREATION	2,905,081	2,894,023	100%	2,990,094	2,980,520	100%
PARKS & GROUNDS	2,819,962	2,693,220	96%	2,771,966	2,750,582	99%
CRA REIMBURSABLE & RESERVES	-	31,494	0%	-	98,379	0%
<b>Total Expenditures</b>	<b>\$ 83,766,737</b>	<b>\$ 79,979,704</b>	<b>95%</b>	<b>\$ 76,518,564</b>	<b>\$ 75,721,912</b>	<b>99%</b>



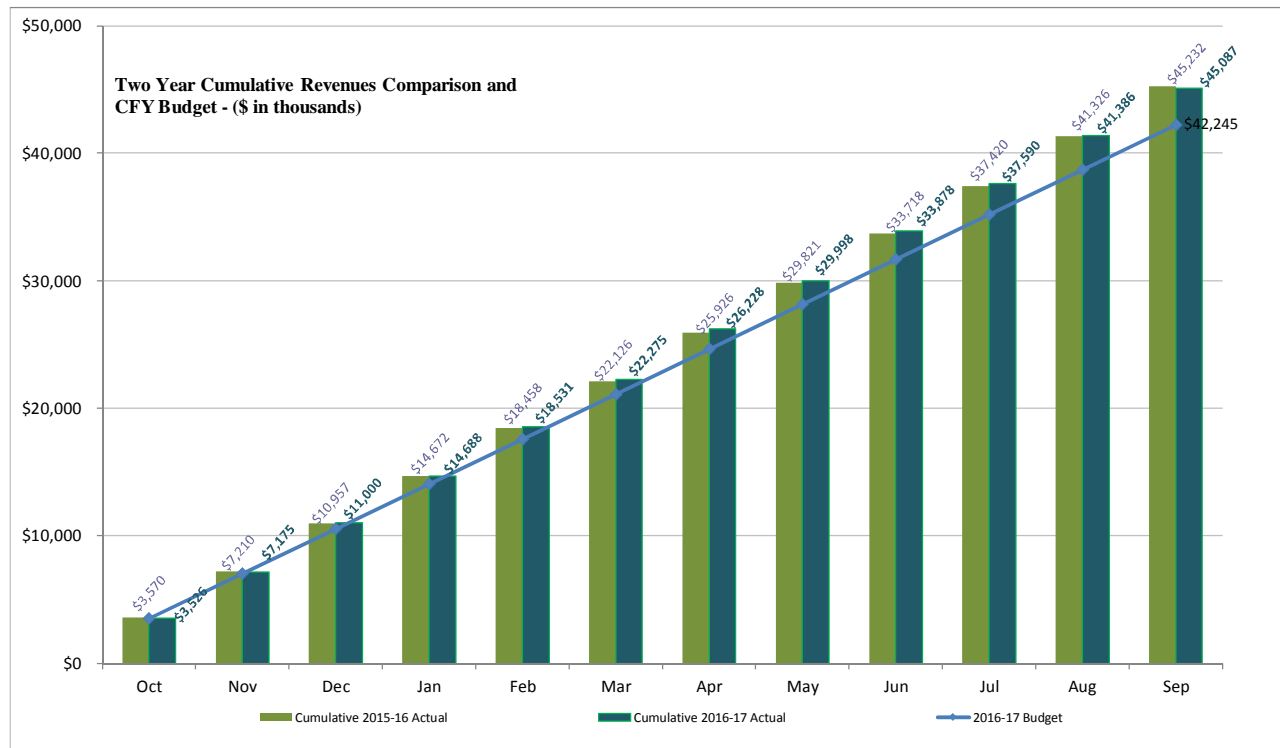
## CITY OF BOYNTON BEACH, FLORIDA

## UTILITY FUND ANALYSIS

## STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2017 (100% of Fiscal Year) - UNAUDITED

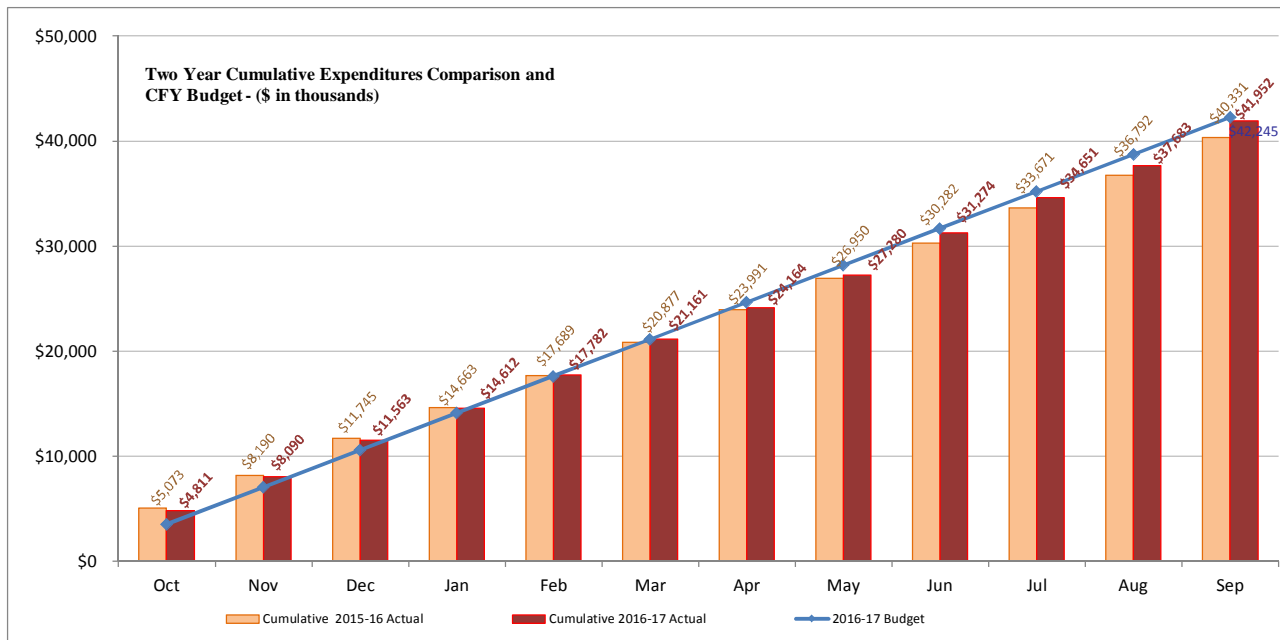
ACCOUNTS	REVENUES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
WATER SALES	\$ 20,250,000	\$ 22,353,473	110%	\$ 19,490,000	\$ 21,441,940	110%
WATER CONNECTION FEE	25,000	87,236	349%	25,000	52,495	210%
WATER SERVICE CHARGE	750,000	912,035	122%	750,000	892,250	119%
WTR-BACKFLOW PREVNTN TEST	10,000	17,500	175%	5,000	23,200	464%
RECLAIMED WATER SALES	60,000	71,867	120%	60,000	62,642	104%
SEWER SERVICE	18,500,000	18,942,967	102%	17,988,000	18,818,229	105%
STORMWATER UTILITY FEE	3,800,000	3,821,860	101%	3,790,000	3,791,791	100%
TELEWISE SEWER LINES	3,500	634	18%	2,500	12,857	514%
FEES	15,000	6,338	42%	10,000	36,854	369%
INTEREST INCOME	35,000	44,170	126%	40,000	53,327	133%
SALE OF SURPLUS EQUIP.	-	30,983	0%	-	1,979	0%
OCEAN RGE UT TAX ADM CHG	800	927	116%	800	1,007	126%
BAD DEBT RECOVERIES	-	-	0%	500	-	0%
MISCELLANEOUS INCOME	-	863	0%	-	38,377	0%
TRANSFER FROM SANITATION FUND	-	-	0%	-	-	0%
FUND BALANCE DECREASE (INCREASE)	(1,204,004)	(1,204,004)	100%	56,108	56,108	100%
TOTAL REVENUES	\$ 42,245,296	\$ 45,086,849	107%	\$ 42,217,908	\$ 45,283,056	107%



## CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS  
 STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL  
 Fiscal Year Period Ended September 30, 2017 (100% of Fiscal Year) - UNAUDITED

EXPENDITURES						
ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
WATER DISTRIBUTION	\$ 1,814,027	\$ 1,813,098	100%	\$ 1,659,754	\$ 1,880,751	113%
PUBLIC WATER TREATMENT	5,961,748	5,931,935	99%	5,691,571	5,240,497	92%
METER READING & SERVICES	1,111,186	1,111,064	100%	1,208,362	1,021,739	85%
WASTEWATER COLLECTION	1,624,933	1,549,959	95%	1,720,597	1,566,871	91%
WASTEWATER PUMPING STATIONS	2,337,495	2,321,007	99%	2,622,842	2,570,091	98%
SEWAGE TREATMENT	3,928,070	3,833,112	98%	4,405,000	4,147,533	94%
WATER QUALITY	634,776	557,326	88%	662,894	591,558	89%
UTILITY ADMINISTRATION	14,552,941	14,566,005	100%	14,472,294	13,960,115	96%
UTILITIES ENGINEERING	1,481,747	1,481,513	100%	1,150,746	1,279,502	111%
STORMWATER MAINTENANCE	1,008,364	1,007,641	100%	978,291	987,249	101%
CUSTOMER RELATIONS	1,369,521	1,359,251	99%	1,562,822	1,408,986	90%
DEBT SERVICE	6,420,488	6,419,624	100%	6,082,735	5,187,003	85%
Total Expenditures	\$ 42,245,296	\$ 41,951,535	99%	\$ 42,217,908	\$ 39,841,895	94%







## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Legal Expenses - December 2017 - Information at the request of the City Commission. No action required.

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**EXPLANATION OF REQUEST:** Outside counsel has not provided all December 2017 statements to Risk Management and therefore some November 2017 (most recent) invoices are available.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** N/A

**FISCAL IMPACT:** Budgeted

**ALTERNATIVES:** N/A

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
▢ Attachment	Summary Goren Cherof General Dec
▢ Attachment	Goren Cherof Doody & Ezrol December 2017 Invoices
▢ Attachment	Summary Goren Cherof Risk Dec
▢ Attachment	Goren Cherof Doody & Ezrol December 2017 Risk Litigation Invoices
▢ Attachment	Summary Outside Counsel Risk Dec
▢ Attachment	Outside counsel Nov and Dec 2017 Invoices

Goren, Cherof, Doody & Ezrol, P.A. - December 2017  
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	88.3 Hours	17,500.00
Labor-general		2,237.45
Red light camera		1,051.10
Special Fire Assessment		0.00
Unsecured Creditors of Tribune		0.00
Exec Est of BB Homeowners(Dwork, Jonathan)		0.00
Litigation		4,264.00
Model Block Right of Way		61.50
BB adv Bock, Sharon (Leisureville)		0.00
Olen Properties Corp		82.00
Boynton Old School Partnership		123.00
Mulheisen, William (Arbitration)		246.00
711 No Fed Hwy property matters		102.50
Deutsche Bank Natl Trust (Perlowitz, David)		0.00
Predelus, Love (HUD Complaint)		0.00
Bank of NY Mellon (White,Jack)		41.00
Po Ying Sem, Trustee (Stanley, Edmund)		0.00
Solano, Yuly and Baluja, Aryana		0.00
Sale to Habitat for Humanity		187.19
Secured Holdings		41.00
Seminole Lakes Homeowners		41.00
Town Square		6,801.35
Prime Property of PB (Peterson, Steven)		102.50
HUD Housing Discrimination		0.00
US Bank Trust (Luoto, Kaija)		102.50
Riverwalk Development Agt		287.00
Bank of NY Mellon (Henry, Ivey)		41.00
FNMA (Dysch, Jeremy)		433.65
Sale to Bumgardner (Vacant Lot 24th)		349.60
BB Faith Based CDC		94.33
US Bank (Maxi, Kinson & Noncent,Ouze)		61.50
Y.S. (Confidential)		1,783.85
TOTAL General Legal Costs-December 2017		36,035.02



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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Page: 1  
01/03/2018  
ACCOUNT NO: 306-0603180  
STATEMENT NO: 18309

Attn: Lynn Swanson

LABOR - General

			HOURS	
12/04/2017	SHB	Follow up with Oldbury re Rodney Ellis matters.	0.30	
12/05/2017	SHB	Receive and review Ellis resignation letter and proposed response; follow up with Oldbury.	0.30	
	SHB	Telephone conference with Hawkins re: Palm Beach County and FDOT permits to install cameras in County right-of-way.	0.30	
12/06/2017	SHB	Various correspondence re: former employee Steve Evans. Telephone conference with Oldbury re: various pending employee matters.	1.00	
12/08/2017	SHB	Receive and review Hester Center investigation summary; transmit comments to Oldbury.	1.50	
12/13/2017	SHB	Receive and review proposed correspondence to PBA re: Prince and Melo. Discuss with JAC. Follow up with Oldbury. Follow up with Oldbury re: Jermaine Jones discipline. Telephone conference with Oldbury. Receive and review public records request documents from Biazar re: Firefighter Robert Kruse. Review applicable regulations and court pleadings; follow up with Biazar.	2.30	
12/14/2017	SHB	Discuss Prince discipline matters and police chief transition with Oldbury. Review and revise draft correspondence.	0.60	
12/18/2017	SHB	Various correspondence with Biazar and Miner re: HR/subpoena matters. Various telephone conferences with Oldbury re: subpoena and public records request matters. Receive and review fire investigation documents; follow up with Oldbury.	4.50	
		FOR CURRENT SERVICES RENDERED	10.80	2,214.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SHANA H. BRIDGEMAN		10.80	\$205.00	\$2,214.00

LABOR - General

Photocopies	<u>23.45</u>
TOTAL EXPENSES THRU 12/31/2017	23.45
TOTAL CURRENT WORK	2,237.45
BALANCE DUE	<u>\$2,237.45</u>

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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Page: 1  
01/03/2018  
ACCOUNT NO: 306-0806020  
STATEMENT NO: 18310

Attn: Lynn Swanson

Red Light Cameras

			HOURS	
12/06/2017	SHB	Receive and review Simmons Motion to Continue. Transmit to BBPD officers for review.	0.10	
12/07/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.50	
12/11/2017	SHB	Receive and review court orders on Stuart, Rozefort, Pico, and Cox. Transmit to BBPD for review.	0.30	
12/12/2017	SHB	Various correspondence with Abramson re: pending cases and \$50 settlement payments.	0.40	
12/13/2017	SHB	Various correspondence with Abramson re: \$50 payments; receive and review correspondence containing payments. Transmit to Boynton for processing.	0.70	
12/14/2017	JAC	Review program status and stats; review draft agreement re: LPR add on.	1.40	
	SHB	Receive and review \$50 settlement payments from Abramson. Correspondence to Abramson re: unsigned money order.	0.60	
12/15/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.50	
12/20/2017	SHB	Receive and review notices from Jacquet re: case continuances; advise BBPD of continuation procedure.	0.60	
		FOR CURRENT SERVICES RENDERED	5.10	1,045.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	1.40	\$205.00	\$287.00
SHANA H. BRIDGEMAN	3.70	205.00	758.50

Color photocopies	3.15
Photocopies	2.45
TOTAL EXPENSES THRU 12/31/2017	5.60



CITY OF BOYNTON BEACH

Red Light Cameras

Page: 2  
01/03/2018  
ACCOUNT NO: 306-0806020  
STATEMENT NO: 18310

TOTAL CURRENT WORK	1,051.10
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BALANCE DUE	<u>\$1,051.10</u>
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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Page: 1  
01/03/2018  
ACCOUNT NO: 306-9001821  
STATEMENT NO: 18311

Attn: Lynn Swanson

General Matters

			HOURS
12/01/2017	DNT	Review and revise FPL easement for service center.	0.40
	DNT	Review process for abandonment of alleyway.	0.40
	JAC	Review agenda and prepare for meeting.	1.20
12/04/2017	JAC	Onsite; attend staff meeting; conference with Commissioners; preparation re: dogs on beach and sanctuary city issues; review pending issues; prepare for agenda.	7.20
	SHB	Telephone conference with LaVerriere re: FAU fire department ride along agreement; follow up with City staff. Litigation report - Discuss Parker v. City of Boynton Beach (red light) case status with SSG, MDC, BJS.	0.80
12/05/2017	SHB	Discuss Fire/FAU ride along agreement with Chief Joseph. Follow up with Rumpf re: reasonable accommodation agreement.	0.60
	JAC	Onsite; prepare for and attend Commission meeting; conference with HM re: rezoning issues and map; review walk on item from future agenda section of agenda; prepare for sanctuary city discussion.	10.50
12/06/2017	JAC	Meeting follow up; review public records issue; review P&D Board "non-vote" issue and discussion with FN.	2.20
	SHB	Code Special Magistrate contract: Search Florida Bar website for local government attorneys to send RFQ for services; discuss with JAC and MDC.	1.00
12/07/2017	FLN	Reviewed correspondence from Planning Admin to Jim Cherof re: P&B "no recommendation action"; handled relevant research on this item to follow up on with Jim prior to advising city staff.	1.90
	JAC	Review OHS appeal outcome; review pending assignments and Assistant City Attorney matters; review case pleadings.	2.20
12/08/2017	DNT	Review unity of title re: Andcar properties.	0.40
	JAC	Review and reply to IT re: order of signatures; prepare for weekly meetings; review CRAB issues and call with LL re: board member removal.	3.20
	SHB	Follow up with JAC and MDC re: request for quotes for Code Enforcement Magistrate.	0.30

## General Matters

			HOURS
12/11/2017	SHB	Fire - receive and review ride-time agreements with Palm Beach State College and the Health Career Institute (HCI). Revise FAU ride time agreement and transmit to Chief Joseph for review. Various correspondence with Chief Joseph.	1.50
	JAC	Onsite office hours and administrative issues; misc. research re: pending staff issues; revise front end loader I.T.B.	6.20
12/12/2017	JAC	Review agenda items; review Assistant City Attorney assignments and case statuses.	3.60
12/13/2017	SHB	Code Magistrate - various correspondence with City re: request for quotes. BBPD Gun range - review additional comments from BBPD; revise agreement and transmit to BBPD for review.	2.50
	JAC	Review - revise and prepare agenda items; review tort defense trial settings and trial prep issue.	3.20
	DNT	Review east ocean tolling request.	0.40
12/14/2017	MDC	Review procurement inquiry emails.	0.20
	JAC	Review Arts Commission issues; review other agency "background search" policies re: Board Members; agenda preparation; conference with attorneys re: litigation - foreclosures.	3.60
12/15/2017	JAC	Review agenda item; follow up re: procurement issues; research re: ATS camera issues.	2.00
12/18/2017	SHB	Telephone conference with Mack re: chronic nuisance matters. Review and revise courtesy letter' follow up with Mack.	0.70
	JAC	Onsite; review and preparation for meeting; attend staff meeting; review and research regarding plat language and setback issue.	3.50
12/19/2017	SHB	Discuss commission agenda items with JAC, Review FAU Ride Time agenda item; follow up with Swanson re: corrections. Research re: social security disclosure matters; discuss with JAC. Follow up with Oldbury re: subpoena and PRR matters.	2.50
	FLN	Finalized review of Pelican Point condominium assn matter/MOU with City re: to staff's request for letter draft for breach of MOU; continued research re: to robert rule requirements with regards to P&D "no recommendation" decision to City commission on matter.	2.00
	JAC	Onsite; review pending department issues; review attorney assignments; prepare for and attend Commission meeting.	9.50
12/20/2017	SHB	Research re: "resident" requirements for cemetery plots; follow up with Pyle.	1.00
	JAC	Review High Ridge issue and arts fee; agenda preparation; review Lot 52 issues and plat.	2.20
12/21/2017	SHB	Code: Review proposed changes to property registration ordinance. to JAC for review.	0.30
	JAC	Review Town Square logo issue; prepare agenda items.	1.20
12/22/2017	JAC	Review pending assignments and non-tort cases/status.	1.70



## General Matters

			HOURS	
12/26/2017	JAC	Agenda review; review procurement matters and agreement extension.	2.00	
12/27/2017	JAC	Onsite; agenda review; office administration issues; review procurement requests; revise Gallagher addendum; review tort defense 2018 calendar - trial settings.	4.00	
12/28/2017	JAC	Review agenda and prepare for meeting; review pending litigation and hearing calendar issue.	2.20	
FOR CURRENT SERVICES RENDERED			88.30	17,500.00
TOTAL CURRENT WORK				17,500.00
BALANCE DUE				<u>\$17,500.00</u>



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Boynton Beach FL 33425

Attn: Lynn Swanson

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STATEMENT NO: 18313

adv. Boynton Old School Partnership, LLC

				HOURS	
12/07/2017	MDC	Review 4th DCA order; phone conference with JAC; update City Commission and City Manager on decision of 4th DCA.		0.60	
		FOR CURRENT SERVICES RENDERED		0.60	123.00
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO			0.60	\$205.00	\$123.00
TOTAL CURRENT WORK					123.00
BALANCE DUE					<u>\$123.00</u>



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STATEMENT NO: 18314

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
12/04/2017	BJS	Review new forfeiture matters re: McCray	0.30
	TAD	Receipt and review of correspondence from City re: claim and claim letter. Telephone conference with claimant counsel re information on claim.	0.30
12/06/2017	BJS	Teleconference call with Scott Harris	0.30
	BJS	Teleconference with Scott Harris re: Forfeitures/legal concerns	0.30
	TAD	Receipt and review of correspondence re claim letter. Prepare correspondence to City re: same.	0.20
12/07/2017	BJS	Review forfeiture files for legal sufficiency, review police reports with follow up legal research. Draft update correspondence to Scott Harris.	1.00
	TAD	Receipt and review of correspondence re: proposed agreement. Review agreement. Prepare correspondence to City re: same.	0.80
12/08/2017	TAD	Telephone conference with City re: agreement terms.	0.20
12/11/2017	TAD	Prepare correspondence to City re: press release issue and receipt of response to same.	0.30
12/12/2017	TAD	Prepare draft release agreement. Telephone conference with City re: meeting with TPA. Review information on claims and prepare outline of issues for meeting.	1.30
	FLN	Reviewed Continuing Writ of Garnishment - Moyse inquiry from Lynn Swanson/City staff; reviewed court documents, handled T/C to Plaintiff's attorney's office re: this matter; exchanged emails with Lynn re: additional information from HR needed to file answer on behalf of City re: this matter; Re: US Dollar LIBOR based settlement with Barclays bankruptcy, exchanged email on finance status review with Tim Howard; reviewed events agreements with Maximum Bands received from Mary DeGraffenreift, T/C and related email to Mary re: terms of the agreement.	2.00
12/13/2017	TAD	Telephone conference with counsel re: Darville claim. Meet with City re: status of pending litigation and offers.	3.20
12/14/2017	BJS	Review pending forfeiture matters and follow up with Scott Harris	1.00
	TAD	Review claims files re: police practices claims and status for meeting with adjuster and City. Prepare outline of issues for discussion re: claims handling.	1.30

Litigation Miscellaneous

			HOURS	
	FLN	Drafted answer to continuing writ of garnishment re: employee Roseline Moyse; drafted proposed language re: to required deposit in City's agmt with Maximum Bands.	3.10	
12/15/2017	TAD	Attend meeting with City and TPA re: claims matters. Receipt of correspondence re: claims outline. Telephone conference with City re: claims handling.	1.40	
12/18/2017	FLN	Re: Continuing Writ of Garnishment (Roseline Moyse); communicated with Sherry Miller in HR via T/C and email re: updates on leave status of employee; exchanged relevant emails with Lynn Swanson, revised answer and efiled Answer on behalf of City of Boynton Beach.	0.80	
12/19/2017	BJS	Review forfeiture correspondence and draft follow up response	0.30	
12/20/2017	TAD	Receipt and review of claim letters for three claimants re: vehicle accident. Review reports provided. Prepare correspondence to City re: incident.	0.90	
12/21/2017	TAD	Receipt and review of correspondence re: preservation of records. Receipt of correspondence re: property damage claim (Astro) and information provided. Review claim information provided. Receipt of claim letter re: MVA and report information. Receipt of correspondence from police department re: records from incident.	0.90	
12/22/2017	TAD	Receipt of correspondence re: service instructions. Review instructions re: meeting with City to revise same.	0.50	
12/26/2017	FLN	Re: Midland Funding LLC/Roseline Moyse garnishment matter, reviewed Second Notice to Defendant filed by Plaintiff and reviewed relevant sections of FI statutes to ensure no additional action is required on behalf of the City.	0.40	
		FOR CURRENT SERVICES RENDERED	20.80	4,264.00

## RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
BRIAN J. SHERMAN	3.20	\$205.00	\$656.00
TRACEY A. DECARLO	11.30	205.00	2,316.50
FARAH L. NERETTE	6.30	205.00	1,291.50

TOTAL CURRENT WORK 4,264.00

BALANCE DUE \$4,264.00

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STATEMENT NO: 18315

Attn: Lynn Swanson

City of Boynton Beach Model Block Right of Way  
Acquisition

			HOURS	
12/04/2017	KLE	Email follow up to Andrew and Chris re: status of Lot 5 dedication.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	61.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	KERRY L. EZROL		0.30	\$205.00
				<u>TOTAL</u>
				\$61.50
		TOTAL CURRENT WORK		61.50
		BALANCE DUE		<u>\$61.50</u>



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ACCOUNT NO: 306-9905188  
STATEMENT NO: 18316

Attn: Lynn Swanson

adv. The Bank of New York Mellon Trust Company,  
N.A. (White, Jack)

			HOURS	
12/06/2017	FLN	Reviewed Court's Order granting leave until 1/1/18 to Defendant Jack White to amend answer and affirmative defenses; reviewed Defendant Counsel's (David Merrill) motion to withdraw as counsel for Defendant.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	41.00
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	FARAH L. NERETTE	0.20	\$205.00	\$41.00
TOTAL CURRENT WORK				41.00
BALANCE DUE				<u>\$41.00</u>

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Attn: Lynn Swanson

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adv. Secured Holdings, Inc.

12/19/2017	JAC	Review litigation status.			HOURS	
					0.20	
		FOR CURRENT SERVICES RENDERED			0.20	41.00
RECAPITULATION						
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
	JAMES A. CHEROF		0.20	\$205.00	\$41.00	
TOTAL CURRENT WORK						41.00
BALANCE DUE						\$41.00

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STATEMENT NO: 18318

Attn: Lynn Swanson

adv. Seminole Lakes Homeowners Association, Inc.  
(IH4 Property Florida, LP a Delaware Limited  
Partnership)

12/08/2017	SCW	Review clerk's system. Review Notice of Voluntary Dismissal. FOR CURRENT SERVICES RENDERED	HOURS		
			0.20		
			0.20		41.00
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	SHARI C. WALLEN		0.20	\$205.00	\$41.00
	TOTAL CURRENT WORK				41.00
	BALANCE DUE				\$41.00



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Attn: Lynn Swanson

Town Square Development

			HOURS
12/01/2017	DJD	Telephone conference with Stephen J. Grave De Peralta, Esquire; review proposed for tax credits.	1.30
	JAC	Preparation re: revised funding issues and CRA; conference with DJD re: same.	0.70
12/05/2017	DJD	initial review of proposed purchase and sale agreement and proposed parking agreement.	1.60
12/06/2017	DJD	Continuation of review of documents; attend meeting with City Staff at JKM.	4.20
	JAC	Conference with DJD re: status and checklist for documents - financing.	1.00
12/07/2017	DJD	Analysis of required documentation	1.60
12/08/2017	DJD	process title order.	1.20
	JAC	Review status - conference with DJD re: surveys - title and TEFRA.	1.20
12/11/2017	JAC	Conference with DJD, LL, TH & CG re: status and process.	2.00
	DJD	Review documentation ; participate in conference call with City Staff; exchange of emails.	2.60
12/12/2017	JAC	Conference with DJD re: status and bond issuance issues.	0.40
	DJD	Continued review of documents and emails; telephone conference with Mark Hefferin of C2 Holdings.	2.70
12/14/2017	DJD	Review appraisals and Phase I environmental.	1.60
12/15/2017	DJD	Review of survey; telephone conference with Bob Buggee.	0.80
12/19/2017	SHB	Review Agreement re: logo provisions.	0.60
	DJD	Review documentation from Colin Groff; review proposed Parking License; Development Agreement and Purchase and Sale Agreement.	2.40
12/21/2017	SHB	Draft addendum to agreement re:: logo provisions. Discuss with Krusell. Transmit draft Addendum to Krusell for review.	2.10
	DJD	continued review of developers agreement, parking license agreement and purchase and sale agreement.	2.30
12/22/2017	DJD	Additional review of purchase and sale agreement.	1.20

			HOURS	
12/26/2017	DJD	Continued review of documents related to apartment development.	1.30	
		FOR CURRENT SERVICES RENDERED	32.80	6,724.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	5.30	\$205.00	\$1,086.50
D.J. DOODY	24.80	205.00	5,084.00
SHANA H. BRIDGEMAN	2.70	205.00	553.50

Photocopies	77.35
TOTAL EXPENSES THRU 12/31/2017	77.35
TOTAL CURRENT WORK	6,801.35
BALANCE DUE	<u>\$6,801.35</u>

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Attn: Lynn Swanson

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adv. U.S. Bank National Association (Maxi, Kinson  
& Noncent, Ouze)

			HOURS	
12/06/2017	FLN	Reviewed case file to confirm City's position and Court's order setting non jury trial.	0.20	
12/21/2017	FLN	Reviewed Notice of Mailing of Trial Order.	0.10	
		FOR CURRENT SERVICES RENDERED	0.30	61.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
FARAH L. NERETTE		0.30	\$205.00	\$61.50
TOTAL CURRENT WORK				61.50
BALANCE DUE				<u>\$61.50</u>



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STATEMENT NO: 18321

Attn: Lynn Swanson

adv. Prime Property of the Palm Beaches, Inc.  
(Peterson, Steven & Pamela)

			HOURS	
12/08/2017	FLN	Reviewed Final Judgment, Certificate of Sale, Title and Disbursement; reviewed city's filed pleadings re: hard costs and city's position after completion of foreclosure.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	102.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	FARAH L. NERETTE		0.50	\$205.00
				<u>TOTAL</u>
				\$102.50
		TOTAL CURRENT WORK		102.50
		BALANCE DUE		<u>\$102.50</u>

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STATEMENT NO: 18322

Attn: Lynn Swanson

adv. U.S. Bank Trust, N.A. (Luoto, Kaija)

			HOURS	
12/06/2017	FLN	Reviewed Plaintiff's Amended Witness and Exhibit List; reviewed case file; Reviewed Plaintiff's Counsel Attorneys Fee affidavit.	0.30	
12/08/2017	FLN	Reviewed Pl's Notice of Service of Trial Order; List of Evidence and Notice of Intent to offer at trial; Plaintiff's Witness and Exhibit List.	0.20	
		FOR CURRENT SERVICES RENDERED	0.50	102.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	FARAH L. NERETTE	0.50	\$205.00	\$102.50
	TOTAL CURRENT WORK			102.50
	BALANCE DUE			<u>\$102.50</u>

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Riverwalk Development Agreements

			HOURS	
12/06/2017	DNT	Review easement for public access to waterfront and transmit to client.	0.50	
12/07/2017	DNT	Review easement for public access to waterfront and transmit to client.	0.50	
12/19/2017	DNT	Dictate and revise emails re: dates for access to public easement.	0.40	
		FOR CURRENT SERVICES RENDERED	1.40	287.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DAVID N. TOLCES		1.40	\$205.00	\$287.00
TOTAL CURRENT WORK				287.00
BALANCE DUE				<u>\$287.00</u>



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STATEMENT NO: 18324

Attn: Lynn Swanson

adv. The Bank of New York Mellon  
F/K/A The Bank of NY (Henry, Ivey A/K/A  
Henry, Ivey Y.)

			HOURS	
12/21/2017	FLN	Reviewed Notice of Hearing on Defendant's Motion for extension of time set for Jan 23. 2018; reviewed file records.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	41.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	FARAH L. NERETTE		0.20	\$205.00
				<u>TOTAL</u>
				\$41.00
		TOTAL CURRENT WORK		41.00
		BALANCE DUE		<u>\$41.00</u>

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STATEMENT NO: 18325

Attn: Lynn Swanson

Sale to BB Faith-Based Community Development Corp.  
NW 13 Avenue

			HOURS	
12/11/2017	KL	Send email to paralegal Denise Waites regarding the status closing; send email to Community Improvement Manager advising status of closing and forward email from purchaser's counsel that debris is still on the property	0.30	
12/12/2017	KL	Receipt of executed Closing Statement; send email to Octavia Sherrod, Community Improvement Manager attaching copy of executed Closing Statement	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	75.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	KIMBERLY LONGO		0.60	\$125.00
				<u>TOTAL</u>
				\$75.00

Photocopies	1.75
TOTAL EXPENSES THRU 12/31/2017	1.75

11/27/2017	Federal Express - Invoice 6-038-09592	17.58
		17.58
	TOTAL ADVANCES THRU 12/31/2017	17.58
	TOTAL CURRENT WORK	94.33
	BALANCE DUE	<u>\$94.33</u>

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STATEMENT NO: 18326

Attn: Lynn Swanson

Sale to Habitat for Humanity of SPB County, Inc.  
1118 NE 2 St, 1114 NE 2 St, NE 11 Ave and NE 12  
Ave

			HOURS	
12/06/2017	KL	Receipt of executed Seller's documents and Closing Statement send email to paralegal Charles Heartsfield advising that we will be sending him the executed documents via overnight; prepare document escrow letter to Paralegal Charles Heartsfield.	0.40	
12/08/2017	KL	Receipt of fully executed Closing Statement; send email to Ms. Heartsfield requesting that the Property addresses be placed onto the Closing Statement .	0.40	
12/11/2017	KL	Receipt of original executed Closing Statement and seller proceeds check; send email to Octavia Sherrod attaching the fully executed Closing Statement and advising that the transaction closed; prepare letter to Ms. Sherrod attaching Closing Statement and check.	0.50	
		FOR CURRENT SERVICES RENDERED	1.30	162.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
KIMBERLY LONGO	1.30	\$125.00	\$162.50

Photocopies	9.80
TOTAL EXPENSES THRU 12/31/2017	9.80

12/06/2017	Federal Express - Invoice 6-038-09592	14.89
		14.89
	TOTAL ADVANCES THRU 12/31/2017	14.89
	TOTAL CURRENT WORK	187.19
	BALANCE DUE	<u>\$187.19</u>



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ACCOUNT NO: 306-9905293  
STATEMENT NO: 18327

Attn: Lynn Swanson

adv. Y.S. (Confidential)

				HOURS	
12/01/2017	MDC	Miscellaneous review of issues with JAC, SHB re: release of public records.		0.70	
	SHB	Discuss public records matters with MDC and JAC; additional research re: victim redactions.			
		Telephone conference with Slater re: pending public records requests.			
		Telephone conference with Lee Levenson to advise video is available and will be released to media pursuant to public records request.			
		Correspondence to Levenson advising City is not in possession of autopsy and medical examiner's report.			
		Telephone conference with son of Michael Demarco to advise video is available and will be released to media pursuant to public records request.			
		Telephone conference with ex-wife of Michael Demarco to advise video is available and will be released to media pursuant to public records request.			
		Telephone conference with Cathy Kozol at PBSO re: PBSO's stance on ability to release video. Advise Kozol that video will be released to Levenson and to media pursuant to public records request.			
		Telephone conference with Michael Salnick, counsel for family of Michael Demarco, to advise video is available and will be released to media pursuant to public records request.			
		Update Commission, City Manager, and Chief of Police re: status of public records requests and release of video to media.			
		Follow up with Slater to confirm redactions for law enforcement addresses.			
		Various correspondence with Lee Levenson.			
		Telephone conference with Burdelski re: Levenson questions about video quality; discuss with JAC. Follow up with Slater.			
		Telephone conference with Slater to confirm all available information has been provided to requestors pursuant to public records requests.			
		Monitor and review media publications regarding this matter; discuss with JAC and MDC.		8.00	
		FOR CURRENT SERVICES RENDERED		8.70	1,783.50
RECAPITULATION					
TIMEKEEPER			HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO			0.70	\$205.00	\$143.50
SHANA H. BRIDGEMAN			8.00	205.00	1,640.00

adv. Y.S. (Confidential)

Photocopies	<u>0.35</u>
TOTAL EXPENSES THRU 12/31/2017	0.35
TOTAL CURRENT WORK	1,783.85
BALANCE DUE	<u>\$1,783.85</u>

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ACCOUNT NO: 306-9905296  
STATEMENT NO: 18328

Attn: Lynn Swanson

adv. Federal National Mortgage Assoc.  
("FANNIE MAE")(Dysch, Jeremy A/K/A Dysch Jeremy H)

			HOURS	
12/01/2017	FLN	Reviewed file documents, drafted answer and affirmative defenses to be filed by 12/4/2017.	1.50	
12/04/2017	FLN	Finalized revisions to answer draft ahead of efilng approval.	0.20	
12/12/2017	FLN	Reviewed file documents and City of West Palm Beach's answer.	0.20	
12/21/2017	FLN	Reviewed Answer and Affirmative Defenses filed by defendant/property owner Jeremy Dysch.	0.20	
		FOR CURRENT SERVICES RENDERED	2.10	430.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
FARAH L. NERETTE	2.10	\$205.00	\$430.50

Photocopies	3.15
TOTAL EXPENSES THRU 12/31/2017	3.15
TOTAL CURRENT WORK	433.65
BALANCE DUE	<u>\$433.65</u>



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STATEMENT NO: 18329

Attn: Lynn Swanson

Sale to Bumgardner, Britney  
(Vacant Lot at the end of SW 24th Avenue)

			HOURS	
12/08/2017	KL	Revise Real Estate Purchase and Sale Agreement; send email to Andrew Mack attaching the Agreement for review.	0.40	
	DNT	Review and revise purchase and sale agreement with Brittany Bumgardner.	0.80	
12/11/2017	DNT	Review and revise purchase and sale agreement based on comments from Andrew Mack.	0.60	
		FOR CURRENT SERVICES RENDERED	1.80	337.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DAVID N. TOLCES	1.40	\$205.00	\$287.00
KIMBERLY LONGO	0.40	125.00	50.00

Photocopies	12.60
TOTAL EXPENSES THRU 12/31/2017	12.60
TOTAL CURRENT WORK	349.60
BALANCE DUE	<u>\$349.60</u>

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Mulheisen, William (Arbitration)

			HOURS	
12/07/2017	SHB	Discuss arbitration matters with JAC. Contact PBA to schedule panel striking.	0.60	
12/08/2017	SHB	Various correspondence with Laverriere, Oldbury, and Lawrenson re: Mulheisen arbitration.	0.60	
FOR CURRENT SERVICES RENDERED			1.20	246.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SHANA H. BRIDGEMAN		1.20	\$205.00	\$246.00
TOTAL CURRENT WORK				246.00
BALANCE DUE				<u>\$246.00</u>

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STATEMENT NO: 18352

711 North Federal Highway Property Matters

			HOURS	
12/06/2017	DNT	Review abandonment status for 20' alley west of 711 N Federal Highway; telephone conference call with Ken Dodge re: status of alley abandonment.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	102.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DAVID N. TOLCES		0.50	\$205.00	\$102.50
TOTAL CURRENT WORK				102.50
BALANCE DUE				<u>\$102.50</u>



Goren, Cherof, Doody & Ezrol, P.A. - December 2017

Risk Cases

Jean-Baptist, Kevens	682.10
Kimsey, Erin (MVA)	0.00
Ford, Sharron(Negligence arrest)	37.50
Andrews, Spencer, v Haugh, Vincent (BBPD Emp)	61.50
Mina, German (Slip & Fall)	4,827.50
Gregory, Mola (Slip & Fall)	5,508.55
Oldham, Dana (fall)	328.00
Robinson, Bennie(False Arrest)	3,044.00
Galindez, Dennis(Slip & Fall)	5,377.40
Caliskan, Hasan(MVA)	203.89
Jenkins, Gail & Leon(Demolition)	0.00
Venegas, Jesusa	2,641.17
Blutcher, Pamela (MVA)	3,564.45
Goldman, Barry(Bike/grate accident)	1,423.90
Braswell, Jeffrey(Excessive Force)	0.00
Jackson-Evancich, Deborah	0.00
Broberg, Leif Complaint(2015)	0.00
Dunn, Jonathan(arrest w/o probable)	0.00
Wade, George(auto accident)	3,715.75
Davila, Danielle (Police)	0.00
Coupet, Kenson (Parent of child injured)	0.00
Shevlin, Patrick(false arrest)	3,994.45
Ryan, Ronald(whistleblower)	261.50
Readon, Jayden, Estate of (police chase)	0.00
Robling, Aaron(police)	1,923.80
Honacher, Jack (Baker Act-Police)	0.00
Victoria Fire & Casualty(George Wade)	123.00
Clemens, Jennifer (Personal Injury)	61.50
Basinski, Donna (MVA garbage truck)	656.00
Garber M.D., Harvey (excessive force)	41.00
Estime, Robens (Police Deadly Force)	0.00
Floering, David & Barbara	196.60
TOTAL Goren,Cherof Risk Legal Costs	38,673.56

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Attn: Lynn Swanson

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STATEMENT NO: 18331

adv. Jean-Baptiste, Kevens

Billing Category 18-RLO  
Claim #001470-000352-PP-01

			HOURS	
12/18/2017	TAD	Receipt and review of correspondence from adjuster and City re: status.	0.30	
12/22/2017	TAD	Receipt of correspondence from adjuster re: claim information and status.	0.20	
12/26/2017	TAD	Receipt of correspondence from City and adjuster re: claim status. Continue review of information re: investigation by state attorney and interviews. Prepare outline of additional interviews. Prepare correspondence to City re: same. Prepare correspondence to expert re: review and opinion and prepare records for review.	2.80	
		FOR CURRENT SERVICES RENDERED	3.30	676.50

TIMEKEEPER		RECAPITULATION		
		HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO		3.30	\$205.00	\$676.50

Photocopies	5.60
TOTAL EXPENSES THRU 12/31/2017	5.60
TOTAL CURRENT WORK	682.10
BALANCE DUE	<u>\$682.10</u>

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Attn: Lynn Swanson

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adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO

			HOURS	
12/06/2017	IR	Review trial order from 2017; retrieved online court docket regarding new trial period for 2018; preparation of tickler for 30 days.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	37.50
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	INGRID RIERA	0.30	\$125.00	\$37.50
TOTAL CURRENT WORK				37.50
BALANCE DUE				<u>\$37.50</u>

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ACCOUNT NO: 306-9905041  
STATEMENT NO: 18333

Andrews, Spencer, et al v. Haugh, Vincent, et al  
(BBPD Employees)

Billing Category 18-RLO

			HOURS	
12/12/2017	TAD	Receipt and review of correspondence from outside counsel re: proposal for settlement and review claims re: recommendations to client.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	61.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.30	\$205.00
				<u>TOTAL</u>
				\$61.50
TOTAL CURRENT WORK				61.50
BALANCE DUE				<u>\$61.50</u>



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ACCOUNT NO: 306-9905062  
STATEMENT NO: 18334

Attn: Lynn Swanson

adv. Mina, German (slip & Fall)

Billing Category: 18-RLO  
Claim #001470-000340-GB-01

			HOURS
12/01/2017	IR	Finalized Outline to Order Setting Jury Trial and Directing Pretrial and Mediation Procedures, entered by the Court on Trial Order 11.17.17; retrieved online court docket, and discovery files, to ascertain if discovery was fully complied with and responded to by the Plaintiff.	0.80
	TAD	Receipt and review of deposition of Collett re: trial issues. Review trial order re: deadlines and motion requirements.	1.70
12/05/2017	TAD	Extended telephone conference with Health Care District re: deposition of nurse. Review deposition of plaintiff re: trial issues and discovery. Review records from Plaintiff's prior employer re: deposition and prepare correspondence re: same. Prepare interrogatories to Plaintiff. Prepare request for production to Plaintiff. Prepare correspondence to plaintiff counsel re: depositions and trial issues.	4.30
12/06/2017	TAD	Begin preparation of jury instructions and prepare verdict form. Review case law re: jury instructions.	2.60
12/07/2017	TAD	Revise discovery to Plaintiff to include additional information. Prepare correspondence to Plaintiff counsel re: depositions. Prepare notice of deposition and subpoena to Double Eagle. Prepare notice of deposition and subpoena to School Board. Prepare notice of deposition and subpoena to Health Care district. Prepare notice of deposition and subpoena to Dr. Mahan. Prepare notice of non-party production and subpoena to Dr. Chung and HIPAA disclosure. Prepare subpoena to Spine Institute and HIPAA disclosure. Prepare subpoena to Dr. Matusak and HIPAA disclosure. Prepare subpoena to Dr. Alter and HIPAA disclosure. Prepare subpoena to Dr. Sax and HIPAA disclosure. Prepare subpoena for to Dr. Karow and HIPAA disclosure. Prepare subpoena to Alpha Physical Therapy and HIPAA disclosure.	5.80
12/08/2017	TAD	Review additional case law re: jury instructions and revise instructions and verdict form. Review all trial exhibits and revise list in preparation for trial and depositions.	4.80

adv. Mina, German (slip &amp; Fall)

			HOURS	
12/11/2017	TAD	Receipt and review of correspondence from plaintiff re: trial issues. Extended telephone conference with plaintiff counsel re: resolution. Prepare correspondence to City re: offer. Continue review of trial exhibits for depositions and trial.	1.20	
12/12/2017	TAD	Receipt and review of plaintiff's answers to interrogatories.	0.20	
12/13/2017	TAD	Receipt and review of plaintiff's response to request for production and records produced by the Plaintiff.	0.40	
12/19/2017	TAD	Review case law re: surveillance information and issues with plaintiffs testimony. Telephone conference with plaintiff counsel re: response to settlement offer.	0.60	
12/21/2017	TAD	Telephone conference with Plaintiff counsel re: settlement issues.	0.40	
12/22/2017	TAD	Telephone call with plaintiff counsel re: settlement. Receipt of correspondence re: same.	0.20	
12/26/2017	TAD	Confer with IVR re: trial preparation and witness depositions. Receipt of correspondence from Plaintiff counsel re: settlement demand.	0.40	
		FOR CURRENT SERVICES RENDERED	23.40	4,733.00

	RECAPITULATION		
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	0.80	\$125.00	\$100.00
TRACEY A. DECARLO	22.60	205.00	4,633.00

Photocopies	94.50
TOTAL EXPENSES THRU 12/31/2017	94.50
TOTAL CURRENT WORK	4,827.50
BALANCE DUE	<u>\$4,827.50</u>

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ACCOUNT NO: 306-9905066  
STATEMENT NO: 18335

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO  
Claim #001470-000341-GB-01

			HOURS
12/01/2017	IR	Continuation of trial preparation; finalized extensive review of all Plaintiff's medical records and other pending issues; consolidated findings and prepared mail to TAD regarding status of discovery and requests to opposing counsel for Plaintiff's documents, etc.	6.10
	TAD	Prepare correspondence to plaintiff re: hearing and prepare notice of hearing. Prepare correspondence to LeStrange re: deposition and receipt of response to same. Prepare correspondence to plaintiff re: depositions. Prepare notice of deposition and subpoena duces tecum for Dr Lestrangle deposition. Review case law re: plaintiff and witness testimony re: potential motions in limine.	2.80
12/04/2017	TAD	Receipt and review of correspondence from plaintiff re: deposition. Receipt of correspondence from process server re: service on Brown. Prepare response to same.	0.30
12/05/2017	TAD	Receipt and review correspondence from Dr. Calvanese re: depositions and prepare correspondence to the City re: same. Prepare subpoena for deposition duces tecum for Dr. Calvanese. Prepare subpoena for deposition duces tecum for Dr. Tordilla. Prepare correspondence to Plaintiff re: depositions.	1.70
12/07/2017	TAD	Confer with IVR re: motions and trial issues. Receipt of correspondence from plaintiff re: hearing. Prepare renote of hearing on motions.	0.80
12/08/2017	IR	Reviewed discovery and initial preparation of Second Motion to Compel Discovery from Plaintiff; prepared exhibits to Motion to Compel, to encompass both previously filed sets of discovery to Plaintiff; reviewed documents in defendant's indexed sets of Plaintiff's various discovery responses; reviewed case law, Florida Rules Civil Procedure to research appropriate recoup of attorneys' fees and costs for the filing of discovery; letter to opposing counsel with From 4506-T for 1040s from 2011 through 2016; prepared tickler to receive same, or file supplemental motion to compel in advance of discovery cut-off date.	3.90
	TAD	Prepare correspondence to plaintiff re: depositions. Prepare	

adv. Gregory, Mola (slip &amp; fall)

			HOURS	
		correspondence to Calvanese office re: depositions. Prepare amended notice of hearing on City's motions.	0.40	
12/11/2017	IR	Extensive review of online sources regarding the Plaintiff, her family, friends, colleagues and other employees / employers, and other information for potential use at trial; reviewed social media postings of Plaintiff's current spouse; her former spouse, update Trial Witness Tracking and conversation with TAD regarding same; initial review of Plaintiff's trial witness disclosures, including her listed expert trial witnesses.	4.30	
	TAD	Receipt and review of proposal for settlement from plaintiff and correspondence re: same. Prepare correspondence to the City re: proposal.	0.60	
12/13/2017	TAD	Receipt and review of memorandum in opposition to City's Motion for Summary Judgment and documents filed in support of motion. Review additional case law re: notice issue for hearing.	1.30	
12/14/2017	TAD	Review additional recent case law re: additional authority for motion. Review deposition of Sauder and plaintiffs references for hearing. Prepare proposed order.	1.70	
12/15/2017	TAD	Receipt and review of plaintiffs witness and exhibit list for trial. Prepare for hearings.	0.90	
12/19/2017	TAD	Attend hearing on the City's Motion for Summary Judgment and Motion to Continue. Prepare orders on motions and correspondence to the Court re: same. Prepare correspondence to the City re: physician depositions.	5.60	
12/21/2017	TAD	Receipt and review of order on motion for summary judgment. Receipt of correspondence from process server re: service on plaintiff doctor and prepare response to same.	0.40	
12/22/2017	TAD	Prepare correspondence to plaintiff's physicians re: depositions. Prepare correspondence to City re: status of trial and motion for summary judgment.	0.80	
12/29/2017	IR	Receipt and review of the Court's Order Resetting Case for Jury Trial, entered by Honorable Judge Lisa S. Small on December 29, 2017; initial preparation of Trial Order Outline, with new trial deadlines in advance of e-calendar call of April 20, 2018; conference regarding Plaintiff's physician depositions scheduled for early January 2018, since canceled and to be rescheduled closer to the new trial period, but before the expiration of discovery on April 10, 2018.	0.80	
		FOR CURRENT SERVICES RENDERED	32.40	5,434.00

## RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	15.10	\$125.00	\$1,887.50
TRACEY A. DECARLO	17.30	205.00	3,546.50



adv. Gregory, Mola (slip &amp; fall)

Photocopies	74.55
TOTAL EXPENSES THRU 12/31/2017	<u>74.55</u>
TOTAL CURRENT WORK	5,508.55
BALANCE DUE	<u>\$5,508.55</u>

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ACCOUNT NO: 306-9905069  
STATEMENT NO: 18336

adv. Oldham, Dana (fall)

Billing Category 18-RLO  
Claim #001470-000346-GB-01

			HOURS	
12/12/2017	TAD	Receipt and review of correspondence from plaintiff re: optum information. Review optum letter. Prepare correspondence to the City and adjuster re: lien information. Prepare correspondence to plaintiff re: release. Revise proposed release to include additional lien information.	1.30	
12/21/2017	TAD	Receipt and review of correspondence re: status of settlement and prepare response to same.	0.30	
		FOR CURRENT SERVICES RENDERED	1.60	328.00
RECAPITULATION				
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>
TRACEY A. DECARLO			1.60	\$205.00
				<u>TOTAL</u>
				\$328.00
		TOTAL CURRENT WORK		328.00
		BALANCE DUE		<u>\$328.00</u>

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ACCOUNT NO: 306-9905073  
STATEMENT NO: 18337

Attn: Lynn Swanson

adv. Robinson, Bennie (false arrest)

Billing Category 18-RLO  
Claim #001470-000336-GB-01

			HOURS
12/05/2017	SCW	Telephonic deposition for Stephen Mills. Prepare summary of deposition.	1.80
12/11/2017	TAD	Review information on plaintiff re: arrest and incarceration records and social media postings. Begin review of documents for use at trial as exhibits.	1.40
12/18/2017	IR	Continuation of trial preparation; reviewed and revised Trial Order Outline, with Judge Marra cut-off dates in advance of trial scheduled for February 20, 2018; reviewed file and initial preparation of trial witness and trial exhibits lists and tracking information / status;	2.40
12/20/2017	TAD	Begin review of depositions and evidence re: potential motions in limine and trial jury instructions.	1.30
12/21/2017	IR	Reviewed file and updates to trial witness and trial exhibits listings.	0.70
12/26/2017	TAD	Receipt of request for records. Continue review of claim information for jury instructions and verdict form preparation. Review status of discovery re: trial issues.	1.80
	TAD	Review trial order and status and prepare memo re: required items. Confer with IVR re: trial preparation.	0.50
	IR	Continuation of trial preparation; updates to Trial Notebook and extensive review of pleadings; conference with TAD regarding trial projects to work on, in advance of various deadlines, commencing in January of 2018.	2.20
12/27/2017	IR	Reviewed project memoranda for trial preparation, in advance of February 20, 2018 jury trial in West Palm Beach before Judge Kenneth Marra; updated trial notebook and initially created jury instructions notebook.	1.20
12/28/2017	IR	Continuation of trial preparation for two week trial docket, commencing February 20, 2018 in United States District Court, West Palm Beach Division, FL; reviewed discovery exchanged by the parties and continuation of updates to trial witness and trial exhibits lists, on behalf of the City of Boynton Beach to prepare its Mandatory Pre-Trial Stipulation; reviewed	

adv. Robinson, Bennie (false arrest)

		HOURS		
	pleadings and telephone conference with co-counsel, Ben Bedard's legal assistant regarding particular depositions needed; reviewed deposition of former police officer Stephen Mills from December 5, 2017 deposition and initial preparation of deposition summary of same.	4.80		
12/29/2017	IR Continuation of trial preparation, for trial commencing February 20, 2018 in USDC in Palm Beach County, FL; preparation of email to Trial Graphix, including pleadings and other informational documentation, in order to run conflict checks and preparation of tickler to receive response regarding same; initial preparation of memoranda pertaining to Bennie Robinson's alleged medical issues, including review of his medical billing records; continued updates to the City of Boynton Beach's trial witness and trial exhibits lists.	1.90		
	FOR CURRENT SERVICES RENDERED	20.00		3,044.00
RECAPITULATION				
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
INGRID RIERA	13.20	\$125.00	\$1,650.00	
TRACEY A. DECARLO	5.00	205.00	1,025.00	
SHARI C. WALLEN	1.80	205.00	369.00	
TOTAL CURRENT WORK				3,044.00
BALANCE DUE				<u>\$3,044.00</u>



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ACCOUNT NO: 306-9905083  
STATEMENT NO: 18338

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

Billing Category: 18-RLO  
Claim #001470-000330-GB-01

			HOURS
12/01/2017	TAD	Revise motion for summary judgment to include additional arguments. Revise notice of filing. Review deposition of plaintiff's expert re: motion in limine.	3.80
12/04/2017	IR	Conference with TAD regarding hearing of December 6, 2017; initial preparation for same regarding Plaintiff's Motion to use Deposition transcript at trial, in lieu of live testimony of from Lawrence [Larry] LePage's, using his October 30, 2015 [Plaintiff filed same on 7.29.16]; Plaintiff's Motion for Leave to propound additional Interrogatories, over the statutory limit; reviewed and listed portions of Larry LePage deposition from 2015; reviewed and revised initial listing of various discovery propounded by Plaintiff to the City of Boynton Beach and prepared findings pertaining to Plaintiff's seven sets of interrogatories, commencing in 2015 through current date, and incorporated the City of Boynton Beach's responses; totaled both sets of numbers, with and without subparts to Plaintiff's interrogatories; prepared email to TAD with initial findings.	3.60
	TAD	Receipt and review of plaintiffs motion for use of deposition at trial. Reveiw case law re: hearsay exceptions for hearing. Receipt of plaintiff motion to propound additional discovery. Review case law re: motions in limine. Review plaintiff's expert deposition and begin preparation of motion in limine. Review plaintiff exhibit and witness list and city's lists re: revisions to same. Confer with IVR re: changes.	5.30
12/05/2017	IR	Continuation and finalization of comparison of discovery requests with discovery responses for the two and a half year period of 2015 through the end of 2017; prepared chart for presentation to the Court at the hearing on Plaintiff's Motion for Leave to File Over 30 Interrogatories to Defendant and Motion to Allow Deposition Testimony at trial; reviewed and updated chart specifying dates and numbered questions by Plaintiff and cross-referenced with the City of Boynton Beach's answers and objections thereto that total 68 interrogatories by Plaintiff to date; preparation of package for TAD hearing on December 6, 2017; extensive review of documents, discovery and for responses [not listed in pleadings]; continued trial preparation and updated trial witnesses files.	4.30

adv. Galindez, Dennis (slip &amp; fall)

			HOURS		
12/06/2017	TAD	Attend hearing on motion to use deposition and hearing on motion to take additional discovery. Receipt of orders on same.	4.60		
12/07/2017	TAD	Confer with IVR re: trial preparation. Review witness and exhibit lists re: trial exhibits.	0.80		
12/12/2017	IR	Continued revisions to Amended Trial Witness and Exhibits lists, in advance of new trial period disclosure dates in January 2018 and following the Court's recent ruling in court of December 7, 2017; initial review and updates to Plaintiff's Timeline for use at trial and direct examination of witnesses at trial;	1.30		
	TAD	Review case law re: motions in limine and begin draft of motion. Review deposition of lePage. Prepare deposition designations for use at trial.	3.30		
12/13/2017	IR	Update to Defendant, City of Boynton Beach's trial exhibits disclosure; organization of City's personnel records, saved as trial exhibits, disclosed as part of the City of Boynton Beach's Responses to Plaintiff's Request for Production; continuation of additional trial preparation and reviewed / confirmed trial order outline utilizing the Court's Order Re-Setting Jury Trial and Directing Pretrial and Mediation Procedures, entered February 28, 2017 and with the most recent Order Resetting Jury Trial, entered by the Court on August 29, 2017; prepared ticklers for January and February 2018 trial deadlines, for the City's compliance regarding same.	2.30		
12/19/2017	TAD	Receipt and review of revised witness and exhibit list for trial.	0.90		
12/20/2017	IR	Review online docket, to ascertain if opposing counsel filed additional discovery, listed new expert witnesses, filed returns of service on trial subpoenas.	0.80		
		FOR CURRENT SERVICES RENDERED	31.00		5,371.00

## RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	12.30	\$125.00	\$1,537.50
TRACEY A. DECARLO	18.70	205.00	3,833.50

Photocopies	1.40
TOTAL EXPENSES THRU 12/31/2017	1.40

12/06/2017	Parking - TAD	5.00
	Parking -	5.00
	TOTAL ADVANCES THRU 12/31/2017	5.00

CITY OF BOYNTON BEACH

adv. Galindez, Dennis (slip & fall)

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ACCOUNT NO: 306-9905083  
STATEMENT NO: 18338

TOTAL CURRENT WORK	5,377.40
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BALANCE DUE	<u>\$5,377.40</u>
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01/03/2018  
ACCOUNT NO: 306-9905092  
STATEMENT NO: 18339

Attn: Lynn Swanson

adv. Caliskan, Hasan (MVA)

Billing Category: 18-RLO  
Claim #001470-000354-AB-02

			HOURS	
12/01/2017	TAD	Receipt and review of correspondence re: settlement agreement. Review settlement agreement. Prepare correspondence to Plaintiff re: settlement status.	0.30	
12/21/2017	TAD	Prepare correspondence to plaintiff re: dismissal and review docket re: status of claim.	0.20	
12/22/2017	IR	Receipt and reviewed Notice of Voluntary Dismissal filed by Plaintiff and prepared tickler to ensure same is filed within the Palm Beach County Recorder's office within the next 10 days.	0.20	
	TAD	Receipt of correspondence from plaintiff re: dismissal. Receipt of notice of dismissal. Prepare correspondence to City and adjuster re: dismissal.	0.30	
		FOR CURRENT SERVICES RENDERED	1.00	189.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	0.20	\$125.00	\$25.00
TRACEY A. DECARLO	0.80	205.00	164.00

12/07/2017	Federal Express - Invoice 6-038-09592	14.89
		14.89
	TOTAL ADVANCES THRU 12/31/2017	14.89
	TOTAL CURRENT WORK	203.89
	BALANCE DUE	<u>\$203.89</u>



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Attn: Lynn Swanson

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ACCOUNT NO: 306-9905098  
STATEMENT NO: 18340

adv. Venegas, Jesusa

Billing Category 18-RLO  
Claim #001470-000367-AB-01

			HOURS
12/04/2017	TAD	Receipt and review of correspondence re: status and prepare response to same. Receipt of correspondence from City and adjuster re: information on claim and confer with IVR re: consulting expert. Review claim notes and demands from claimant re: information for expert review.	1.70
12/06/2017	IR	Reviewed online information pertaining to potential medical expert witness to potentially perform CME; conference with TAD regarding same; online searches pertaining to potential medical expert witness[es]; initial preparation of Trial Witness Tracking Chart and update of same; review medical records and Plaintiff's allegations pertain to claimed medical issues [prepare for conference]; telephone conference with potential medical expert witness[es]; preparation of email to potential medical expert witness[es] and prepared tickler to receive requested documentation from said individual[s].	2.10
12/07/2017	IR	Continuation to update Trial Witness Tracking Chart and prepared tickler to receive Dr. Inwood's curriculum vitae and fee schedule; Receipt and review email from Dr. Inwood [without attachments].	0.60
12/08/2017	TAD	Review demand letter and information on medical claims. Prepare outline of claims for discussion with adjuster and doctor.	2.30
12/11/2017	TAD	Continue review of medical records from claimant. Receipt of correspondence from expert re: resume and fee schedule. Prepare correspondence to City re: expert and receipt of response to same. Receive information on plaintiff re: business affiliations. Review claim information with IVR. Receipt of correspondence from City re: expert and status. Prepare correspondence to expert re: medical review and claims. Finalize outline of records and prepare documents for review by expert. Receipt of medical lien information and PIP payments re: damages claimed for recommendation to City.	5.30
12/26/2017	TAD	Review records re: information on claim for conference. Attend conference with Dr. Inwood re: opinion. Prepare correspondence to City and adjuster	

adv. Venegas, Jesusa

re: information from medical review.	HOURS	
	1.30	
FOR CURRENT SERVICES RENDERED	13.30	2,510.50

	HOURS	HOURLY RATE	TOTAL
TIMEKEEPER			
INGRID RIERA	2.70	\$125.00	\$337.50
TRACEY A. DECARLO	10.60	205.00	2,173.00

Photocopies	113.75
TOTAL EXPENSES THRU 12/31/2017	113.75

12/18/2017	Federal Express - Invoice 6-038-09592	16.92
		16.92
	TOTAL ADVANCES THRU 12/31/2017	16.92
	TOTAL CURRENT WORK	2,641.17
	BALANCE DUE	<u>\$2,641.17</u>

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Attn: Lynn Swanson

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ACCOUNT NO: 306-9905102  
STATEMENT NO: 18341

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO  
Claim #001470-000369-AB-01

			HOURS
12/05/2017	IR	Conference regarding pending medical records from medical facilities, pursuant to the last set of Subpoenas Duces Tecum; reviewed online Witness and Records Custodian tracking chart as to which medical facilities still owe records and/or were awaiting payment from the client or the insured;	0.40
12/08/2017	IR	Update to medical information received from Plaintiff and medical summaries to client [in chronological format]; update tracking with more information as stated in Plaintiff's medical records.	2.90
	TAD	Confer with IVR re: status of review of records and responses to subpoenas and items to complete.	0.40
12/11/2017	IR	Continuation of extensive review of court filings of Plaintiff in civil, traffic and criminal courts and update to file, in preparation of Plaintiff's deposition; review of Plaintiff's social media and cross-referenced with medical chronology.	2.90
	TAD	Receipt and review of correspondence from adjuster re: status. Prepare response to same with update. Confer with IVR re: status of analysis.	0.80
12/13/2017	IR	Continuation of medical record summaries [Bethesda Hospital East, Security National Insurance Company], per TAD directives; reviewed remainder of records received pursuant to subpoena duces tecum and updates to trial witness tracking chart [for additional and supplemental documents pertaining to Plaintiff's health, cross-referenced with Plaintiff's criminal background; several telephone conferences with records department and legal department at Bethesda Medical East pertaining to Plaintiff's medical records, pursuant to Subpoena Duces Tecum; prepared tickler to follow-up and re-send subpoena duces tecum.	4.20
12/14/2017	IR	Continuation of review and preparation of medical records summaries pertaining to the Plaintiff and Neurosurgical Consultants of South Florida and cross-reference medical records dates of service with composite Timeline of Events [inclusive of criminal history, driving records; followed-up on ticklers pertaining to additional records, including Bethesda East medical	

adv. Blutcher, Pamela (MVA)

			HOURS	
		records.	1.70	
12/19/2017	IR	Continued preparation of medical summaries, following the responses to various subpoenas duces tecum of documents received from Orthopedic Surgery Associates, Inc., Security National Insurance Company, Evan Packer, M.D. and Charlton E. Stucken, M.D.; prepare correspondence to Bethesda Memorial Hospital East, requesting a list of Plaintiff's various visits to the facility [28 visits] for exhibits.	3.30	
12/20/2017	IR	Continuation of updates to medical chronology, which includes review and summaries of medical records from Imaging Center, Surfside Non-Surgical, Glenn Chapman, D.O., Bethesda Hospital East list of admissions, Security National Insurance Company, The Center for Bone & Joint Surgery, and Jose Ortega, M.D. subpoena and update witness list regarding potential other medical and other providers to Pamela Blutcher; updates to Plaintiff's tracking information, as part of extensive review of Plaintiffs' records, including history of pain treatment and automobile accident.	3.80	
12/21/2017	IR	Continuation of medical records summaries and updates to trial tracking charts accordingly.	3.10	
12/22/2017	IR	Continued medical records review and summaries of documents received from Security National Insurance Company; continued updates relevant to potential new medical providers, including medical facilities, where Plaintiff may have been treated prior [not previously listed in discovery]; telephone conferences with Shante' at Dr. Patricia Martindale's medical practice located in Lauderdale Lakes, Broward County, Florida, requesting status of Plaintiff's medical records that were subpoenaed and due July 24, 2017; prepared tickler to follow up after the holidays.	1.90	
12/26/2017	IR	Conference with TAD regarding discovery, including subpoenaed records and summaries of each set of documents received; revised and updated medical summaries tracking chart.	2.30	
		FOR CURRENT SERVICES RENDERED	27.70	3,558.50
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	INGRID RIERA	26.50	\$125.00	\$3,312.50
	TRACEY A. DECARLO	1.20	205.00	246.00

Photocopies	5.95
TOTAL EXPENSES THRU 12/31/2017	5.95
TOTAL CURRENT WORK	3,564.45
BALANCE DUE	<u>\$3,564.45</u>



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01/03/2018  
ACCOUNT NO: 306-9905111  
STATEMENT NO: 18342

Attn: Lynn Swanson

adv. Goldman, Barry (bike/grate accident)

Billing Category: 18-RLO  
Claim #001470-000373-GB-01

			HOURS
12/06/2017	IR	Online review of court docket and Judge's trial calendar to see if the next 8 week docket was posted; prepared email memorandum to team and revised tickler for December 8, 2017.	0.40
12/07/2017	IR	Reviewed tickler and online search of Judge Rowe's calendar docket of January 8, 2018 through March 2, 2018; conference with TAD regarding trial projects, trial subpoenas and other trial strategy.	0.80
12/11/2017	IR	Initial preparation of Defendant City of Boynton Beach's Amended Trial Witness and Trial Exhibits Lists; reviewed and scanned Plaintiff's lip rejuvenation photo, along with the statement for medical services of same [need the surgical report].	0.30
	TAD	Review docket re: calendar call and trial setting. Prepare correspondence to City re: trial setting. Prepare correspondence to witness re: trial setting.	0.40
12/12/2017	IR	Extensive review of court's online docket, our pleadings and medical documents and other records listed on each parties' trial disclosures from 2016 through current; reviewed online court docket to ascertain which trial subpoenas Plaintiffs were requesting the court be reissued at trial, following the Plaintiff's May 2017 motion that subpoenas be revalidated; reviewed and listed depositions during 2017, not previously listed as trial exhibits by the City of Boynton Beach's [from its previously filed trial disclosures]; finalized draft of amended trial disclosures, listing supplemental information from 2017; updated Alexander Barr / Florida Department of Transportation, expert witness file, to utilize as City's rebuttal witness at trial.	4.70
12/13/2017	IR	Revised Trial Witness and Exhibits list to add documents for use at trial.	0.80
12/26/2017	TAD	Review docket information re: status of trial setting. Confer with IVR re: trial subpoenas and preparation.	0.20
	IR	Conference with TAD regarding trial preparation and additional projects to work on, in advance of the January 22, 2018 jury trial now set; reviewed pleadings regarding dispositive motions still pending and initial preparation of memoranda to TAD regarding same.	0.70

adv. Goldman, Barry (bike/grate accident)

			HOURS		
12/27/2017	IR	Went through trial banker boxes and retrieved files for projects; initial preparation of deposition summary of Alexander Barr, with the Florida Department of Transportation; online review pertaining to trial subpoenas of employees at Florida Department of Transportation and review of legal department personnel in order to contact Shenika Harris, Esq.	1.30		
12/28/2017	IR	Online searches pertaining to service of process of trial subpoena, to be served upon Alexander Barr, Licensed Engineer and Complete Streets Coordinator at the Florida Department of Transportation, in an effort to coordinate same with Department Attorney, Shenika Harris, who was in attendance at Mr. Barr's deposition October 9, 2017; initial preparation of Alexander Barr deposition summary; online searches of Judge Rowe's trial calendar and specifically retrieval of trial before this case of Couch v. Ace & Owen & Ace, 6 day trial before this case, set the week of January 22, 2017 [2 circuit court matters, condensed into one].	1.20		
FOR CURRENT SERVICES RENDERED			10.80		1,398.00

## RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	10.20	\$125.00	\$1,275.00
TRACEY A. DECARLO	0.60	205.00	123.00

Photocopies	25.90
TOTAL EXPENSES THRU 12/31/2017	25.90
TOTAL CURRENT WORK	1,423.90
BALANCE DUE	<u>\$1,423.90</u>

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ACCOUNT NO: 306-9905132  
STATEMENT NO: 18343

Attn: Lynn Swanson

adv. Wade, George (auto accident)

Billing Category: 18-RLO  
Claim #001470-000380-AB-01

			HOURS
12/01/2017	TAD	Receipt and review of notice of jury trial.	0.10
12/06/2017	IR	Reviewed last trial order, for trial of October through December 2017 and Plaintiff's latest Notice for Trial to the Court; online review of court docket pertaining to same; retrieved Judge French's current trial setting for 2018 and prepared tickler for follow up December 12, 2017; ran name search of Plaintiff's court cases, both criminal, civil and traffic courts; extensive review of findings from Plaintiff's litigation from approximately 1990 through current; preparation of file pertaining to same and to list Clerk of the Palm Beach Circuit Court, to obtain and testify as to certified copies of Plaintiff's state of Florida driving records [24 tickets in Palm Beach County through current date]; conference with TAD regarding same.	2.10
12/14/2017	IR	Conference with TAD regarding preparation for Thomas F. Roush, M.D. deposition of Wednesday, December 20, 2017; reviewed Plaintiff's medical records with Dr. Roush and Columna, Inc., Dr. Roush's medical practice in Palm Beach County; retrieved Plaintiff's Timeline of Events, pertaining to his medical complaints with dates pertaining to same, cross-referenced with Dr. Roush's medical records of Plaintiff; cross-referenced dates of written prescriptions written by Dr. Roush and Dr. Kabinoff [Plaintiff's general physician]; initial preparation of 3 ring binder for use at Dr. Roush's deposition on December 20, 2017; reviewed Plaintiff's Complaint and his various discovery responses in an effort to locate and ascertain Plaintiff's "significant financial losses" as claimed in paragraph 16 of Plaintiff's Complaint; online research pertaining to requests for prior business / sole proprietorship business tax returns, including requests for IRS Schedule K-1s, 1065, 1120S, Schedule C to 1120S, and IRS Schedule C-EZ; preparation of tickler to discuss with TAD, as part of trial preparation and subsequent discovery to Plaintiff.	4.90
12/15/2017	IR	Preparation for physician depositions and anticipated new trial period in 2018; retrieved online court docket, to check if the new trial period had been rescheduled from October 23, 2017 through December 15, 2017 [since the trial period officially ended this date]; prepared tickler to follow up once	

adv. Wade, George (auto accident)

			HOURS		
		again on December 22, 2017, before the end of the year, but prior to the end of the month.	2.10		
12/18/2017	IR	Continued to work on deposition notebook in advance of Thomas F. Raush, M.D., Plaintiff's spine surgeon deposition on December 20, 2017; reviewed Dr. Roush's medical records pertaining to George Wade, listing various procedures [injections] and prescribed medication, that was cross-referenced on the medical Chronology of Plaintiff [which also cross-references prescriptions from other medical providers and hospitals].	4.20		
	TAD	Receipt and review of correspondence from Dr. Rousch re: deposition and prepare correspondence to plaintiff re: same. Prepare amended notice of deposition. Review record from Rousch and other physicians and prepare outline for deposition.	2.40		
12/19/2017	IR	Continued and finalized review of Plaintiff's numerous medical records, in an effort to cross-reference with other medical providers information and to utilize as part of an updated Timeline of Events, including medical attention sought by Plaintiff.	2.10		
12/20/2017	IR	Online reviews of Broward Circuit Court docket, both civil and criminal in preparation of Plaintiff's litigation history.	1.40		
	TAD	Attend deposition of Dr. Rousch. Confer with Plaintiff counsel re: trial issues.	4.60		
12/26/2017	TAD	Review witness issues with IVR and discuss strategies.	0.50		
		FOR CURRENT SERVICES RENDERED	24.40		3,658.00

## RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	16.80	\$125.00	\$2,100.00
TRACEY A. DECARLO	7.60	205.00	1,558.00

Photocopies	57.75
TOTAL EXPENSES THRU 12/31/2017	57.75
TOTAL CURRENT WORK	3,715.75
BALANCE DUE	<u>\$3,715.75</u>



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ACCOUNT NO: 306-9905186  
STATEMENT NO: 18344

adv. Shevlin, Patrick (false arrest)

Billing Category: 18-RLO  
Claim #001470-000395-PP-01

			HOURS
12/01/2017	TAD	Receipt and review of correspondence from City re: response to information on claim. Prepare correspondence to plaintiff re: same.	0.30
12/04/2017	IR	Reviewed file, pleadings and discovery from Plaintiff; cross-referenced with Plaintiff's discovery responses received, and checked to ascertain if additional discovery should be propounded, including subpoenas duces tecum to Plaintiff's previous employers [employment records, to substantiate his wage loss claim], in advance of discovery cutoff on February 27, 2018, pursuant to the Court's Trial Order entered November 28, 2017; online research of Plaintiff and his family, conference with TAD regarding same.	1.70
12/06/2017	TAD	Prepare correspondence to Officer Davis re: deposition and receipt of response to same.	0.30
12/08/2017	TAD	Prepare correspondence to Officer Davis re: deposition and discovery and receipt of response to same.	0.20
12/12/2017	TAD	Review plaintiff's claims and City's responses. Review reports and prepare for meeting with Officer Davis. Draft outline of claims and issues for discussion with City re: offer to settle. Prepare revisions to answers to interrogatories.	2.40
12/13/2017	TAD	Receipt and review of correspondence from plaintiff re: response to discovery. Meet with Officer Davis re: deposition. Revise discovery responses. Confer with Davis re: discovery responses.	3.40
12/14/2017	TAD	Receipt and review of information on Davis for deposition. Prepare memo re: same. Prepare exhibits for deposition. Prepare outline for deposition.	3.20
12/15/2017	TAD	Prepare correspondence to plaintiff re: deposition. Receipt of response to same. Receipt of correspondence from Harris re: deposition and prepare response to same.	0.30

adv. Shevlin, Patrick (false arrest)

			HOURS	
12/18/2017	TAD	Attend deposition of Davis and confer with plaintiff counsel re: claims status and settlement.	4.70	
12/20/2017	IR	Reviewed file and history of claims regarding depositions.	2.10	
12/21/2017	TAD	Revise correspondence to City to include information on deposition of Davis and additional information from plaintiff.	0.80	
	IR	Continuation of updates to Trial Witness and Trial Exhibits Tracking chart, to turn into a pretrial disclosure to use during the trial period commencing March 19, 2018 through May 11, 2018, following the Court's Order Setting Jury Trial and Directing Pretrial and Mediation Procedures, entered on 11.17.17; cross-referenced witnesses from this litigation with other, prior litigation and noted same.	2.30	
		FOR CURRENT SERVICES RENDERED	21.70	3,960.50

## RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	6.10	\$125.00	\$762.50
TRACEY A. DECARLO	15.60	205.00	3,198.00

Photocopies	33.95
TOTAL EXPENSES THRU 12/31/2017	33.95
TOTAL CURRENT WORK	3,994.45
BALANCE DUE	<u>\$3,994.45</u>

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Attn: Lynn Swanson

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01/03/2018  
ACCOUNT NO: 306-9905199  
STATEMENT NO: 18345

adv. Robling, Aaron (Police)

Billing Category: 18 - RLO  
Claim #001470-000403-PP-01

			HOURS	
12/04/2017	TAD	Receipt and review of correspondence re: status. Prepare correspondence to School Board re: information on 911 call.	0.90	
12/06/2017	IR	Reviewed documents received from City of Boynton Beach and reviewed pleadings in this matter; preparation of initial draft of discovery to Plaintiff; conference with TAD regarding same; update to Trial Witness Tracking chart and tickler to prepare Notice of Non-Party Production, with Subpoena Duces Tecum.	1.80	
12/21/2017	TAD	Review claim information and prepare initial litigation report and budget for claim. Telephone conference with School Board counsel re: settlement and telephone conference with Plaintiff counsel re: settlement. Review case law re: issues for litigation report.	4.80	
12/22/2017	TAD	Review medical and damage information from plaintiff and revise litigation plan. Prepare interrogatories to plaintiff.	2.40	
12/28/2017	IR	Receipt, review and preparation of tickler file to prepare Motion to Compel by January 26, 2018 if Plaintiff fails to respond to propounded discovery.	0.20	
FOR CURRENT SERVICES RENDERED			10.10	1,910.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	2.00	\$125.00	\$250.00
TRACEY A. DECARLO	8.10	205.00	1,660.50

Photocopies	13.30
TOTAL EXPENSES THRU 12/31/2017	13.30

CITY OF BOYNTON BEACH

adv. Robling, Aaron (Police)

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ACCOUNT NO: 306-9905199  
STATEMENT NO: 18345

TOTAL CURRENT WORK	1,923.80
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BALANCE DUE	<u>\$1,923.80</u>
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ACCOUNT NO: 306-9905216  
STATEMENT NO: 18346

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO  
Claim #001470-000410-EP-01

			HOURS		
12/04/2017	TAD	Receipt and review of notice of trial and prepare correspondence to city re: same.	0.30		
12/05/2017	IR	Receipt, review and initial preparation of Trial Order Outline, from the Court's Order Setting Jury Trial and Directing Pretrial and Mediation Procedures, entered on 12.4.17 by Acting Circuit Court Judge Edward A. Garrison; updated ticklers for court ordered trial deadlines; online court docket review for recent court filings.	1.60		
FOR CURRENT SERVICES RENDERED			1.90		261.50
RECAPITULATION					
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
INGRID RIERA		1.60	\$125.00	\$200.00	
TRACEY A. DECARLO		0.30	205.00	61.50	
TOTAL CURRENT WORK					261.50
BALANCE DUE					<u>\$261.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.  
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3099 East Commercial Boulevard  
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Page: 1  
01/03/2018  
ACCOUNT NO: 306-9905237  
STATEMENT NO: 18347

Attn: Lynn Swanson

adv. Clemens, Jennifer ( Personal Injury)

Billing Category: 18 - RLO  
Claim #001470-000417-GB-01

			HOURS	
12/20/2017	TAD	Receipt and review of correspondence from FPL counsel re: settlement offer and response. Prepare correspondence to the City and adjuster re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	61.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.30	\$205.00
			<u>TOTAL</u>	<u>\$61.50</u>
		TOTAL CURRENT WORK		61.50
		BALANCE DUE		<u>\$61.50</u>

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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1  
01/03/2018  
ACCOUNT NO: 306-9905243  
STATEMENT NO: 18348

adv. Victoria Fire & Casualty (a/s/o George Wade)

Billing Category: 18-RLO  
Claim #001470-000380-AB-01

			HOURS	
12/12/2017	TAD	Review docket re: hearing on motion for dismissal. Review dismissal on file with court. Prepare correspondence to the City re: dismissal. Receipt of correspondence from adjuster re: status.	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	123.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.60	\$205.00	\$123.00
TOTAL CURRENT WORK				123.00
BALANCE DUE				<u>\$123.00</u>

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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1  
01/03/2018  
ACCOUNT NO: 306-9905256  
STATEMENT NO: 18349

adv. Basinski, Donna (MVA garbage truck)

Billing Category: 18 - RLO  
Claim #001470-000422-AB-02

			HOURS		
12/14/2017	TAD	Receipt and review of correspondence re: medical information from claimant. Review medical records provided re: potential claims.	2.30		
12/18/2017	TAD	Receipt and review of correspondence from City re: claims and continue review of records from adjuster re: status.	0.90		
		FOR CURRENT SERVICES RENDERED	3.20		656.00
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO			3.20	\$205.00	\$656.00
TOTAL CURRENT WORK					656.00
BALANCE DUE					<u>\$656.00</u>



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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Page: 1  
01/03/2018  
ACCOUNT NO: 306-9905282  
STATEMENT NO: 18350

Attn: Lynn Swanson

adv. Garber M.D., Harvey (excessive force)

Billing Category: 18 - RLO  
Claim #001470-000429-PP-01

			HOURS	
12/14/2017	TAD	Receipt and review of correspondence re: claim status from adjuster and from City.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	41.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.20	\$205.00
				<u>TOTAL</u>
				\$41.00
		TOTAL CURRENT WORK		41.00
		BALANCE DUE		<u>\$41.00</u>

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CITY OF BOYNTON BEACH  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1  
01/03/2018  
ACCOUNT NO: 306-9905288  
STATEMENT NO: 18351

adv. Floering, David & Barbara

Billing Category: 18 RLO  
Claim #001470-000422-AB-04

			HOURS	
12/04/2017	IR	Retrieved online court docket and compared with our pleadings listing; initial preparation of witness tracking chart, along with discovery documents tracking thereto; initial preparation of automobile accident discovery to Plaintiff; review records received from City of Boynton Beach from presuit.	1.50	
		FOR CURRENT SERVICES RENDERED	1.50	187.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	1.50	\$125.00	\$187.50

Photocopies	9.10
TOTAL EXPENSES THRU 12/31/2017	9.10
TOTAL CURRENT WORK	196.60
BALANCE DUE	<u>\$196.60</u>

Risk-Outside Counsel	
Robert C Okon, P.A.	
Harris v City, Martinez	0.00
Lewis, Stroud & Deutsch, PL	
Hill v City	0.00
Harris v City	0.00
	<hr/>
	0.00
Roberts, Reynolds, Bedard & Tuzzio, PLLC-Nov & Dec 2017	
Yesnick v City	0.00
Braswell v City	0.00
Boynton Old School v City	1,270.50
Andrews v Haugh	2,035.30
Hill v City	0.00
Kimsey v City & Brooks	348.00
Harris v City	0.00
Broberg v City	3,895.00
	<hr/>
	7,548.80
TOTAL Oct 2017 Outside Counsel - Risk	7,548.80

# ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101  
West Palm Beach, Florida 33409

Telephone (561)688-6560  
Tax ID No. 65-0004867

City of Boynton Beach  
Attn: claims@bbfl.us  
P.O. Box 310  
Boynton Beach, FL 33425-0310

January 8, 2018  
Bill No. 39807

CLIENT: City of Boynton Beach  
MATTER: Broberg v. Boynton Beach et al.

032  
15414

Claim #001470-000390-EP-01

BILL FOR FEES AND COSTS THROUGH 12/31/17

## PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/03/17	Review of Chief Katz interview on WPTV To the point show.	AGA	0.70
12/03/17	Receipt and review of news article from Palm Beach Post of interview with Chief Katz.	LHR	0.30
12/04/17	Correspondence to Cit Risk Manager Julie Oldbury re: news article from Palm Beach Post of interview with Chief Katz.	LHR	0.20
12/04/17	Telephone conference with Plaintiff's counsel Adrian Alvarez re: setting our Motion to Overrule Objections/Motion to Compel Better Answers to Requests for Admission for hearing.	JHL	0.30
12/04/17	Telephone conference with US Attorney Steve Petrie re: status of request for FBI tapes of interviews of Chief Katz and Major Crawford, and status of same.	LHR	0.30
12/05/17	Correspondence to Julie Oldbury, City, re: Chief Katz interview video.	AGA	0.30
12/06/17	Preparation of e-mail to Crawfords' counsel Harriett Lewis re: depositions of Suzanne & Christopher Crawford.	LHR	0.20
12/06/17	Preparation of e-mail to Plaintiff's counsel Alvarez re: depositions of Suzanne & Christopher Crawford.	LHR	0.20
12/06/17	Receipt and review of email response from Plaintiff's counsel Alvarez re: depositions of Suzanne & Christopher Crawford.	LHR	0.20
12/06/17	Preparation of e-mail to City Paralegal Lynn Swanson re: continued deposition of Chief Katz and if cannot secure same prior to his leaving Florida will need his contact information to coordinate to take place in Virginia at a later date.	LHR	0.20
12/06/17	Receipt and review of email response from Crawfords' counsel Harriett Lewis re: depositions of Suzanne & Christopher Crawford.	LHR	0.20



**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Services</b>	<b>Attorney</b>	<b>Hours</b>
12/06/17	Correspondence to Plaintiff's counsel Adrian Alvarez confirming his opposition to City's Motion to Overrule Objections and Motion to Compel Better Answers to Request for Admissions, and other matters regarding discovery.	AGA	0.50
12/06/17	Receipt and review of email response from City Paralegal Lynn Swanson re: continued deposition of Chief Katz need for same to be coordinated for spring in Virginia.	LHR	0.20
12/06/17	Receipt and review of second e-mail from Plaintiff's counsel Alvarez re: depositions of Suzanne and Christopher Crawford.	LHR	0.10
12/07/17	Receipt and review of e-mail from Suzanne Crawford's counsel Harriett Lewis re: deposition of Suzanne Crawford.	LHR	0.20
12/08/17	Receipt and review of news article concerning naming of Asst. Chief Kelly Harris as Interim Chief for Boynton Beach PD.	LHR	0.30
12/09/17	Obtain address for serving subpoena to Forbes Consulting for records pertaining to Plaintiff, Leif Broberg.	RKD	0.20
12/09/17	Preparation of initial draft of duces tecum to attach to subpoena for records to Forbes Consulting for records pertaining to Plaintiff, Leif Broberg.	AGA	0.50
12/11/17	Correspondence to City Risk Manager Julie Oldbury re: Palm Beach Post article concerning Asst. Chief Kelly Harris being named Interim Chief of Police.	LHR	0.20
12/12/17	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: continued deposition of Chief Katz and depositions of Suzanne & Christopher Crawford.	LHR	0.10
12/12/17	Preparation of email response to Plaintiff's counsel Alvarez re: continued deposition of Chief Katz and depositions of Suzanne & Christopher Crawford.	LHR	0.10
12/12/17	Receipt and review of second e-mail from Plaintiff's counsel Alvarez re: continued deposition of Chief Katz and depositions of Suzanne & Christopher Crawford.	LHR	0.10
12/14/17	Telephone conference with Seminole Tribe Police Department re: status of records pertaining to Plaintiff, Leif Broberg, pursuant to public records request.	RKD	0.30
12/14/17	Second telephone conference with Seminole Tribe Police Department re: status of records pertaining to Plaintiff, Leif Broberg, pursuant to public records request.	RKD	0.20
12/14/17	Preparation of e-mail to Seminole Tribe Police Department re: proof of payment for public records regarding Plaintiff, Leif Broberg, pursuant to request.	LHR	0.20
12/14/17	Telephone conference with US Attorney Steve Petrie re: update status on requested recordings and FBI objecting to at least one on ongoing investigation grounds.	LHR	0.30

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Services</b>	<b>Attorney</b>	<b>Hours</b>
12/19/17	Preparation of e-mail to Adrian Alvarez, counsel for Plaintiff, re: hearing on Defendant's Motion to Overrule Objections and Compel Better Responses to Defendant, City of Boynton Beach's Request for Admissions.	JHL	0.20
12/19/17	Preparation of e-mail to Crawfords' counsel Harriett Lewis re: depositions of Suzanne and Christopher Crawford.	LHR	0.20
12/19/17	Receipt and review of email response from Crawfords' counsel Harriett Lewis re: depositions of Suzanne and Christopher Crawford.	LHR	0.20
12/19/17	Preparation of second email to Crawfords' counsel Harriett Lewis re: depositions of Suzanne and Christopher Crawford.	LHR	0.10
12/19/17	Preparation of e-mail to Plaintiff's counsel Alvarez re: depositions of Suzanne Crawford, Christopher Crawford, and Jeffrey Katz.	LHR	0.20
12/19/17	Receipt and review of email response from Plaintiff's counsel Alvarez re: depositions of Suzanne Crawford, Christopher Crawford, and Jeffrey Katz.	LHR	0.20
12/19/17	Preparation of e-mail to Suzanne Crawford's counsel Harriett Lewis and Christopher Crawford re: depositions of Suzanne and Christopher Crawford in North Carolina.	LHR	0.20
12/19/17	Receipt and review of email response from Suzanne Crawford's counsel Harriett Lewis re: deposition of Suzanne Crawford in North Carolina.	LHR	0.20
12/19/17	Receipt and review of e-mail from Suzanne Crawford re: her deposition.	LHR	0.10
12/19/17	Receipt and review of e-mail from Adrian Alvarez, counsel for Plaintiff, re: hearing on Defendant's Motion to Overrule Objections and Compel Better Responses to Defendant, City of Boynton Beach's Request for Admissions.	JHL	0.20
12/20/17	Preparation of e-mail to City Paralegal Lynn Swanson re: continued deposition of Chief Katz.	LHR	0.10
12/20/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: continued deposition of Chief Katz.	LHR	0.10
12/21/17	Preparation of e-mail to Adrian Alvarez, counsel for Plaintiff, re: hearing on Defendant's Motion to Overrule Objections and Compel Better Responses to Defendant, City of Boynton Beach's Request for Admissions.	JHL	0.20
12/22/17	Receipt and review of e-mail from Tracey DeCarlo, City, re: hearing on Defendant's Motion to Overrule Objections and Compel Better Responses to Defendant, City of Boynton Beach's Request for Admissions.	JHL	0.20
12/22/17	Preparation of email response to Tracey DeCarlo, City, re: hearing on Defendant's Motion to Overrule Objections and Compel Better Responses to Defendant, City of Boynton Beach's Request for Admissions.	JHL	0.20

Client: City of Boynton Beach  
Matter: 15414 - Broberg v. Boynton Beach et al.

January 8, 2018  
Page 4

### PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/27/17	Telephone conference with US Attorney Steve Petrie re: status and complications of recorded statements.	LHR	0.30
12/29/17	Receipt and review of records pertaining to Plaintiff, Leif Broberg, received from Seminole Tribe of Florida Police Department, pursuant to public records request. (28 pgs)	LHR	0.50

### PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	2.00	165.00	330.00
JHL	Jordan H. Lewis, Associate	1.30	140.00	182.00
LHR	Lyman H. Reynolds, Jr., Partner	6.00	165.00	990.00
RKD	Rebecca K. Davis, Paralegal	0.70	80.00	56.00
<b>Total Professional Services</b>		<b>10.00</b>		<b>\$1,558.00</b>

### CURRENT BILL TOTAL AMOUNT DUE

\$ 1,558.00

Balance Forward:

2,337.00

Payments & Adjustments:

-2,337.00

**Total Due:**

\$ 1,558.00

# ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101

West Palm Beach, Florida 33409

Telephone (561)688-6560

Tax ID No. 65-0004867

City of Boynton Beach  
Attn: claims@bbfl.us  
P.O. Box 310  
Boynton Beach, FL 33425-0310

December 20, 2017  
Bill No. 39683

CLIENT: City of Boynton Beach  
MATTER: Kimsey v. Boynton Beach & Brooks

032  
12364

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 11/30/17

## PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/08/17	Communicate/Other Counsel correspondence to Plaintiff's counsel Charles Thomas regarding Plaintiff's overdue discovery responses and lack of receipt by Plaintiff's counsel due to storm.	SAK	0.20
11/09/17	Communicate/Other Counsel correspondence from Plaintiff's counsel, Charles Thomas, regarding late receipt of discovery due to storm and adjustment of due date.	SAK	0.10
11/21/17	Multiple communications with Vincent Brooks re: upcoming pre-deposition meeting.	DPC	0.20
11/22/17	Review/Analyze file to determine relevant documents in support of pre-deposition meeting with Off Vincent Brooks on 11/27/17.	KLR	0.90
11/26/17	Preparation for pre-deposition meeting with retired Officer Vincent Brooks, including but not limited to review of deposition transcript of Ms. Kimsey, Police Report, Supervisor's Report and photographs.	DPC	1.20
11/27/17	Attendance at pre-deposition meeting with retired Officer Vincent Brooks here at our office (no travel time billed).	DPC	0.90

## PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
DPC	Danna P. Clement, Partner	2.30	165.00	379.50
KLR	Kathryn L. Reeves, Paralegal	0.90	80.00	72.00
SAK	Scott A. Kantor, Associate	0.30	140.00	42.00
	<b>Total Professional Services</b>	<b>3.50</b>		<b>\$493.50</b>



Client: City of Boynton Beach  
Matter: 12364 - Kimsey v. Boynton Beach & Brooks

December 20, 2017  
Page 2

SUB TOTAL	\$	<u>493.50</u>
Prepaid Funds Applied		-145.50
Prepaid Funds Remaining: \$475.00		
<b>CURRENT BILL TOTAL AMOUNT DUE</b>	<b>\$</b>	<b><u>348.00</u></b>
Balance Forward:		541.00
Payments & Adjustments:		-541.00
<b>Total Due:</b>	<b>\$</b>	<b><u>348.00</u></b>

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Tax ID No. 65-0004867

City of Boynton Beach  
Attn: claims@bbfl.us  
P.O. Box 310  
Boynton Beach, FL 33425-0310

December 20, 2017  
Bill No. 39682

CLIENT: City of Boynton Beach  
MATTER: Andrews v. Haugh et al.

032  
12152

Claim # N/A

BILL FOR FEES AND COSTS THROUGH 11/30/17

## PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/01/17	Drafting of Correspondence to Julie Oldbury regarding Plaintiffs Supplemental Production Response.	DPC	0.30
11/03/17	Draft/Revise Officer Vincent Haugh's disclosure of trial exhibit list.	DPC	0.90
11/03/17	Review/Analyze of file to be sure all fact witnesses are listed for trial disclosure due 11/7/17.	KLR	1.20
11/03/17	Review/Analyze of file to be sure all trial exhibits are listed on disclosure due 11/7/17.	KLR	1.10
11/07/17	Draft/Revise Defendant's disclosure of fact and expert witness list for trial.	DPC	0.80
11/08/17	Draft/Revise Notice of production from Non Party directed to Palm Beach Urgent Care, Kindred Hospital, Aberdeen Physical Therapy, Progressive Insurance and Bethesda Hospital for Spencer Andrews.	DPC	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Palm Beach Urgent Care for Spencer Andrews.	KLR	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Kindred Hospital for Spencer Andrews.	KLR	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Aberdeen Physical Therapy Fitness for Spencer Andrews.	KLR	0.20

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Services</b>	<b>Attorney</b>	<b>Hours</b>
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Progressive Insurance Agency, Inc. for Spencer Andrews.	KLR	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Bethesda Hospital for Spencer Andrews.	KLR	0.20
11/08/17	Draft/Revise Notice of Production from Non Party directed to Bethesda Hospital for Brandon Andrews.	DPC	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Bethesda Hospital for Brandon Andrews.	KLR	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Bethesda Hospital for Christopher Andrews.	KLR	0.20
11/08/17	Draft/Revise Notice of Production from Non Party directed to Bethesda Hospital and Dr. Nachi Oko for Christopher Andrews.	DPC	0.20
11/08/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Dr. Nachi Oko for Christopher Andrews.	KLR	0.20
11/13/17	Review/Analyze of file to determine relevant documents in support of update depositions of Brandon, Christopher, and Spencer Andrews on 11/17/17.	KLR	0.90
11/14/17	Communicate/Other External Correspondence to Palm Beach County Clerk of Courts regarding our Public Records Request for Spencer Andrews.	DPC	0.20
11/14/17	Communicate/Other External Correspondence to Palm Beach County Clerk of Courts regarding our Public Records Request for Christopher Andrews	DPC	0.20
11/15/17	Communicate/Other External Correspondence to Palm Beach County Clerk of Courts regarding our Public Records Request for Brandon Andrews.	DPC	0.20
11/17/17	Review/Analyze case file including depositions and responses to discovery in preparation of Defendant's updated depositions of all three Plaintiffs.	AMP	2.60
11/17/17	Appear For/Attend depositions of all three Plaintiffs in West Palm Beach, FL. (no travel time billed).	AMP	2.50
11/27/17	Draft/Revise Notice of Production from Non-Party directed to Dr. Michael Burke.	DPC	0.20
11/27/17	Draft/Revise Subpoena for Records and Statement of Assurance directed to Dr. Michael Burke.	KLR	0.20
11/27/17	Communicate/Other External Telephone conference with the Palm Beach County Clerk of Courts regarding the check for records.	KLR	0.20
11/27/17	Draft/Revise Notice for Production from Non-Party directed to Dr. Nachi Oko.	DPC	0.20
11/27/17	Draft/Revise Subpoena for records and Statement of Assurance directed to Dr. Nachi Oko.	KLR	0.20

Client: City of Boynton Beach  
Matter: 12152 - Andrews v. Haugh et al.

December 20, 2017  
Page 3

### PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/29/17	Draft/Revise Expert request to produce to Plaintiffs.	DPC	0.70
11/29/17	Draft/Revise Experts interrogatories to Plaintiffs.	DPC	0.60
11/29/17	Multiple communications with Kevin Anderson re: requesting UMC hearing on Plaintiff's Motion for Leave to Amend Complaint for Punitive Damages claim and advising we will not agree to same as it must be specially set.	DPC	0.40

### PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AMP	Aaron M. Papero, Associate	5.10	140.00	714.00
DPC	Danna P. Clement, Partner	5.30	165.00	874.50
KLR	Kathryn L. Reeves, Paralegal	5.40	80.00	432.00
	<b>Total Professional Services</b>	<b>15.80</b>		<b>\$2,020.50</b>

### DISBURSEMENTS

Date	Description	Amount
11/16/17	Deposition Transcripts #1177 Depo Vincent Haugh re: Andrews - Helen Daeder's Reporting	-233.20
11/16/17	Deposition Transcripts #1177 Depo Vincent Haugh re: Andrews - Helen Daeder's Reporting	233.20
11/22/17	Outside Printing copies, re: Andrews - Sharon R. Bock, Clerk and Comptroller	4.00
	Photocopies thru 11/30/17	10.80
	<b>Total Disbursements</b>	<b>\$14.80</b>

### CURRENT BILL TOTAL AMOUNT DUE

\$ 2,035.30

Balance Forward:

6,295.20

Payments & Adjustments:

-6,295.20

**Total Due:**

\$ 2,035.30



# ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

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West Palm Beach, Florida 33409

Telephone (561)688-6560  
Tax ID No. 65-0004867

City of Boynton Beach  
Attn: claims@bbfl.us  
P.O. Box 310  
Boynton Beach, FL 33425-0310

December 13, 2017  
Bill No. 39456

CLIENT: City of Boynton Beach  
MATTER: Broberg v. Boynton Beach et al.

032  
15414

Claim #001470-000390-EP-01

BILL FOR FEES AND COSTS THROUGH 11/30/17

## PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/01/17	Receipt and review of news article from Palm Beach Post concerning opening day of criminal trial for officers.	LHR	0.30
11/01/17	Correspondence to City Risk Manager Julie Oldbury re: article on start of criminal trial.	LHR	0.20
11/02/17	Receipt and review of news article from Palm Beach Post concerning prosecution not calling Mr. Braswell as witness in case against officers.	LHR	0.30
11/02/17	Correspondence to City Risk Manager Julie Oldbury re: news article concerning prosecution not calling Mr. Braswell as witness in case against officers.	LHR	0.20
11/02/17	Attendance at hearing on Defendant City's Motion to Strike Plaintiff's Reply to Defendant's Affirmative Defenses before Judge Garrison at the Palm Beach County Courthouse in West Palm Beach, FL.	LHR	2.50
11/02/17	Receipt and review of e-mail from Suzanne Crawford re: depositions of her husband Christopher and herself, and requesting to coordinate same through her prior counsel for this case, Harriett Lewis.	LHR	0.20
11/02/17	Preparation of email response to Suzanne Crawford re: depositions of her husband Christopher and herself and acknowledging her request to coordinate same through her prior counsel for this case, Harriett Lewis, and will so comply.	LHR	0.20
11/03/17	Receipt and review of Court's executed Order on Defendant's Motion to Strike Plaintiff's Reply to Defendant's Affirmative Defenses.	LHR	0.20
11/03/17	Correspondence to claims adjuster Julie Oldbury re: outcome of hearing on Defendant's Motion to Strike Plaintiff's Reply to Defendant's Affirmative Defenses and Court's Order on same.	LHR	0.30

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Services</b>	<b>Attorney</b>	<b>Hours</b>
11/03/17	Receipt and review of news article from Palm Beach Post concerning testimony of Sgt. Aiken.	LHR	0.30
11/04/17	Correspondence to City Risk Manager Julie Oldbury re: news article from Palm Beach Post concerning testimony of Sgt. Aiken.	LHR	0.20
11/04/17	Receipt and review of news article from Palm Beach Post concerning Defendant officers likely not testify in criminal case.	LHR	0.30
11/04/17	Preparation of e-mail to Harriett Lewis, Esq., prior counsel for Crawford, re: depositions of Suzanne and Christopher Crawford.	LHR	0.20
11/04/17	Receipt and review of email response from Harriett Lewis, counsel for Suzanne Crawford, re: depositions of Suzanne and Christopher Crawford and need for same to be conducted in Asheville, NC.	LHR	0.20
11/06/17	Correspondence to City Risk Manager Julie Oldbury re: news article from Palm Beach Post concerning Defendant officers likely not testify in criminal case.	LHR	0.20
11/06/17	Preparation of e-mail to Harriett Lewis, counsel for Suzanne Crawford, re: depositions of Suzanne and Christopher Crawford in Asheville, NC.	LHR	0.20
11/07/17	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: depositions of Suzanne and Christopher Crawford.	LHR	0.20
11/08/17	Receipt and review of news article from Palm Beach Post re: Boynton Officers not testifying and case going to jury today.	LHR	0.30
11/08/17	Correspondence to City Risk Manager Julie Oldbury re: news article from Palm Beach Post re: Boynton Officers not testifying and case going to jury today.	LHR	0.20
11/09/17	Receipt and review of News article from the Palm Beach Post re: Jury deliberating Boynton police excessive force case.	LHR	0.30
11/09/17	Correspondence to Julie Oldbury, City, re: News article from the Palm Beach Post re: Jury deliberating Boynton police excessive force case.	LHR	0.30
11/09/17	Receipt and review of e-mail from Harriett Lewis, counsel for former City employees Suzanne and Christopher Crawford.	LHR	0.20
11/10/17	Receipt and review of News article from Palm Beach Post re: Jurors find Boynton cop guilty in beating.	LHR	0.30
11/10/17	Correspondence to Julie Oldbury, City, re: News article from Palm Beach Post re: Jurors find Boynton cop guilty in beating.	LHR	0.30
11/10/17	Receipt and review of e-mail from Christine O'Brien, claims representative, re: news articles from Palm Beach Post.	LHR	0.20
11/10/17	Preparation of email response to Christine O'Brien, claims representative, re: news articles from Palm Beach Post.	LHR	0.20

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Services</b>	<b>Attorney</b>	<b>Hours</b>
11/13/17	Telephone conference with US Attorney Stephen Petrie re: status of requested tapes from the FBI now that initial criminal cases have concluded.	LHR	0.40
11/14/17	Receipt and review of correspondence from FBI re: status of documents pertaining to Plaintiff, Leif Broberg, pursuant to subpoena for records.	LHR	0.40
11/14/17	Receipt and review of news article from Palm Beach Post concerning start of criminal trial for Sgt. Antico.	LHR	0.30
11/15/17	Correspondence to City Risk Manager Julie Oldbury re: news article from Palm Beach Post concerning start of criminal trial for Sgt. Antico.	LHR	0.20
11/15/17	Receipt and review of news article from Palm Beach Post concerning status of criminal trial and beginning of jury deliberations.	LHR	0.30
11/16/17	Receipt and review of news article from Palm Beach Post concerning jury reaching verdict in 2 of 3 charges against Antico.	LHR	0.30
11/16/17	Receipt and review of news article from Palm Beach Post concerning Sgt. Antico being found guilty of obstruction of justice.	LHR	0.30
11/17/17	Correspondence to City Risk Manager Julie Oldbury re: two news articles concerning criminal trial of Sgt. Antico.	LHR	0.20
11/20/17	Correspondence to City Risk Manager Julie Oldbury re: article concerning Sgt. Antico being found guilty of obstruction of justice.	LHR	0.20
11/21/17	Receipt and review of news article from Palm Beach Post concerning Chief Katz retiring from Boynton and taking position with Chesterfield County, VA.	LHR	0.30
11/22/17	Correspondence to City Risk Manager Julie Oldbury re: retirement of Boynton Beach Police Chief Katz.	LHR	0.20
11/28/17	Correspondence to Julie Oldbury, City, re: Defendant, City of Boynton Beach's Motion to Overrule Objections and Compel Better Responses to Defendant's Request for Admissions.	AGA	0.30
11/28/17	Correspondence to Ricardo Reyes, counsel for Plaintiff, re: Defendant, City of Boynton Beach's Motion to Overrule Objections and Compel Better Responses to Defendant's Request for Admissions.	AGA	0.30
11/29/17	Receipt and review of e-mail from excess carrier Christine O'Brien re: her questions concerning impact of Brown & Antico's conviction on City's exposure in case.	LHR	0.20
11/29/17	Preparation of email response to claims adjuster Christine O'Brien re: input and analysis concerning impact of Antico & Brown convictions on case as well as retirement of Chief Katz & impact on case, and discussions as to defense strategy.	LHR	0.60

Client: City of Boynton Beach  
 Matter: 15414 - Broberg v. Boynton Beach et al.

December 13, 2017  
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### PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/30/17	Receipt and review of e-mail from excess carrier Christine O'Brien re: further discussing valuation of case and defense strategy.	LHR	0.20
11/30/17	Preparation of email response to excess carrier Christine O'Brien re: further discussing valuation of case and defense strategy including handling of witnesses Katz, Crawford & Crawford, who have all retired, and potential mediation after the new year.	LHR	0.20
11/30/17	Receipt and review of second e-mail from excess carrier Christine O'Brien re: agreements with defense strategy and potential mediation after the new year.	LHR	0.20

### PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	0.60	165.00	99.00
LHR	Lyman H. Reynolds, Jr., Partner	13.00	165.00	2,145.00
	<b>Total Professional Services</b>	<b>13.60</b>		<b>\$2,244.00</b>

### DISBURSEMENTS

Date	Description	Amount
11/02/17	Court Reporter #173917: Proceedings taken but not transcribed before Judge Garrison, 11/2/17. - Florida Court Reporting	90.00
11/16/17	Costs Advanced WPB: attend hearing, Def's M/Strike Plf's Reply to Affirmative Defenses. Parking. - Lyman H. Reynolds, Jr.	3.00
	<b>Total Disbursements</b>	<b>\$93.00</b>

<b>CURRENT BILL TOTAL AMOUNT DUE</b>	<b>\$ 2,337.00</b>
Balance Forward:	2,164.80
Payments & Adjustments:	-2,164.80
<b>Total Due:</b>	<b>\$ 2,337.00</b>



# ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101

West Palm Beach, Florida 33409

Telephone (561)688-6560

Tax ID No. 65-0004867

City of Boynton Beach  
Attn: claims@bbfl.us  
P.O. Box 310  
Boynton Beach, FL 33425-0310

December 13, 2017  
Bill No. 39455

CLIENT: City of Boynton Beach  
MATTER: Boynton Old School v. Boynton Beach

032  
13214

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 11/30/17

## PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/27/17	Review of briefs and law in preparation for oral argument on appeal by BOSP.	GPR1	3.20
11/27/17	Telephone conference with Mike Cirullo re: oral argument and recent decision of Fourth on governmental liability.	GPR1	0.30
11/27/17	Telephone conference with City Attorney Mike Cirullo re: recent decision by the 4th DCA which may have impact on case.	LHR	0.30
11/28/17	Preparation for and attend oral argument at Fourth District Court of Appeal in West Palm Beach, FL	GPR1	3.50
11/29/17	Correspondence to City Risk Manager Julie Oldbury re: outcome of Oral Argument before 4th DCA.	GPR1	0.40

## PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
GPR1	George P. Roberts, Jr., Of Counsel	7.40	165.00	1,221.00
LHR	Lyman H. Reynolds, Jr., Partner	0.30	165.00	49.50
	<b>Total Professional Services</b>	<b>7.70</b>		<b>\$1,270.50</b>

Client: City of Boynton Beach  
Matter: 13214 - Boynton Old School v. Boynton Beach

December 13, 2017  
Page 2

**CURRENT BILL TOTAL AMOUNT DUE**

**\$ 1,270.50**

Balance Forward:

359.70

Payments & Adjustments:

-359.70

**Total Due:**

**\$ 1,270.50**



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Approve the minutes from the Regular City Commission meetings held on December 19, 2017 and January 2, 2018.

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**EXPLANATION OF REQUEST:**

The City Commission met on December 19, 2017 and January 2, 2018 and minutes were prepared from the notes taken at the meetings. 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:** Do not approve the minutes

**STRATEGIC PLAN:** Building Wealth in the Community

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Minutes	Minutes 12-19-17
<input type="checkbox"/> Minutes	Minutes 01-02-18

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY  
DECEMBER 19, 2017, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL  
100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA**

---

**PRESENT:**

Steven B. Grant, Mayor  
Justin Katz, Vice Mayor  
Mack McCray, Commissioner  
Christina Romelus, Commissioner  
Joe Casello, Commissioner

Lori LaVerriere, City Manager  
Jim 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

Commissioner McCray gave the invocation

Pledge of Allegiance to the Flag led by Commissioner Romelus

Commissioner Romelus led the Pledge of Allegiance to the Flag.

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Vice Mayor Katz requested to remove item 5 .D, and added an item to Future Agenda for discussion about the Certificate of Cooperation with the Federal government.

Mayor Grant moved item 5. B, before Public Audience, and added item to New Business F regarding the CRA and the Florida Housing Finance Corporation.

2. Adoption



## **Motion**

Commissioner McCray moved to approve as amended. Vice Mayor Katz seconded the motion.

## **Vote**

The motion unanimously passed.

## **2. OTHER**

### **A. Informational items by Members of the City Commission**

Commissioner Casello wished everyone a Merry Christmas, Happy Holiday, a Happy Healthy and Prosperous New Year. Indicated he met with Bradley Miller of Miller Land Planning.

Commissioner Romelus noted she met with Bradley Miller, of Miller Land Planning. Wished everyone a Merry Christmas and a Happy New Year.

Mayor Grant wished everyone a Happy Holiday and a wonderful New Year. Attended the screening of "On the Town" which aired on WXEL - South Florida PBS and WPBT2 South Florida PBS Dec. 23 and Dec. 24; on WXEL at 5:30 p.m. and on WPBT2 at 7:30 p.m. Mayor Grant attended the Finnish Centennial and the Business Development Bureau "Arts means Business". Attended WGI breakfast, met with First Street Foundation. Attended a ceremony at Cross Point and the Boynton Beach Chamber of Commerce luncheon at Benvenuto Restaurant. Also attended the Public Works luncheon and the PBA luncheon. On Dec 14, Mayor Grant attended the (TPA) Transportation Planning Agency meeting, moving towards not just widening roads but making it multi modal. Attended the NAMI (National Alliance for Mental Illness), Boynton Intracoast Group luncheon, had a meeting with Hack Lab. Met with the Church of Latter Day Saints. Attended the retirement of Chief Sergio Sandoval. He attempted to attend the Quantum Board Property Owners Association meeting; he showed up at 7:10 pm but the meeting was over. Stopped by the Boynton Beach High School to watch basketball, but they were not there, but the soccer team was. On December 18 met with Bradly Miller regarding Eden Ridge, lighting the Boynton Beach menorah in the mall for the 23<sup>rd</sup> annual menorah lighting. Met with Jay Boggess, Principal at South Tech High School.

Commissioner McCray met with Bradley Miller. Attended the ribbon cutting for The Orchard store. Attended the Chamber of Commerce luncheon. Wished everyone Merry Christmas and Happy Holiday.

Vice Mayor Katz met with Bradley Miller. Wished everyone a Happy Holiday.

### **3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS**

- A. City offices will be closed on Friday, December 22nd and Monday, December 25th in observance of the Christmas holiday. City offices will also be closed on Monday, January 1, 2018 in observance of New Year's Day.

Mayor Grant announced the closing of City Hall for the above dates.

- B. Announcement that Boynton Beach is featured on "Our Town", a South Florida PBS television show..

Mayor Grant announced the City of Boynton Beach was being featured on "Our Town" a South Florida PBS television show.

- C. Recognition of Boynton Beach Police Chief Jeffrey Katz for nearly 20 years of dedicated service to the City of Boynton Beach by the City Commission.

Mayor Grant recognized Police Chief Jeffrey Katz for nearly 20 years of dedicated service to the City of Boynton Beach.

Chief Katz stated next to being a father and husband, serving the residents of the City of Boynton Beach in the capacity of Police Officer to Police Chief was the best thing to happen in his life. He said the past 19 years had been an honor. He was grateful for so many people, from the staff to the residents of Boynton Beach. Chief Katz stated the definition of a hero was someone who put others before themselves; in so many respects he sees this day end and day out, both in Law Enforcement and the Fire Services. He said beyond a doubt Lori LaVerriere, City Manager has been the best boss he has ever had; she has supported him and the Commission. He was thankful for Jim Cherof for his wise counsel. He has been surrounded by a great team.

Commissioner McCray noted it was a pleasure working with the Chief.

- D. Present an Award of Appreciation to Mr. Steven Waldman for 19 years of dedicated volunteer service to the City of Boynton Beach.

Mayor Grant presented the appreciation award to Mr. Steven Waldman for 19 years of dedicated service to the City of Boynton Beach.

Mr. Waldman noted as a former teacher he always had something to say. He thanked all of the Commissioners and the people of the City of Boynton Beach.

Commissioner McCray thanked Mr. Waldman for his many years of service.

Commissioner Casello said he has admired Mr. Waldman from afar. He has made a difference in so many lives, he should be proud of those accomplishments.

- E. Present a Certificate of Achievement from Mayor Grant to Padmashwarie (Padma) Jadunandau, a recent Career Online High School (COHS) Graduate. Padma was awarded a COHS Scholarship from Library staff in November 2016. Padma graduated within 11 months with a 4.0 grade point average.

Mayor Grant presented a Certificate of Achievement to Padmashwarie Jadunandau.

Padmashwarie Jadunandau wanted to thank Jeannie Taylor from the Library and the City of Boynton Beach for the opportunity to be granted a diploma.

Jeannie Taylor, City of Boynton Beach Librarian, remarked the Library enjoyed helping Padma in her lifelong learning experience and goal. Ms. Taylor noted the Library has five scholarships available to City residents at least 19 years of age and having a library card.

Commissioner Romelus indicated this was a very successful program. This program allows residents to earn their high school diploma. She thanked the Library staff for implementing this program.

- F. Presentation of the awards to the Annual Holiday Parade Award participants that were recognized for their outstanding performance, presented by Mary DeGraffenreidt, Program & Events Manager.

Wally Mayors, Parks and Recreation Director, recognized Mary Degraffenreidt, Program and Events Manager and Stephanie Soplop Recreation and Assessment Specialist. These two staff were the leads in planning the Annual Holiday Parade event. The Recreation Department was recognizing four categories:

- Best Marching Unit – Diamond and Pearls dancing units.
- Best Performance by a Marching Band - Galaxy E3 Drum line, Dynamic Marching Band.
- Most Creative – Little Ms. America, Alicia Thomas
- Most Outstanding Float- Southern Custom Iron and Art.

Commissioner McCray thanked everyone for a job well done.

**Item moved from 5.B.**

- B. Discuss and approve the City of Boynton Beach Legislative Priority List for the 2018 State of Florida Legislative Session - Mat Forrest

**Mathew Forrest**, Ballard Partners, lobbyist, explained there were more than 1000 General Bills filed. The Legislature meets from January 9, 2018 to March 9, 2018.

He indicated there were some unfunded mandates imposed on local governments which would be opposed through the legislative or budget process. There were some preemptions regarding the vacation rentals, and the CRA's. There was legislation regarding impact fees for developments and how and when they can be used and how they are collected. The Red Light Camera was set to be repealed. There was a Bill regarding tree trimming on private property. Senator Mayfield introduced a Bill which would allow Cities to regulate smoking in parks. The economic projections are showing a very small surplus. He explained multiple hurricanes have hit the state in the past year. There are 1210 projects being pushed in the state legislator totaling \$1.9B. The City of Boynton Beach has 3 projects. HB 3187 Mangrove Park Water Quality and Access Improvement by Representative Jacquet and Senator Rader. HB 3863 Alternative Reclaimed Water Supply Project by Representative Slosberg and Senator Rader. HB 2895 Boynton Beach Fuel Cell Power Generation by Representative Jacquet and Senator Powell. As the process goes he advised to stay engaged.

Commissioner Romelus wanted to commend Mr. Forrest for the work he was doing in Tallahassee for the City of Boynton Beach.

Mayor Grant inquired about the Constitution Revision Commission.

Mr. Forrest explained every 20 years the State of Florida has a Constitution revision Commission appointed. The Commission has about 30 plus members. He indicated it was much like a legislation body they hear ideas and proposals for amendments that will go on the November 2018 ballot. If approved by 60% of voters these amendments are incorporated into the Constitution. He noted some of those have dynamic impact to local government, others do not. Mr. Forrest indicated there are about 70 to 100 proposals.

Commissioner McCray thanked Mr. Forrest for his many years of service. Noted Representative Slosberg presented a bill on texting and driving. The City of Boynton Beach sent a resolution. He wanted Mr. Forrest to know the City was in support of the Bill.

Vice Mayor Katz looked forward to being in Tallahassee in January 2018.

#### **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)**

Mayor Grant opened public audience.

Representatives of Palm Beach County Film and TV Commission informed everyone the City of Boynton was featured in "On the Town in the Palm Beaches". This was a



show to highlight the many different areas in Boynton Beach. Thanked the City of Boynton Beach for allowing them to showcase the area.

Clifford L. Bell, MLK Quick Stop, indicated MLK Quick Stop was not a bad store. The police would come in and do what they wanted without permission. He continued stating the Police Department does not pay attention to what was happening around the area. He spoke with Mr. Hayes regarding the Family Dollar store. He asked to look at call logs. They have stealing, overdoses, and all types of crime. When you have white and Spanish people around, they come looking for drugs like heroin. When the police have problems, they blame MLK Quick Stop. Police have never found drugs on MLK Quick Stop. MLK Quick Stop was not the drug problem. He said the guys that are selling the drugs are the problem; he cannot tell the people where to go. He does not allow anyone to sell drugs in or around the store. He has called Commissioner McCray because when a family was waiting on food the police told them that they had to leave. This was not right.

Commissioner McCray said he requested Mr. Bell to come tonight to present his issues to the Commission. He represents District II. Thanked Mr. Bell for attending the meeting. The Commission has heard what was said. Indicated it was now on record.

Minister Bernard Wright, CEO Bernard Wright Ministries, Real Talk Radio, was at the Commission meeting with the mother of Kunta Kinta. This has been a very sensitive issue. During the time the mother was burying her child some things have been reported from the Police Department. Especially from Captain Burdelski who said this was good for the community, and he was glad that this mother's son was dead. This community was infuriated of what was being reported by the Palm Beach Post. Minister Wright indicated there was an alleged killing and it has been said her son was a bad guy. Having her sons faces in the newspaper and making our community look like we are all criminals. He wanted to touch on the MLK store; nothing happens at the store. He indicated this was an isolated incident. He noted the Police Department was trying to glorify criminal activity.

Commissioner McCray asked the name of the officer. Minister Bernard Wright indicated the name of the police officer was Captain Burdelski

Gladys Riddick, mother of Kunta Kinta, noted her son was killed. She did not appreciate what Captain Burdelski said about her son. Her son did not deserve to die. Ms. Riddick stated if you don't know the answer to a question, you need to ask. She indicated Captain Burdelski said he was happy that her son was dead. She wants an apology. He was wrong for saying that about her son. As for the person who wrote those things in the newspaper, they need to get their facts straight. She indicated she wanted an apology from the Palm Beach Post.

Mayor Grant offered his condolences.

Dorcin Louisny, Growing Strong Ministry, thanked the City of Boynton Beach for providing support to the ministry. To show appreciation Growing Strong Ministry presented to Boynton Beach with a certificate of appreciation presented to Boynton Beach for your loyalty to the Community.

Alexandra Odette thanked the Commission for bringing the issue of Sanctuary City. It was disappointing how everything happened. Black Women have been the voice of decency in this county. History will know that Commissioner Romelus left a positive mark. She said people who did not stand up for the right thing will fall. When children go to school and have to fear going home to parents that may have been deported this was not right.

Mahti Mugilan Paguth Arivalan, 5102 Mahogany Drive, indicated he would like to bring up what happen at the last City meeting. Being a lone woman, Commissioner Romelus boldly stood up and explained what a Sanctuary City was. She still pursued and stood up for the people who were undocumented. The undocumented immigrants would be less likely to report crimes. Police officers are likely to be caught in the middle, between public worry about illegal immigrants and how to build trust. The last meeting revealed the lack of knowledge on the whole immigration issue. Vice Mayor Katz was exercising Trumpism when he was morally equating racist anti-immigrant with those who are protesting racists. It was a shame that he does not understand the 10<sup>th</sup> Amendment and was teaching school children. Mayor Grant, Commissioner McCray and Commissioner Casello have given in to the demands of white Supremists and their lack of understanding of the 10<sup>th</sup> Amendment. They also exhibit the stands on how they represent the community. He said by law a local city can become a Sanctuary City. He said very few people have spoken to their President but most have spoken with their Mayor or Commissioners.

Windy King, 1361 NW 91<sup>st</sup> Way, Coral Springs, wanted to thank the Commissioner for bringing this to the City, emotions was running high. Stated becoming a Sanctuary City does not mean the City would refuse to cooperate with Federal law. It does not mean the Commission is telling the police not to cooperate with Federal agents. Local police are not trained in immigration law. She would like to see a policy in place to protect the large number of people which has protected status. She said Palm Beach County Schools do not disclose children citizenship status.

Flavio Franco, 802 North C Street, commended Commissioner Romelus. She was discourage and ashamed of the anti- immigrant rhetoric. She indicated she works in Riviera Beach. Every single person that works with her was an immigrant. When speaking of a Sanctuary City they are talking about protecting us. What about the 12M that do not have the protected status.

Mary Law, 3481 South Seacrest Boulevard, inquired about a written opinion regarding fireworks. She said individuals need not set them off if the City would be having a firework display. Noted there was a Florida statute which stated fireworks could only be

use to scare the birds away. These businesses are making people lie to get fireworks. She lives near the Searcrest scrub. Ms. Law stated the fireworks begin a couple of day before and after holidays. The fireworks are set off until 2 to 3 o'clock in the morning. The people aim the fireworks at the Searcrest Scrub. The fireworks are aimed at her property. The next morning she goes on her roof and in her pool. She stated by allowing this one day a fire will be started. She has gone around her neighborhood to see if she could get the people to stop. She asked the police if they could stop it, she was told this was not allowed. She was told the Chief of Police said they could only tell the people to try and make it safe.

Mayor Grant noted he does not know what they can do as a City. This was preempted by the state, regarding their registration. His suggestion would be to get an attorney or research what can be done.

Ms. Law asked if we could stop the residents from using fireworks. Mayor Grant stated they can anywhere to purchase the fireworks. Ms. Law indicated the Police departments are being placed in harm's way. She would get a statement from the City. Mayor Grant stated no. Ms. Law stated the City is in violation of Florida Statutes.

Chris Montague, 222 West Ocean Avenue, offered an opinion. There was clearly a large amount of division within the City of Boynton Beach. There was need for a discussion. Perhaps a Sanctuary City or a special townhall meeting should be held. He was disappointed in the profanity spoken.

Dr. Piotr Blass 113 Tara Lakes Drive, supported Commissioner Romelus. He believes Haiti and U.S. will have a common market. Dr. Blass stated while this was very important he would like less stress. There are some other goals the City needed to address. For many years he has been working on the University of Boynton. He explained the City of Boynton Beach needs to lift education to a higher level. This City was very rich in other ways. It seems Lake Worth was stealing his ideals. He believes that the mall was dying and should be replaced by a huge building belonging to the City. He stated there would be no taxes in the City.

Alec Knowles Tylor speaking on behalf of Women's March, stated the mission of Women's March was to harness the political power of diverse women and their communities to create transformative social change. Women's March was a women-led movement providing intersectional education on a diverse range of issues and creating entry points for new grassroots activists & organizers to engage in their local communities through trainings, outreach programs and events. Women's March was committed to dismantling systems of oppression through nonviolent resistance and building inclusive structures guided by self-determination, dignity and respect. Their mission was to stand up. She was hoping the City would speak about Cindy Falco DiCarrodo. They have a lot of questions about Cindy Falco Dicarrodo. She was hoping the City could do a better job of appointing people which were going to have a lot of influence on the minority community.

Roma Young, 101 South Federal Highway, wanted to piggy back on what was said about Family Dollar. She saw a drug deal going down behind the Family Dollar store. She was a retired investigator from the State of New Jersey. She expected someone to arrest the guy.

Mayor Grant seeing no one else coming forward, closed Public Audience.

Mayor Grant answered the questions regarding vacancies. The City does not have a social media request. The applications are available online. The City of Boynton Beach has vacancies. No one else decided to volunteer.

Commissioner Romelus wanted to add, we as the Commission bear the responsibility to be more vigilant. The Commission has a duty to the public to protect them. She said when we have individuals who were blatantly violating those rights we need to do something. This was something that was very disturbing. We have a responsibility to look at these applicants that they do not propose a hazard to our City.

Commissioner Casello inquired how that can be done. How do we vet those people, do we get a background check. We take them at their word.

Mayor Grant said we could get their social media information.

Commissioner Casello stated we need to take them at their word. If we find out later, then the Commission could dismiss them.

## **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 Alts

Building Board of Adjustments & Appeals: 2 Regs and 2 Alts

Employee Pension Board: 2 Regs

Historic Resource Preservation Board: 1 Reg

Library Bd: 1 Alt

Planning and Development Bd: 1 Alt

Senior Advisory Bd: 1 Reg and 2 Alts

## **Motion**

Commissioner McCray moved to nominate Cathy McDeavitt to the Employee Pension Board (REG). Mayor Grant seconded the motion.



Vice Mayor Katz asked if they checked her social media account. Vice Mayor stated we cannot move forward since we have a motion on the floor. Until we develop a social media vetting process.

Mayor Grant stated Ms. McDeavitt, was a retired City of Boynton Beach employee. She has been part of the City for a long time.

Mayor Grant passed the gavel to Vice Mayor Katz.

Commissioner McCray said as long as this City has been in existence, everyone that has been on the board have been vetted. We have had one person that was a bad apple. Everyone who have come and served on the board are good people.

**Vote**

2-3 motion failed (*Commissioner Romelus, Commissioner Casello, and Vice Mayor Katz*)

**Motion**

Mayor Grant moved to nominate Michael Wilson to Historic Resource Preservation Board (REG). Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed

**Motion**

Commissioner Casello moved to table nomination for the Planning & Development Board.

**Vote**

The motion unanimously passed

**Motion**

Mayor Grant moved to nominate Lucas Vogel for the Planning & Development Board (REG) Commissioner McCray seconded the motion.

**Vote**

2-3 motion failed (*Commissioner Romelus, Commissioner Casello, and Vice Mayor Katz*)

## **Motion**

Commissioner McCray nominated Terry Iiams to the Senior Advisory Board (REG). Mayor Grant seconded the motion.

## **Vote**

2-3 motion failed (Commissioner Romelus, Commissioner Casello, and Vice Mayor Katz)

Commissioner McCray stated they hope they do not lose good qualified individuals. The citizens said they wanted unity. The City does not have volunteers now.

Mayor Grant stated that the people that are volunteering now have their resume for all to review.

- C. Discuss and approve the City of Boynton Beach Legislative Priority List for the 2018 State of Florida Legislative Session - Mat Forrest- **(Item moved before Public Audience)**
- D. Commissioner Romelus attended the Florida League of Cities 2017 Legislative Conference and wanted to update the Commission on information relating to Amendment 1 that was presented.

Commissioner Romelus showed a video. Stated this amendment will be on the ballot for November 2018. This was something that will impact the public. The majority would be losing. This would impact City of Boynton Beach budget.

Commissioner McCray indicated in his district some homeowners do not pay taxes.

- E. Commissioner Casello has requested this item be placed on the agenda for the Commission's discussion regarding advisory board member Cindy Falco-DiCorrado. Ms. Falco-DiCorrado currently serves as a board member on the CRA Advisory Board and the Arts Commission Board. **(Item removed from the agenda)**

## **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. R17-126** - Authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the School Board of Palm Beach County for the mutual use of recreation facilities.

- B. **PROPOSED RESOLUTION NO. R17-127** - Amend the FY 2017-2018 budget which will adjust budgeted appropriations and revenue sources and provide spending authority for prior year Capital Improvement Projects (CIP) Purchase Orders and approved projects that need to be rolled into the current fiscal year.
- C. Accept the written report to the Commission for purchases over \$10,000 for the month of November 2017.
- D. Legal Expenses - November 2017 - Information at the request of the City Commission. No action required.

Mayor Grant asked for a motion.

**Motion**

Commissioner McCray moved to approve the Consent Agenda. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**7. BIDS AND PURCHASES OVER \$100,000**

- A. Approve the purchase of new and replacement vehicles as approved in the FY2017/2018 budget in the estimated amount of \$1,729,507.31 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA17-VEH25.0 and Florida Sheriff's Association Contract #FSA17-VEH15.0.

Mayor Grant asked for a motion.

**Motion**

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

- B. Approve utilizing the City of West Palm Beach Supplemental Staff Agreement with U.S. Water Services Corporation (ITB 16-17-119) for water and wastewater operation and management services thru September 30, 2018 for an amount not to exceed \$175,000. The West Palm Beach procurement process satisfies the City's competitive bid requirements.

Mayor Grant asked for a motion.

**Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

C. Approve the purchase of new and replacement vehicles as approved in the FY2016/2017 budget in the estimated amount of \$504,472.45 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA16-VEL24.0, FSA16-VEH14.0, Florida State Contract #21100000-15- 1 & NJPA Contract #112014-THC.

Mayor Grant asked for a motion.

**Motion**

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**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. 17-037- FIRST READING** - Approve Eden Ridge Rezoning (REZN 18-001) from R-1-AA Single-Family Residential District to R-1-A Single-Family Residential District. Applicant: Aldo Kosuch of Eden Ridge, LLC.

Attorney Cherof read Proposed Ordinance No. 17-037 by title only on First Reading.

Attorney Cherof swore in all who would testify.

Bradly Miller, Miller Land Planning, 508 E. Boynton Beach Boulevard. indicated this was a rezoning application. Changing the zoning designation from R-1-AA to R-1-A.



This was a 2.4 acre property near the south end of the City. The land was located on the east side of Seacrest Boulevard. Some of the surrounding uses of the property was St. Joseph School, to the north and the east was the Palm Beach Scrub area bound to the property on the east and west side. There was a 2.3 acre property owned by Mary Law. The area to the south was residential where the majority was zoned R-1-A. Rezoning would allow the client to subdivide the property. It would also provide smaller home sites which are more in line with the market. Mr. Miller showed the zoning map from 1973. He showed a zoned R-1-A property. The reason this property was zoned differently was because of the lot size. These were larger tracts of land that were purchased by Palm Beach County in 1980. There has not been much activity to develop property in this area.

Mr. Miller said the City has annexed a couple of PUD's. The area has remained the same since 1976. The client has a right to build seven homes on the site. These lots are 84 feet wide. Mr. Miller indicated rezoning to R-1-A would increase the number of units by one lot. He said it also reduces the size of the lot to 73 feet for those eight lots. This would be a great addition to the south end of the County. Mr. Miller stated the application proposed to change the R-1-AA to R-1-A.

Mr. Miller indicated there was no recommendation from the Planning and Development Board. There were some things that were said that was a little disconcerting. There was some gopher tortoise which was found in the area. His client fully intends to relocate the gopher tortoise. The clients are animal lovers, and do not want to violate the law from the Florida Fish and Wildlife Commission. He indicated there were 24 active burrows; the actual number of gopher tortoises was unknown. He stated this property was a privately owned property; it was not part of the scrub. This was a good plan more in line with the R-1-A zoned district.

Mr. Miller stated his client recognizes there was an environmental concern. He was committed to comply with the Fish and Wildlife Commission in relocating the tortoises. His client would also provide a fence and a hedge along the property edge. There was an existing fence which runs along the north and the east part of the site which was part of the scrub area. This fence was placed by Palm Beach County. He indicated during construction there will be fencing around the area to control the construction activity. There was concern of burning activity. The City Fire rescue asked if his client would entertain a control burn. They are committed to not doing a controlled burn. Mr. Miller said to show his clients commitment; asked if there was a mechanism through the permitting process to contribute another \$1000 per lot through the Parks and Recreation impact fee process to help address those environmental concerns.

Commissioner Casello inquired why was it zoned R-1-AA and everything below that was R-1-A. Mr. Miller stated the zoning map from 1976 provided the answer. Where the lot size below the line did not comply with the R-1-A. Those two lots were 2.4 acre. They were joined in with the R-1-AA.

Commissioner Casello asked if it was going to decrease the size of the lot. This would add one extra single family homes. Mr. Miller replied yes. The homes would be on a smaller lot.

Vice Mayor Katz stated if the Commission denied the application, the result would be the one extra home would not be built.

Commissioner McCray asked how many letters was sent out. Mr. Miller noted there were letters sent out within 400 feet, and there was a sign posted on the property. He stated he did not have the number of letters sent out.

Andrew Mack, Director of Development, indicated by looking at the map it, he could assume about 150 letters were sent out. He stated he did not have the list.

Commissioner Romelus asked if his client would add a barrier in addition to what has been provided by the County. This would prevent animals from leaving the Scrub and coming on to the developed property.

Mr. Miller stated that was something that he was sure could be done. He would need to go through the permitting process. If it helps to place a fence next to the existing fence, they were willing to accommodate the City.

Commissioner Romelus inquired if it was adequate enough fencing to prevent the animals from burrowing into the property. Mr. Miller indicated he does not know if that fence goes into the ground. He would entertain putting in a fence; he does not want to jeopardize the Fish and Wildlife Commission.

Commissioner Romelus was not aware of what the Fish and Wildlife would do. Mr. Miller said his client would comply with any requirements of the Florida Fish and Wildlife. Commissioner McCray stated this was not the first time gopher tortoise needed to be removed within the City of Boynton Beach.

Mayor Grant asked what was the difference in cost between the seven buildings versus the eight buildings.

Mr. Miller said the construction cost of the development itself would be the same; it would be the construction cost of developing one more home.

Attorney Cherof swore in additional members of the public.

Aldo Kosuch , 702 SW 35 Avenue, applicant, stated the overall cost would be similar. The idea would be to build a little bit smaller. He wanted a nice looking property.

Mayor Grant asked if he was willing to limit to only eight homes. Mr. Miller indicated he was committed to keep it at 8 homes, whether it would be 71 or 73 lot size.

Mayor Grant indicated his client was giving an additional \$1000 to Parks and Recreation Department. Mr. Miller stated he does not know if there was an environmental component to this.

Mayor Grant stated the City of Boynton Beach hired a Sustainability Coordinator who helps the City with environmental decisions. The Commission will have her make recommendation to where the money would be needed.

Commissioner McCrary noted for clarification the \$1000 was for each home.

Mayor Grant opened Pubic Comments.

Stephen Seto, 3404 SE 2<sup>nd</sup> Street, teacher at Plumosa School of the Arts, Palm Beach County School District, lives along the Preserve. He sees the scrub and the house which most have seen. Because of the elevation of the house he does not want to see two story homes. He does not want to see the trees replaced by cars and homes. This was a poor location for new houses. There was currently too much traffic. This was a county road. The main vein that connects Boynton Beach to Delray Beach downtown. One of the principles of this City was to make it inviting. This would not be part of that vision. The management plan contains the Seacrest Scrub; all living species have been documented in the plan. The owners were unwilling to sell it back. Mr. Seto showed a map of five houses, but the developers would squeeze 8 homes into that site. He said there would be garbage cans along Seacrest. Homes in this location would create crime. How would the fire trucks get down the street? If there was an emergency, maybe the entire scrub would be destroyed by fire. Mr. Seto showed pictures of the burrow, he said the tortoise was a priority. A species that are critically in peril should receive the highest level of care when possible and efforts should be made to increase the population. There are 10 other species in the Scrub area including reptiles, birds and the Cooper hawk. He said the area was beautiful. Having eight homes would completely destroy it. It was the last nature preserve. It was in between Boynton Beach and Delray Beach. It was a small remnant of the rarest nature forest. The Piney Wood forest recharges the underground aquifer. The scrub was on high land, it was about 30 and 40 feet above sea level. If you want to fence it, it does not matter the tortoise will go there. This was the last sanctuary. There was no more natural habitat left. Mr. Seto said there were houses in the neighborhood selling, but no one was buying. Putting more houses in will not help the community. The last home constructed in the area was 1970. He asked the Commission to reject the proposal.

Mayor Grant indicated the builder can build without the approval of the Commission.

Mr. Seto disagreed. The neighbors are all against it. He read "The City agrees that any real property immediately adjacent to the Seacrest Scrub shall be revised to the protection of the biological community on the preserve, and avoid adverse impact"; that was the interlocal agreement appendix E.

Michal Rumpf, Planning & Zoning Director, the City of Boynton Beach was aware of the requirements of the City. This requirement was to notify the people in the area. He was here when the City decided to purchase the property. The City was happy; the property was listed in the City Comprehensive Plan. He does not interpret that as the property cannot be used.

Mayor Grant inquired if we can purchase, it would be eminent domain. Mr. Rumpf stated it could be argued this could be taken as eminent domain. Mr. Rumpf stated eminent domain has not been exercised in years.

Mayor Grant said there was not an R-1-A adjacent to the property. Would this be considered spot zoning? Mr. Rumpf indicated this would not be considered spot zoning.

Mayor Grant requested clarification of why it would not be considered. Mr. Rumpf replied just because the land was not adjacent to the R-1-AA zoning does not mean that it was spot zoning.

Commissioner McCray inquired about the Environmental Protection Agency (EPA) letter addressed to the City. Mr. Rumpf stated he was not aware of a letter from the EPA.

Commissioner McCray indicated he wanted to have some clarification of what was stated earlier. It was stated the Seacrest Scrub was the only one in the City of Boynton Beach; there was another scrub on the Northwest Scrub as well as the Galaxy Scrub in Boynton Beach. Mr. Rumpf indicated there was the Upland Habitats, Sand Piper Preserve in Quantum, Rosemary and Galaxy.

Commissioner McCray asked if there was anything to prevent granting this developer his request. Mr. Rumpf relied no.

Mayor Grant inquired if there anything requiring the City to prevent this rezoning. Mr. Rumpf stated there was not a requirement to approve the request.

Mr. Seto said for the record "they are not required to build on the property". He stated it comes down to greed, selfishness. If was a lot more than just what was being read today.

Mayor Grant noted the \$1000 per lot payment for the Recreation and Park department would that suffice. Mr. Seto said no. Mayor Grant stated there was no amount would satisfy. Mr. Seto stated that they did not walk the land. Please leave the zoning or make it more restrictive or purchase the land.

Commissioner Casello the structure that currently sits on the property was that occupied. Mr. Miller stated it was a rental. Commissioner Casello stated there were four different renters. Mr. Miller stated one of the renters was interested in buying the lots.



Michelle Easey, 3504 SE 1 Street, lives adjacent to Ms. Law property. She has not received a letter. She has not received any official notification. Attorney Cherof asked if she was the property owner. Ms. Easey stated she was.

Ms. Easey stated this actually directly affects her property.

Commissioner McCray asked if there were letters returned. Michel Rumpf stated he does not have a list of the returned letters. He does not recall which property the returned letters were associated.

Dr. Piotr Blass, 113 Tara Lakes Drive, wanted to say that Mr. Seto made a compelling case for protecting the property. He indicated it was unique and beautiful. He would be determined and maintain the beauty of Boynton. He said please do not mess with that.

Mary Law, 3481 South Seacrest Boulevard read a letter in the minutes. (See attachment to the minutes)

Susan Oyer, 140 SE 27 Way, contended the site has always been scrub, if you look at the neighborhood. It would exactly match up the property. This was never set up to be seven or eight homes. The one person that lives adjacent to the property was against this. How are you telling this person their quality of life should go down just to add a couple more houses that are not needed? This was spot zoning and everyone knows it.

Lisa Saunders, 103 SE 34 Avenue, lives was directly south of Mary Law. The lots are not that small. Her lot was more than a 100 feet wide. The groper tortoise comes in her yard all the time. She does not see where a fire truck can turn around. She did not believe this was good for the neighborhood. There are plenty of homes on the market which no one was buying.

Kevin Seto 3404 SE. 2<sup>nd</sup> Street, this proposal would have a harmful impact on the community. This street leads to a dead-end. This has already caused an issue for the Fire Department. These homes would be forced to park their cars on the street. A project like this does not solve the problem with overpopulation. The bigger issue was the construction of 8 homes being built on a 2 acre lot. Gopher tortoises are a keystone species. A keystone species was an organism that helps define an entire eco system. Without this keystone species, the eco system would be dynamically different or cease to exist all together. The gopher tortoise is seen as a keystone species because it digs burrows that provide shelter for at least 360 other animal species. They are threatened by predation and habitat destruction. He asked how this would impact our future, the safety and the well-being of the residents. These projects bring a high level of traffic and crime. The developers are greedy, they do not live here. They only want fast money. Mr. Seto indicated anyone voting for this rezoning would send a clear message to the community that the Commission do not care about the quality of life for the residents of Boynton Beach. He was proposing that the City of Boynton Beach restrict all proposals which encourage any construction activity on this site. He was proposing the City of

Boynton Beach purchase the land and return it to the scrub preserve. Doing this would set an example for this nation and the community we live in.

Chris Montague 222 West Ocean Avenue, as a resident of Boynton Beach, was growing very bored with the lack of creativity. He acknowledged the environmentally sensitive area. He acknowledged the desire of the developer of the privately owned land. Mr. Montague indicated the City could rezone some space for developers.

Commissioner Romelus indicated this would be spot zoning. Mr. Montague stated the only thing he was seeing were condos.

Alan Dinnan, 309 SE 34 Avenue, has been in his home for 34 years. He says not much has happened down there as far as development goes. There were many PUD's, south of St. Joseph. Mr. Dinnan lives in Gulfstream Estates and indicated whatever was being built would impact his property value. The developers want to bring in smaller homes. The developers have not given the purchase price. He inquired about the flooding on Seacrest; the City of Boynton Beach has not solved that problem. He continued, whenever there was a decent rain storm the streets would flood. The water from the rain just sit on the ground until it was soaked up. He asked what the City was going to do about this problem.

Richard Lewis, 314 SE 34 Avenue, also in Gulfstream Estate. He has gone through the scrub area. It seems that the City does not have a choice of whether or not to purchase the property. It was distressing to hear that NE 1 street would go to the new homes.

Kalina Bonnell, 3504 SE 2<sup>nd</sup> Street, said the reason they purchased their home was because of the lot size. She believed what was happening in putting 8 homes on smaller lot size would decrease her home value. She wanted to know the value of the homes being constructed. She does not believe this reflects the area.

Caitlyn Springer 3404 SE 2<sup>nd</sup> Street, noted she was a new resident of Florida. She was not aware of the natural landscape of Florida. Earlier Commissioner McCray mentioned there were other scrubs in Boynton Beach. She stated Rosemary Scrub was a very small scrub. She indicated how can you know for sure how the construction and the removal of the tortoise will affect the other species. As you know other species are counting on the gopher tortoise burrows. How do you know the developers are not going to destroy the burrows? This area was supposed to be a well-protected area. The developers do not know what they are doing. She was not sure if they are ready to move forward.

Stephen Seto 3404 SE 2<sup>nd</sup> Street, stated this was scrub area. The gopher tortoises are not designed to be moved out of that area. He wanted to address the other scrub areas; there are two other little small parks. Let's speak about the Galaxy Park. The Commission was already trying to get the School Board to release the restriction on the property. They have someone interested in putting 22 homes on the property. The

other scrub was the Rosemary Scrub. Mr. Seto showed a map of the Rosemary Scrub it reads Western Union. Mr. Seto continued the developers do not need to encroach on the preserve. He said once it was gone it was gone.

Aldo Kosuch, 702 SW 35<sup>th</sup> Avenue, respected everyone's opinion. There was a lot of misinformation given. The Commission has been told that there was no road. There would be a 50 feet wide road. He lives ½ mile away from the scrub. He said this was not the Scrub. There would not be 20 trash cans on Seacrest Boulevard. He stated the City of Boynton Beach would not allow the development without a road and a proper turn around. The City has already approved this. He indicated the homes would be about 3500 square feet. Mr. Kosuch said as far as the number of trees, he would be required to place trees on the property.

Commissioner McCray inquired if he walked through the scrub property. Mr. Kosuch stated he has walked the property many times; all of the burrows are not on the property. Regarding SE 1<sup>st</sup> Street a road cannot go through SE 1<sup>st</sup> Street. He does not own that piece of property.

Commissioner Casello inquired of the Fire Chief if he felt this street was wide enough to get the trucks and other apparatus through in case of an emergency. Fire Chief Joseph indicated he could not answer the question. This would be addressed during the plan review process. This would be based on State regulations and City of Boynton Beach Ordinances.

Attorney Cherof explained it was not answered because the only matter before the Commission was the application for rezoning. This was not a site plan review as Chief Joseph has testified when those types of issues can be addressed.

Mr. Miller indicated when this was put together the City has a turnaround detail which was 50 feet by 50 feet for access. He took these plans to the staff to make sure the turnaround would be accommodated. The reason lot 6 which was at the top of the plan and lot 7 the brown area was shorter would be to accommodate the turnaround. The street being constructed was a 50 street right-of-way; 20 feet of pavement and curves on both sides. This was a typical detail of a City street.

Commissioner Casello asked if the homes have driveways and garages. Mr. Miller stated they have garages and driveways. They have not gotten into the design of the property. He recognized the comments being made; the developers are not encroaching into the scrub. The developer was purposing to have lot size keeping with the area.

Commissioner Romelus stated the Commission needs to be mindful and aware, this was private property. They have the right to build at most 7 homes on this property. It does not encroach or infringe upon the scrub. In addition she asked about the Public Works and fire trucks to travel through this neighborhood. This concern was clear as well. The developers have done its due diligence to insure any concerns were

addressed. In addition they are working with the Florida Fish and Wildlife Commission to relocate the gopher tortoises that are on the property. She believes this developer was working from a place of willingness to actually do things the right way. They are working to follow the guidelines and the protocol. Regardless of what the Commission decides to do they have a right to build on the property. Unless the Commission decides to purchase the property. The point needs to be made clear they have the right to build on the property.

Vice Mayor Katz stated the ultimate desire was that nothing gets done. The choice was what was legally permissible. The City was not going to purchase the land. There was no land the City has which was comparable in value. Private property owners have the legal right to build on their property. If this property could have been acquired for the scrub, it should have been acquired at that time. The legal question was would the Commission allow the developer to build one additional house. They have done their due diligence with regards to the streets are in accord with safety standards. He said the threat to the gopher tortoise was not unique. This was not the first time the tortoises have been relocated. In regard with the question to ensure the safe relocation, he was sure they would follow state mandated rules. He cannot oppose someone's property rights. The decision was for one additional house.

Attorney Cherof stated there was a Scriver spelling error in the title.

Mayor Grant stated the item on the agenda was correct.

(7:51 Romelus left the dais, 7:56 returned)

Mayor Grant asked for a motion.

### **Motion**

Commissioner Casello moved to approve. Vice Mayor Katz seconded the motion.

City Clerk Pyle called the roll.

### **Vote**

The vote was 4-1. (*Mayor Grant dissenting*)

- B. PROPOSED ORDINANCE NO. 17-036- SECOND READING** - Approved Ocean Breeze East Rezoning (REZN 18-002) from MU-L2 (Mixed Use 2 District) to support the conveyance of CRA-owned land for a mixed-use development on 4.39 acres in the Heart of Boynton District. Applicant: City-initiated

Attorney Cherof read Proposed Ordinance No. 17-036 by title only on Second Reading.



Commissioner McCray indicated he was happy to see this coming to fruition. This was long waited.

Mayor Grant asked for a motion.

**Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion.

City Clerk Pyle called the roll.

**Vote**

The vote was 5-0.

- C. Approve Soleil Early Learning Academy Conditional Use and Major Site Plan Modification (COUS 18-001 / MSPM 18-001) for the conversion of a one-story, 2,659 square foot office building to a day care facility including related site improvements, located at 201 SW 23<sup>rd</sup> Avenue / Golf Road in the C-1 (Office Professional) zoning district. Applicant Cristine Thibodeau.

Attorney Cherof swore in witnesses.

Cristine Thibodeau, 201 SW 23 Avenue, was proposing to have a daycare facility. She indicated for the past few years she has had great success in her home daycare. She has a waiting list. The families on her waiting list want a small capacity of children per room and individualize care. They want a small teacher per child ratio. Most daycare facility in the Boynton Beach area has only a few openings or no openings at all. With this being said, there was a great demand for quality child care in Boynton Beach.

Francis DiGiovanni, 378 North Lake Boulevard, in searching for a building the client found a vacant building located at 201 SW 23 Avenue. Prior to the previous tenant a daycare was making use of the building, which would allow the daycare to move in with minimum improvements. There would be improvement such as an ingress window and replacing the chain-link fence with vinyl. He contacted the City of Boynton Beach Building Department and has complied with all Building Codes. He stated this was the next step in the process.

Commissioner McCray asked if there was a video to be introduced.

Mr. DiGiovanni showed the site and the floor plan that was existing. There would be playgrounds in the rear with a 6 foot fence wrapped around the building. Showed the rooms for the children. Mr. DiGiovanni stated after speaking with staff an egress be put in each room.

Commissioner McCray inquired if there was a picture of the existing building. Mr. Di Giovanni stated they had the elevation.

*(Commissioner McCray looked at the picture on Mr. DiGiovanni's telephone)*

Ms. Thibodeau indicated it was previously a daycare from 1970 to 2016 and then it was a rehabilitation center for the past year.

Commissioner Casello said the building had a fence wrapped around the building. Mr. DiGiovanni indicated on the back side of the property adjacent to residential and the north side there is a 6 foot wide concrete wall, on the south side adjacent to 23rd street and the SE corner would be a vinyl 6 foot fence. We have trees and hedge as a sound barrier.

Commissioner Casello inquired about how many children, teachers and the normal operating hours. Ms. Thibodeau indicated 44 was the estimated capacity. There would be 6 or 7 teachers. This would be 6 days per week, Monday thru Friday. Offering extra care on Saturday, she would also offer Parents nights off on Saturday evening from 5-9 pm. Instead of using a baby sitter they can use the school. The normal operating hours are from 7:00 a.m. to pm 6:00 p.m., evening care from 6:00 p.m. to 7:00 p.m.

Commissioner McCray wanted to know about the traffic and if there was some type of safety component built in. Mr. Digiovanni indicated they could install some parking bollards. Commissioner McCray Indicated he was in favor of bollards.

Mayor Grants asked if the parking meet the requirements. He sees some locations are going to be double parked. Mr. DiGiovanni indicated the parking was established earlier. However the cars that are up against the wheel stop won't go anywhere until after the school was closed.

Attorney Cherof inquired if the applicant was amenable to the eight conditions of approval. Mr. DiGiovanni indicated they were in approval.

Commissioner Romelus asked if there were provisions in place for the safety of the children in terms of cameras to make parents feel safe. Mr. DiGiovanni noted they have 6 cameras around the perimeters and a 4 feet fence separating the younger children.

Commissioner Romelus indicated the six feet was around the perimeter of the building. Mr. DiGiovanni agreed, so the children would not be seen from the street.

Mayor Grant opened to Public Comments.

Stephen Grederson, 178 Lake Monterey Circle, his kids has been with Ms. Cristy for about 2 years. He has been here for 2.5 hours which should show how he feel about Ms. Cristy.

## **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion.

## **Vote**

The motion passed unanimously.

- D. Approve High Ridge Country Club Major Site Plan Modification (MSPM 17-009) to construct a new one-story, 54,500 square foot clubhouse building, gatehouse, and related site improvements, at 2400 Hypoluxo Road in the Recreation (REC) zoning district. Applicant: Donaldson Hearing, Cotleur & Hearing

Attorney Cherof swore in witnesses.

Nicole Plunkett, Landscape Architect with Cotleur & Hearing, presented the request for High Ridge Country Club Major Site Plan Modification. The applicants are purposing to demolish, replace the clubhouse and add a new guard gate at the entrance. The location of the High Ridge Country Club sits on 174 acres. There are no residential homes on the property. There was an 18 hole golf course. There are 265 members. On April 2<sup>nd</sup> the members voted in favor of replacing the clubhouse. Replacing existing 49,400 square feet clubhouse and the purposed clubhouse. High Ridge was planning to phase the construction. During the planning and development there was a resident that lived directly to the north west of the property. They had asked for additional buffering. Management have met with the resident and they have already planned Arica palms along the buffer.

Ms. Plunkett indicated the original clubhouse was built in the early 1980. Many of the Clubs are upgrading. When it comes to the landscaping there are many beautiful trees on the property. Ms. Plunkett showed the floor plans of the clubhouse. There would be cast, stone and stucco. She indicated the building would be one story. The building would meet the maximum height requirements. High Ridge does not have a gate at this point. Having a gate would help with the circulation of the incoming traffic. In regards to parking, with the increase in the difference would be increased by 5000 square feet. There was a requirement of 25 extra spaces. The applicant was adding an additional 61 spaces. High Ridge was not adding any additional golf holes or amenities or members.

Commissioner Casello indicated he wanted to view the property and he was quickly escorted off the property. Commissioner Casello inquired about the 55,000 square feet clubhouse with only 265 members.

Lawrence Zabik, Project Manager for High Ridge, indicated they were going to offer the traditional amenity of the South Florida Country Club, some entertainment, as well as golf club and fine dining.

Commissioner Casello asked if High Ridge gave anything back to the community.

Ryan Artim, 127 Black Olive Cres, replied they give to the City. They have a federation day. High Ridge also donates to the Jewish Federation. He knows that they do other things.

Commissioner Casello inquired as to the membership fee. Mr. Artim stated the membership fee was about \$32,000 yearly.

Commissioner Casello noted on Miner Road there has been a lot of tree damage. He wanted to know what was being done to take care of the downed trees. Mr. Artim stated he was not aware of any damage. He stated after the hurricane they cleaned up about 300 trees.

Commissioner Casello stated this would be a condition of approval. The trees have not been cleared from Miner Road. Mr. Artim indicated he would look into this. Agreed to the condition of approval.

Chief Joseph indicated the High Ridge Country Club makes a donation to the Fire Department every year. Last year they helped purchase the Fire Boat which was used for emergencies.

Commissioner McCray indicated Commissioner Casello was asked to leave, who is the contact to review the property. Mr. Zabik stated they employ private security as well as Boynton Beach Police officers. He could call Ryan or Mr. Zabik

Mayor Grant stated that the Public Arts Administrator has stated there was an exemption. The ordinance read remodeling repair, made after October 5, 2005 located within an existing private residential development. He said this was part of the residential development.

Mr. Zabik indicated he could not say. It was the Public Arts Commission decision. It was made based on the Hunter Run exemptions.

Mayor Grant asked if the Public Art administrator's opinion was binding on the City. Attorney Cherof stated he would need to look into this.

Mayor Grant asked the applicant if they would be willing to pay the 1% art tax that most of the other developers was paying?



Mr. Zabik stated legal would have to weigh in on this. Mayor Grant stated he was asking if legal was not weighing in on the option. If they would like to do something for this type of development.

Mr. Zabik indicated he could take it back to the owners. Stated they had a long discussion with staff. As they looked at their option was to renovate the club, which would not have generated any additional art fees. We closely looked at the ordinance based upon the way it was written and the review by staff it was considered exempt.

Mayor Grant indicated he disagreed, because the Club was not a residential development.

Commissioner Romelus said if this Public Art fee was required who would be seeing this art? Mayor Grant indicated he was saying there was not an exemption; they could have the public art that was not available to the public. He does not see that there was an exemption available.

Commissioner McCray said his opinion was to wait for legal for an opinion.

Major Grant indicated he has no problem approving this, he wants legal opinion if 16-02 applies.

Attorney Cherof stated if it turns out if it was applicable the City will deal with it then.

Commissioner Casello also wanted to make as a condition of approval the clear up the property on Miner road of downed trees.

Mr. Zabik indicated this item would not come back to the Commission.

Attorney Cherof stated that would be a condition of approval. If the applicant does not agree with the condition then there would not be an approval.

### **Motion**

Commissioner McCray moved to approved with the conditions stated. Commissioner Romelus seconded the motion.

### **Vote**

The motion passed unanimously.

Mayor Grant offered a motion to recess.

**Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion.

**Vote**

The motion passed unanimously.

**10. CITY MANAGER'S REPORT - None**

**11. UNFINISHED BUSINESS - None**

Major Grant reconvened the regular Commission meeting at 9:48 p.m.

**12. NEW BUSINESS**

- A. **PROPOSED RESOLUTION NO. R17-128** - Approve and ratify the Collective Bargaining Agreement between the SEIU Florida Public Services Union, CTW, CLC Blue Collar Unit and the City.

**Motion**

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

**Vote**

The motion passed unanimously.

Lori LaVerriere, City Manager wanted to give kudos to Julie Oldbury for doing a fine job during the Union process. It was very telling when unions ratified their contracts at 98% and 100%. Her team did a great job getting these contracts ratified.

Julie Oldbury, Director of Human Resources and Risk Management, wanted to publicly thank the SEIU and the SCIU organization. She indicated every time a contract was opened in its entirety it was a big undertaking on both sides. The Unions exhibited passion, professionalism. It was a true partnership.

- PROPOSED RESOLUTION NO. R17-129** - Approve and ratify the Collective Bargaining Agreement between the SEIU Florida Public Services Union, CTW, CLC White Collar Unit and the City.

**Motion**

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

**Vote**

The motion passed unanimously.

- B. PROPOSED RESOLUTION NO. R17-130** - Approve the Pilot Agreement for Automatic License Plate Recognition System Solution Services with American Traffic Solutions, Inc. (ATS) and authorize the Mayor to sign the agreement.

**Motion**

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

**Vote**

4- 1 (*Commissioner Romelus dissenting*)

Commissioner McCray inquired as to where would these be located. Would they be located where the red light cameras are presently?

Sergeant Phil Hawkins Boynton Beach Police Department, Traffic unit, stated that was an option. He indicated they do not need to be placed where the red light cameras are presently. Ms. LaVerriere indicated from a security standpoint the exact locations have not been determined.

Commissioner McCray asked how many was being voted on.

Ms. LaVerriere indicates there are 23 new automated license plate readers. There will be locations without cameras. Indicated Sergeant Hawkins has been working with Jeff Livergood and ATS in locating sites for the license readers.

Commissioner Casello stated all 23 will be disbursed in the entire city. Sergeant Hawkins stated yes.

Commissioner McCray stated there are many people who do not agree, but he felt the license plate reader are needed.

Commissioner Casello stated now the City has license plate readers. He said there are machines that give speeding tickets. Sergeant Hawkins replied this technology has been in existence for 20 years. In Arizona, DC, Maryland.

Commissioner Casello said next month the Commission will have a report on the Red Light Cameras.

- C.** Commissioner Casello requests approval for \$1,000 of his Community Support Funds to be donated to the Boynton Beach Community Caring Center.

**Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion.

**Vote**

The motion passed unanimously.

- D. Commissioner Casello requests approval for \$1,000 of his Community Support Funds to be donated to the Kid-Preneur Camp.

**Motion**

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

**Vote**

The motion passed unanimously.

Commissioner Casello explained this was a program that takes in young people and teaches them how to run a business.

Commissioner McCray indicated it was like a business incubator.

- E. Review and action on Annual Performance Evaluation for the City Manager.

Commissioner McCray thanked Ms. LaVerriere for doing a 360 degree turn around. He stated they had a discussion. They discussed personnel issues. This year she did a great job.

Mayor Grant indicated the City Manager did a great job for Boynton Beach. He was very excited to work with this Commission on its first budget.

Commissioner Casello said the City has a lot of moving parts; it takes a good manager to control all of the moving parts. She was like the Tom Brady of managers. He would like a discussion on compensation.

Commissioner Romelus noted she believes she was fantastic City Manager. She has created a succession plan. Employees have a future to look forward to. Having the ability to be promoted within the ranks, for those who are committed to the betterment of the City was now available.



Vice Mayor Katz said she was a professional. He indicated as a teacher she uses good judgement and thanked her for her continued service.

Commissioner McCray stated she does not get into the politics.

Commissioner Casello asked Julie Oldbury about the City Manager of Delray and the compensation. He also wanted to know the population. Ms. Oldbury indicated the salary for the City Manager was \$235,000 and the population was 61381.

Commissioner Casello said it has been his experience depending on the City Manager for so many things. He would like to bring that level up to where it was compatible. He would like to have an increase of 10%.

Ms. Oldbury indicated Ms. LaVerriere current salary was \$182,120 to add 10% would put her at \$200,332. Mayor Grant stated there was other items of the contract as well. He was not in agreement with 10%, he was in favor of 5% percent increase in salary and 5% in the pension. Ms. Oldbury stated the IRS catch up amount would be \$9,200

Commissioner McCray, since the City has a step plan which the Commission implemented, we need to look at the budget. Remember the Town Square project. When you have a group of people which have been given a 2.75% increase then you give the City manager a 10 % raise the Commission needs to think about the other City employees.

Vice Mayor Katz said on behalf of Commissioner Casello he believed the compensation was lagging. He worried that the City Manager may not be around. He was in favor of 5 % and market rate, it becomes a financial decision. He was in favor of the increase.

Mayor Grant was consistent was the maximum allowable IRS rate.

Ms. Oldbury stated the 5% would be \$9,106 for a total \$191,226 the difference in the 457B to bring it up to the IRS allowable \$9, 202 into the account to bring it up to the max allowable. The total increase to the base salary and to the pension was \$18,308

Ms. LaVerriere thanked the Commission and her staff.

Commissioner McCray indicated whenever Ms. LaVerriere attends an outside meeting if she would give an update to the Commission.

### **Motion**

Vice Major moved to approve. Commissioner McCray seconded the motion.

## **Vote**

The motion passed unanimously.

### **F. CRA and the Florida Housing Finance Corporation.**

Michael Simon, Executive Director, CRA, stated this item before the Commission was a form that was one of many forms which Centennial Management needed for the 9% low income tax credit. This was the local government portion. The CRA Board approved, this would come back at the January 18, 2018 meeting. The approval tonight gives the Mayor the ability to sign the agreement.

## **Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion.

## **Vote**

The motion passed unanimously.

## **13. LEGAL – None**

- A. PROPOSED ORDINANCE NO. 17-038 - FIRST READING** - Approve Front Porch Setbacks (CDRV 17-008) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 3. Zoning, Article 5. Supplemental Regulations, Section 3.B, to increase the magnitude of encroachment of front porches into the building setbacks.

Attorney Cherof read Proposed Ordinance no. 17-038 on first reading.

Mayor Grant asked for clarification of the Ordinance.

Mike Rumpf, Planning and Zoning Director, stated for many years the City has allowed some minor overhang in the setbacks. The zoning code was filled with exceptions. There have been various lots within Leisureville development that had front porch slabs and now they would like to cover those to make them more usable. This amendment increases the encroachment of the overhang or covered porch. This would increase the encroachment from 3 feet to 10 feet, with some additional rules. Overhang cannot be less than 15 feet of setback from the property boundary. This would apply to the rear yard as well.

Mayor Grant stated the single family homes could now have a 10 foot front porch. Mr. Rumpf replied covered only not enclosed. Mayor Grant stated covered includes screening. Mr. Rumpf stated it would not. If you roof it then it must comply with the building setback.

Commissioner McCray asked if this would mean properties in Leisureville would be grandfathered in. Mr. Rumpf stated it will change the rules to allow them to cover porches which they would normally not allow where the slabs currently exist.

Commissioner McCray asked if this was ok with the association. Mr. Rumpf stated they were in support of this.

Mayor Grant asked for a motion.

**Motion**

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

City Clerk Pyle called the roll.

**Vote**

The motion passed 5-0.

**B. PROPOSED ORDINANCE NO. 17-034 - SECOND READING - PUBLIC HEARING** - Adopt the Boynton Beach Administrative Amendments to the 6th Edition (2017) of the Florida Building Code.

Attorney Cherof read Proposed Ordinance no. 17-034 on the second reading.

**Motion**

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

City Clerk Pyle called the roll.

**Vote**

The motion passed 5-0.

**C. PROPOSED ORDINANCE NO. 17-035 - SECOND READING - PUBLIC HEARING** - Approve the change in qualifying dates for candidates in upcoming municipal elections.

Attorney Cherof read Proposed Ordinance no. 17-035 on the second reading.

Commissioner McCray inquired if the City could do anything about the change in the qualifying dates.

## **Motion**

Commissioner Casello moved to approve. Vice Mayor Katz seconded the motion.

City Clerk Pyle called the roll.

## **Vote**

The motion passed 5-0.

Mayor Grant indicated he would like to speak about the Advisory Boards. Asked if the Commission only asking if people have a social media account and if so put it on the application? Or do we want to create a future agenda item to discuss the Advisory Boards.

Commissioner McCray said the Commission needed to let some dust settle before they jump on this. From what he heard tonight the City will scare people off from serving on an advisory board. He said the City cannot get residences to serve now. He said the Commission was allowing one or two people from outside of Boynton Beach to tell us how to run our advisory boards. He indicated we needed to wait awhile.

Commissioner Casello stated the issue he had tonight was he appointed this individual to the board. How do you vet this? He did not have a clue. This was the first time since he has sat here that he has experienced this. This was not the norm.

Mayor Grant asked how the Commission can get more people to apply. Commissioner Casello stated he does not need to make it harder to get on the board. He thinks that we should continue on the same road.

Mayor Grant asked about the people that were voted down. Commissioner Casello stated they were collateral damage.

Commissioner Romelus added she was not acting from a moment of emotion. She was acting from a moment of rational thought. What she proposed was that on the application for board members when they apply for the City they provide their social media accounts. This was an option to add to the application. The Commission would have the opportunity to look into that person's profile. If you as the Commissioner choose not to do that, this would be your decision. But again we as a City cannot appoint someone who so blatantly expressed their views. They are making an advisory recommendation and act upon it. The Commission have a duty to protect our citizens from those people who feel like they have the right to infringe on another person's rights. Let's just add that as another line item to the application. They can provide that information.



Mayor Grant thought since the Commission ask for the address and telephone number he does not see it as being intrusive.

Commissioner McCray said he does not feel that we place that on the Commissioner. The Commission was held at a higher standard.

Vice Mayor Katz believes this whole thing was ridiculous. It was spawned from an earnest concern and it has turned into a freak show. If we hold ourselves to the same standard all five of us would need to resign. He believes this was what happens when political pandering in naked politics is at its worst. We have sat here for weeks and again tonight going over the same thing. He is a lifelong Democrat called a Trumpist. A lifelong educator to be told he was a terrible teacher. To be called a racist. This was not rational. This has evolved into the absurdity. This should have never happened. For weeks we have endured negative press because of one random person said some things that should not have been said. She was now gone. He requested her resignation. He stated we are voting on license plate readers. We are going to have staff monitor the social media accounts. Now we are sitting here to consider it at the first person perspective was unbelievable.

Commissioner Romelus said this has nothing to do with the Vice Mayor. This was about access. We ask for their name, their address, and social media account. As an individual who are responsible for the welfare of our citizens it was one little step. She believes this was not too difficult to ask anyone to have their social media link.

Commissioner Casello how do we monitor them. Are we going to be friends with the applicants.

Mayor Grant noted Ms. DiCorrado's views were not private, they were public. Asking for the Twitter name or Facebook name. If they keep their Facebook public, then we should be able to look at their account. Having this line was easy to add. Some members may not have a social media account. Ms. DiCorrado participated in the Unity in the Community. Having an extra line for public media would make sense. He would like to request a motion we could have those three thing on the advisory board application, so that those people could reapply. Cathy McDeavitt has been on the Employee Pension Board for years. He asked, are we going to give her a certificate then say we have decided it was not a good time for her to be on the board.

Commissioner Casello asked are we are going to ask for her social media page, to check on her and monitor her.

Commissioner Romelus indicated they were asking for transparency, as people who are going to represent our City. It was not a bad thing to ask.

Mayor Grant was asking if she would not be allowed to be on the board again, unless someone made a motion for reconsideration.

Commissioner McCray stated the Commission has the ethical rules that govern us as elected officials. We are going too far to ask the applicants to put their social media account.

Commissioner Casello asked when the City hires people do we ask for their social media account. Ms. LaVerriere stated they have a background check; the City does its due diligence. Commissioner Romelus stated they have a background check. This was way more intense.

Vice Mayor Katz stated if Commissioner Casello and Commissioner McCray are not in favor of adding the social media line to the application this would put this issue to bed.

Mayor Grant asked for public comment.

Barbara Ready, 329 SW 13 Avenue, has been a volunteer and served on three different boards. She would like to urge to have those three applicants reapply. You are dealing with volunteers. There was no shame in removing any volunteer from the board. She has seen that done before. She does not want it to evolve into a political fight.

Vice Mayor Katz said the thrust of removal was deemed offensive. She was removed because she spoke in an offensive manner. For political or personal reasons, all of this was beyond absurd. He lacks words to describe it.

Commissioner Romelus stated a lot of people took offense to what this individual said. Please do not call it absurd.

Mark Karageorge, said there was a time the City was going to appoint a new CRA board. Every one of them was an unpaid volunteer; you have the right to vet. Commissioner Romelus does speak to the people before she appoints. The Commission has the right to remove people from the board. She did the right thing and resigned. The person participated in Unity Days.

Dr. Piotr Blass, 113 Tara Lake Drive, stated it seems to add this question about social media was perfectly reasonable and not controversial. The City must make sure these current conflicts do not interfere with the real work of the City. The work of the City was to improve economic conditions, social conditions and perhaps create a sanctuary place. He was afraid the argument all the time and we would not accomplish the work we need to do. So please let's cut it down.

Mayor Grant asked for a motion for reconsideration for all volunteer applicants that was denied.

## **Motion**

Vice Mayor Katz moved for reconsideration of all applicants that were denied. Commissioner Casello seconded the motion.

## **Vote**

The motion passed unanimously

## **14. FUTURE AGENDA ITEMS**

- A. Quarterly report on red light camera program (Oct 2017-Dec 2017) - **January 2018**
- B. Quarterly report on gov't surtax fund (Oct 2017-Dec 2017) - **January 2018**
- C. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
  - Nichols Property
  - Rolling Green
  - Girl Scout Park
- D. Staff to review PBC Ordinance on Panhandlers - **TBD**
- E. Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways – **TBD**
- F. **PROPOSED ORDINANCE NO. 17-021 - SECOND READING** - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)***  
  
**PROPOSED ORDINANCE NO. 17-022 - SECOND READING** - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)***
- G. Vice Mayor Katz asked for discussion on "Certificate of Illegal Immigration Cooperation."

## **15. Adjournment**

### **Motion**

There being no further business to discuss, Commissioner Casello moved to adjourn. Vice Mayor Katz seconded the motion.

### **Vote**

The motion unanimously passed. The meeting was adjourned at 10:38 p.m.

*(Continued on next page)*



CITY OF BOYNTON BEACH

\_\_\_\_\_  
Mayor - Steven B. Grant

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Vice Mayor - Justin Katz

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Commissioner - Mack McCray

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Commissioner - Christina Romelus

\_\_\_\_\_  
Commissioner - Joe Casello

ATTEST

\_\_\_\_\_  
Judith A. Pyle, CMC  
City Clerk

\_\_\_\_\_  
Queenester Nieves  
Deputy City Clerk

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY,  
JANUARY 2, 2018, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL  
100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA**

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**PRESENT:**

Steven B. Grant, Mayor  
Justin Katz, Vice Mayor  
Mack McCray, Commissioner  
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

Invocation

Doug Harms, The Church of Jesus Christ of Latter Day Saints, Boynton Beach gave the invocation

Pledge of Allegiance to the Flag led by Commissioner Romelus

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to move item 13. A, before the Consent Agenda. Move item 14.C from the Future Agenda to 12. D

2. Adoption

**Motion**

Commissioner McCray moved to approve the agenda as amended. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

## **2. OTHER**

### **A. Informational items by Members of the City Commission**

Vice Mayor Katz wished everyone a Happy New Year, nothing to disclose.

Commissioner McCray wanted to thank the Mayor for maintaining order and for a job well done. Commissioner McCray wished everyone a Happy New Year.

Mayor Grant attended Chief Katz farewell party. Spoke with CBS concerning the license plate readers. Mayor Grant was in attendance at the Palm Beach County Housing Authority meeting. The Housing Authority currently has an interim Executive Director. Mayor Grant stated the Commission needed to put some pressure on the Housing Authority to move forward with the lots they have in Boynton Beach. The Housing Authority indicated they would like to do a survey rather than be a part of the City's RFP. Mayor Grant would like to put an item regarding the Housing Authority lots as a future agenda item to make sure things are moving forward. Commissioner McCray stated this should be placed on the agenda now. This was something which has been plaguing the City.

Commissioner Casello wished everyone a happy healthy and prosperous New Year. Commissioner Casello inquired if a motion and a second was needed to approve the already amended agenda

Commissioner Romelus wished everyone a happy New Year. Gave a history lesson, January 1, 1804 the First Black Republic was founded which was the Nation of Haiti. Wanted to wish the Haitian people or those of Haitian decent a Happy Haitian Independence Day. The world celebrated the freeing of a Nation of people.

Mayor Grant asked for a motion to add an item regarding Palm Beach County Housing Authority vacant lots and other Housing Authority parcels.

### **Motion**

Commissioner McCray moved to reconsider the agenda and approve as amended. Commissioner Casello seconded the motion.

### **Vote**

The motion unanimously passed.

## **3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS**

### **A. City Hall will be closed on Monday, January 15, 2018, for observance of Dr. Martin Luther King Jr. Day.**

Mayor Grant announced City Hall will be closed on Monday, January 15, 2018, for observance of Dr. Martin Luther King Jr. Day.

- B. Proclaim Monday, January 15th, 2018 as Martin Luther King Jr. Day. Mr. Greg Murphy, Chair of the MLK Committee will be present to accept the proclamation.

Mayor Grant proclaimed Monday, January 15, 2018 as Martin Luther King Jr. Day.

**Mr. Greg Murphy**, Chair of the MLK Committee, accepted the Proclamation.

- C. Proclaim Tuesday, February 7, 2018 as Robert E. Wells Day

Mayor Grant proclaimed Tuesday, February 7, 2018 as Robert E. Wells Day.

**Minister Bernard Wright**, Bernard Wright Ministries, indicated this was a very critical time. The past few years the celebration for the Robert E. Wells Day has been held in the first week of February. This year the Celebration will be held on February 10, 2018. He explained he was asked if he was going to take a long time. He was offended, being asked that question. He noticed at times when he was speaking at Commission meetings his three minutes would be cut short. Minister Wright stated it was not about the three minutes, it was about listening to the people. He wanted to say the dais stopped him from reading into the record about Robert E. Wells. "A people without the knowledge of their past history, origin, and culture is like a tree without roots". -Marcus Garvey. He wanted to bring some type of solidarity. Minister Wright stated Boynton Beach has true history. Indicated there were many people other than Dr. Martin Luther King which were worthy of respect. The Robert E. Wells celebration will have Haitian, Bahamian, White and Jewish people. This celebration was for all people in the community. This was a way to unite Boynton Beach. This event will take place February 10, 2018. Minister Wright stated 86% of the imprisoned men were raised by single mothers. He said 98% of men on death row were raised by single mothers. He said if you want to stop the crime in Boynton Beach, we need to get down to the root of the problem.

Commissioner McCray stated there was an event for the week of January 6, 2018. Unity in the Park.

**Mercedes Coppin**, CRA, Special Events Coordinator, said the 3<sup>rd</sup> annual MLK Celebration of Unity will be held on Saturday, January 6, 2018 at the Carolyn Sims Canter (225 NW 12th Ave.) in Boynton Beach. The event will celebrate the life and legacy of Dr. Martin Luther King Jr., and provides community members with opportunities to re-establish relationships and break down restrictive barriers. Additionally, the event will serve as a venue to encourage Boynton Beach residents to



get out and engage with one another and to live out the vision and philosophy of Dr. Martin Luther King Jr.

This free event will feature live music from the Valerie Tyson Band and Artikal Sound System, as well as performances from various community groups. There will be a variety of free children's activities, such as face painting, balloon artistry, a bounce house, rock wall, and slide and food and beverages will be available for purchase. Ms. Coppins stated she was looking forward to the attendance by all.

#### **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)**

**Dominic Mazzella**, President Village Royale on the Green, explained he was at the Commission meeting to present a \$1000 check to the City of Boynton Beach Police Department and Fire Department.

Commissioner McCray requested the Interim Police Chief and Fire Chief come and accept the checks. Interim Police Chief Harris and Fire Chief Glenn Joseph were present.

**Susan Oyer**, 140 SE 27<sup>th</sup> Way, thanked Commissioner Romelus for judging the neighborhood holiday event. This really brings the neighbors together. This would be great if the entire City would participate.

**Minister Bernard Wright**, 713 NW 2<sup>nd</sup> Street, stated he did not get a response to his request for support for the Robert E. Wells Celebration. He thanked Commissioner McCray for the \$500. He believes the CRA and the City Commission should support this celebration.

Commissioner McCray stated perhaps the Commission could do something at the next CRA meeting.

**Mathi Magilan Paguth Arivalan**, 5102 Mahogany Drive, informed the Commission he applied online for the vacant board position. Contacted the Clerk to find out what was going on with his application. The Clerk explained additional information was needed. Mr. Arivalan explained he has a home based business. He was told he needed to pay the County and the City. He indicated his name was not on the agenda. He also wanted to speak about the MLK day celebration. The City of Boynton Beach still have some racial issues. It does not speak about the black and brown community, slavery still exist. He said the MLK celebration does not focus on what was needed in Boynton Beach. The celebration was about entertainment.

Mayor Grant stated the celebration of unity was created to get everyone together. All the children should play together. The City Clerk will look into the application issue. Ms. LaVerriere explained the applications would be on the next agenda.

**Doug Harms**, Assistant Director of Public Affairs, Church of Jesus Christ of Latter Day Saints, 1480 Knuth Road, indicated the Church offers a free program to the community called "just serve". It was a perfect segway into the service with Martin Luther King on the 15<sup>th</sup> of January. This service allows anyone to post volunteer opportunities without any strings attached. Anyone from the community can sign up to volunteer or get volunteers. Mr. Harms stated they also have self-reliance classes. There are four area of focus: Starting and growing a business, Personal Finances, Finding a better job, and Education for better work. Classes are free and they begin January 7, May 7, and September 3<sup>rd</sup>. The Church also offers a family history and genealogy service.

Commissioner McCray thanked Mr. Harms for the information, asked if he would like to place some brochure for the Unity in the Park celebration.

No one else coming forward, Public Audience 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: 1 Reg and 2 Alts  
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts  
Community Redevelopment Agency Advisory Bd: 1 Reg  
Employee Pension Board: 1 Reg  
Library Bd: 1 Alt  
Senior Advisory Bd: 1 Reg and 2 Alts

Mayor Grant stated there were no applicants.

Commissioner Romelus asked for reconsideration of an appointment she made in a prior meeting.

Attorney Cherof stated this needed to be carried to the next agenda.

Mayor Grant asked to move 13.A moved up.

A. **PROPOSED ORDINANCE NO. 17-038 - SECOND READING** - Approve Front Porch Setbacks (CDRV 17-008) - Amending the LAND DEVELOPMENT

REGULATIONS, Chapter 3. Zoning, Article 5. Supplemental Regulations, Section 3.B, to increase the magnitude of encroachment of front porches into the building setbacks.

Attorney Cherof read Proposed Ordinance No. 17-038 second reading into the record by title only.

### **Motion**

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

Clerk Pyle called the roll call

### **Vote**

5-0

## **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. R18-001** - 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 \$22,500.
- B. **PROPOSED RESOLUTION NO. R18-002** - Authorize City Manager to sign documents related to procurement issues in accordance with purchase order signature authority of less than \$25,000 for non-construction and \$75,000 for construction related items subject to legal review and approval of documents.
- C. **PROPOSED RESOLUTION NO. R18-003** - Approve utilizing the National IPA Contract # 141003 with Grainger for the purchase of hardware and safety supplies for an estimated annual expenditure of \$75,000. Approving a contract with W.W. Grainger, Inc., d/b/a Grainger and authorizing the City Manager to sign the Contract. The National IPA procurement process satisfies the City's competitive bid requirements.
- D. **PROPOSED RESOLUTION NO. R18-004** - Approve utilizing Palm Beach County Contracts # 150803B and 150806B with Seacoast Embroidery of Atlantis, FL for the purchase of uniforms for general employees with an

estimated annual expenditure of \$30,000 and authorizing the City Manager to sign a contract with Seacoast Embroidery. The Palm Beach County's procurement process satisfies the City's competitive bid requirements.

- E. **PROPOSED RESOLUTION NO. R18-005** - Amend the FY 2017-2018 budget which will increase the budgeted appropriations and revenue sources and provide spending authority for the Parks & Recreation Facilities Trust Fund (141) by \$30,370 and the Capital Improvement Project (CIP) by \$58,870 for the current fiscal year.
- F. Approve utilizing G.S.A. Contract No. GS.-07F-03271V to purchase an EZ Dock Kayak Launch system from Golden Manufacturing, Inc. of Ft. Myers, Florida, in the amount of \$58,870.71 to be installed at Harvey Oyer, Jr. Park.
- G. Approve the minutes from the Regular City Commission meeting held on December 5, 2017.

**Motion**

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**7. BIDS AND PURCHASES OVER \$100,000**

- A. **PROPOSED RESOLUTION NO. R18-006** - Approve utilizing the Broward Sheriff's Office Contract # 14036AG with Gall's for the purchase of uniforms for Police and Fire with an estimated annual expenditure of \$140,000; authorizing the City Manager to sign a Contract with Gall, LLC. The Broward Sheriff's Office procurement process satisfies the City's competitive bid requirements.

Commissioner Romelus inquired if the used uniforms could be donated to charity.

Fire Chief Joseph replied the uniform have emblems from the Fire Department. The City needed to destroy the uniforms because of the liability. Chief Joseph added since this was a change over, the uniforms will be used until they are worn out. Acting Police Chief Kelly Harris stated the uniform pants were donated, but the shirts could not be donated because of the emblems.



## Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

## Vote

The motion unanimously passed.

## 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. 17-037- SECOND READING** - Approve Eden Ridge Rezoning (REZN 18-001) from R-1-AA Single-Family Residential District to R-1-A Single-Family Residential District. Applicant: Aldo Kosuch of Eden Ridge, LLC.

Attorney Cherof read Proposed Ordinance No. 17-037 by title only on second reading. Attorney Cherof administered an oath to all those intending to testify.

**Michael Fitzpatrick** 175 SW 2nd Street, indicated when this came before the Commission without recommendation due to lack of support of the motion, this died for a lack of a second. There was a Comprehensive Land Use plan element of the policy 1.12.2 which was listed in the backup. The City shall continue to maintain and improve the character of the existing single family low density neighborhoods, by preventing conversion to higher density except when consistent with the adjacent land use. He stated this zoning does none of that. The current zoning surrounding to the north and east is the Searcrest Scrub. This was not just low density it was no density. To the west was St. Joseph Church and school which has no density. To the south was currently zoned R-1-AA. The current non-conforming use was for an out building. If the zoning was changed the City of Boynton Beach would set a precedent where developer can leap over a contiguous zoning area and begin to spot zone.

**Mary Law**, 3481 S. Seacrest Boulevard, read a letter into record. (Attached letter). She indicated the developer contacted her, and he asked if she would go in with the rezoning. She feels like the developer was trying to force her to sell her land. She does not want to be seen as a bad neighbor. She was trying to protect the environment and the animals in the scrub.

**Stephen Seto**, 3404 SE 2<sup>nd</sup> Street, indicated this was a terrible idea to rezone. He said two weeks ago as he drives along Seacrest there were seven garbage bins on the road. The garbage will need to be picked up on Seacrest. This proposal was basically to push out Ms. Law. This was pristine land. Butterflies travel from Canada to Chile and Florida and use the Scrub. He said article 4 states the City has the ability to decide the fate of this area. Mr. Seto inquired as to why the Planning and Zoning Board advice was rejected by the Commission. Mr. Seto also asked about the notifications which were sent out. Would it had made a difference to the vote if the surrounding neighbors would have come out and stated they were against this. Or was it a done deal.

**David Katz**, 67 Midwood Lane, stated the Planning and Zoning Board did not vote on the item. The item was not declined nor accepted. Mr. Katz indicated no homes in the area would directly abut the property being developed. There were 8 properties which would abut the scrub area. Mr. Katz informed the Commission and the audience the property owner has development rights. The Commission needed to approve whether the developer would build 7 or 8 homes. He asked for the developer to create a landscape buffer and a fence to go 3 or 4 feet down to prevent the gopher tortoise from returning to the property. He asked for no more than 8 homes to be built. He requested a genuine, relocation of the turtles. These conditions are not costly. He indicated these simple fixes would satisfy Ms. Law.

**Susan Oyer**, 140 SE 27 Way, indicated she was against density. She understands the Commission was going to approve the 8 homes. Ms. Oyer stated more houses make a difference. No one has addressed what was being done when they go to stamp the ground. She knows the damage this has done to their property. What was being done to make sure the animals are not being hurt? This would stress these animals. The Commission needs to do the right thing. The only person who would be impacted was against it. She stated he does have the right to build, but this does not make it right.

**Bradly Miller**, Miller Land Planning, represents the applicant. He wanted to clarify a few things. Chairman Katz summed up the property rights are available to the owner. Mr. Miller stated the property was for sale for about a year and a half. No one showed up at the auction. His client was going to develop the property. It was either 7 or 8 properties. The 8 units are more consistent with the area. Mr. Miller stated the developer could build on his private property. He indicated the City would not allow the developer to build a property without the means to pick up the garbage

Mr. Miller stated the conditions Ms. Law requested were valid and has been agreed with. The gopher tortoise cannot be returned to the scrub.

Vice Mayor Katz inquired about the concern regarding Mr. Miller's client would use Ms. Law's property. Mr. Miller stated they would not use Ms. Law's property. They will remain on the property. There would be construction and compaction of the road and the foundation for the homes.

Commissioner Casello inquired how many tortoises have been found on the property. Mr. Miller indicated there have been 24 burrows tagged. There are 12 burrows on his client's property.

Commissioner Casello inquired as to if there were tortoises in the burrows. Mr. Miller stated it was the activity of the dirt. He said a survey has indicated one of the burrows was inactive.

Commissioner Casello asked what type of cost was involved in the relocation of the tortoise.

**Steven Newman**, 1609 Clyde Vista Circle, Delray Beach, understood we are mandated by law to take care of the gopher tortoise; it was not a cheap process, but he understands this was a process that was needed.

Commissioner Casello said it looks like more trees will be added.

Mr. Miller said the lots are required to have trees which would increase the number of trees currently there. A statement was made the eastern 1.5 acre was Scrub. This was not correct, this was private property.

Commissioner Casello stated he understood the applicant approached Ms. Law on the zoning issue.

Commissioner McCray stated this proposal which the Commission was reviewing was not trying to push Ms. Law off of her property.

Commissioner Romelus indicated the applicant was in agreement with the proposal. The client was willing to provide a hedge and the barrier both natural and artificial. The clients are willing to place another division between the Scrub and Ms. Law's property. The fence would go deep enough so that the tortoises do not return. She asked about the lighting. Mr. Miller stated he agreed with Ms. Law's conditions. He stated the Code requires the light could not shine on other property. He continued the only place there was lighting would be on the street. The light would be on the southern side of the property. The light would not shine in the scrub but on the road.

Commissioner Romelus asked for clarification regarding the navigation of the Fire and Public Works trucks through the property. Mr. Miller stated there would be a 50 x 50 T-type turn-around. The trucks would back up and then drive out.

Commissioner Romelus asked about the garbage or recycling cans. Where are the cans going to be picked up? Will the cans be picked up in front of the homes and not placed on Seacrest?

Mayor Grant asked what the conditions of approval which was acceptable. Mr. Miller stated he did not have any copies. He was not opposed to any of the conditions. Asked

if these would be a condition of rezoning? Attorney Cherof indicated they are some stipulation that would be binding on the clients. There are no back and forth between the Commission and the representative.

Mayor Grant said as an example the limit of 8 structures on the property, which was a type of condition of approval? Attorney Cherof stated that was not a rezoning issue that was a site zoning issue. Mayor Grant stated this was his concern. If the applicant stated they being bound, but another developer could change it. He said this was a tough situation. Otherwise if the property was rezoned the applicant would be bound unless it was sold to another developer.

Mr. Miller stated there was more to it than eight lots. There was a minimum lot width and size of the area. Another developer would need to request additional relief from the Commission.

Mayor Grant stated the minimum lot requirement was 60 feet frontage compared to the 75 feet for the R-1-AA. Under Mr. Miller's option they cannot get more than 8 properties even if they did have 60 feet. Mr. Miller indicated there must be 7500 square feet of minimum lot size. He indicated the developer must factor in the width of the buffer and the right-away for the road and the width of the road and the sidewalk.

Mayor Grant inquired if the City can make any of those conditions conditional on site plan approval. Attorney Cherof indicated this was a request for rezoning.

Mayor Grant asked how can the City guarantee what is to happen to the property. Attorney Cherof stated the best way to answer was the grantees that are available to the Commission in the Code of Ordinances. Mr. Miller stated for single family there was no site plan process, this goes directly to a plat.

Mayor Grant said the Commission would not see a site plan approval, once this was rezoned to R-1-A.

**Mr. Mike Rumpf, Director Planning and Zoning** stated there was a plat process. The plat process would show the number of lots which were approved. Those lot restrictions are the most important of what was being evaluated. The maximum density allowed by the Land Use Classification. Those minimum lot sizes, frontages are critical to the developer zoning. Mr. Rumpf stated there are not too many ways to fit more than 8 homes on the lot.

Mayor Grant asked if eight homes was the maximum amount for this lot, in Mr. Rumpf's opinion. Mr. Rumpf replied that was correct.

Mayor Grant stated the other conditions regarding the oversight of the gopher tortoise were to receive a report. Also a fence could be placed at a deeper depth to prevent the gopher tortoise from returning to the property.



Mr. Rumpf stated fences and improvement must be permitted. The City will obtain the relocation information at time of permitting.

Mayor Grant asked if Code does not require the fence to go more than 2 feet into the ground, then the applicant would dig deeper. Mayor Grant asked if that was allowed under the City Code. Mr. Rumpf replied the applicant can dig as deep as they wanted.

Mayor Grant said this was to act on good faith in order to approve the request. The Commission does not have a site plan approval.

Mr. Rumpf indicated there are several conditions of approval were needed. We need to be clear of what the expectations are. He stated he heard many conditions tonight.

Mayor Grant asked Attorney Cherof if the applicant by their agent Bradly Miller was bound by what was stated under oath. Attorney Cherof replied yes.

Mayor Grant asked if there was further discussion from the board.

Commissioner McCray stated before the vote he wanted to give Mr. Miller a copy of the letter from Ms. Law. Mr. Miller replied he had a copy.

Commissioner Romelus indicated the City could not hold the applicant responsible for all the items listed on the letter from Ms. Law. Commissioner Romelus stated items 3, 4, 5 and 7 were relevant to the discussion. Mayor Grant said item 1 was possible regarding the retention area to the Seacrest scrub to ERM. Commissioner Romelus believes they are already working with Florida Fish and Wildlife. Asked if ERM needed to be included.

Mr. Miller stated the area was needed for the development plan. Mayor Grant stated it cannot be part of the scrub.

No one else coming forward, Public Comments was closed.

### **Motion**

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

City Clerk Pyle called the roll.

### **Vote**

The vote was 4-1 (*Mayor Grant dissenting*)

**10. CITY MANAGER'S REPORT- none**

**11. UNFINISHED BUSINESS- none**

## 12. NEW BUSINESS

- A. **PROPOSED RESOLUTION NO. R18-007** - Approve and ratify the reopened and amended Articles: Group Insurance and Wages of the Collective Bargaining Agreement between the Boynton Beach Fire Fighters and Paramedics, IAFF, Local 1891 and the City of Boynton Beach.

### Motion

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

### Vote

The motion unanimously passed

- B. Mayor Grant requests approval for \$300 of his Community Support Funds to be donated to NAMI Education Courses. The National Alliance of Mental Health.

### Motion

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

### Vote

The motion unanimously passed.

### Item moved from Future Agenda.

- C. Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018**

Mayor Grant indicated they wanted to discuss some options for the February meeting.

Vice Mayor Katz stated he was not trying to get too deeply into the ordinance. He would like to request that it be stipulated when the developers bring potential public art to the Arts Director and the Advisory board, they present a minimum of three options. He understands there may be some cost associated with asking the artist to come up with three options instead of one. Vice Mayor Katz indicated the value of choice outweighs the cost and he believes artist have more than one idea. He wanted to see other choices and options.

Commissioner McCray stated he felt the Art Commission has done a great job. He may not agree with everything, but he wanted to let everything remain as it is. Allow the Art

Commission to make the decision and bring back to the Commission and then take a vote.

Mayor Grant stated in 2015 the Commission passed the amendment to the Resolution. This was because some of the projects did not lead itself to the Art Tax Ordinance. He was not happy the resolution passed, the reason was there were areas which were exempt. He understands having a piece of art on a property no one else sees was not beneficial to the community. He continued 3/10 of one percent was beneficial for the administrative cost. One area which needs help was the ecological and environment. He indicated the City owns vacant lots designated as parks which have not been developed. The City was spending hundreds of thousands of dollars on art he would like to see a portion of that going towards ecological and environmental. Instead of 7/10 of one percent was being required to be spent on art. He stated with all the new development this was a way the City could fund the Eco Park in Quantum and the development of other parks in the City. He would like to ask the board to see if the ordinance could be amended to allow for a portion of the 7/10<sup>th</sup> to be used for the Parks and Recreation as a driver of an ecotourism industry.

Commissioner Casello inquired if the City has a park impact fee which developers pay. Mayor Grant replied only per unit. Commissioner Casello stated there was a park impact fee and the Mayor was asking for a portion of the art fee the developer's pay of the 1% of the total gross, which goes to the art. Mayor Grant stated 7/10 was required to be spent on the art. He stated most of the time the artist was not from Boynton Beach or Palm Beach County. If the City could retain money in the City limits of the 7/10 of 1%. For example the new assisted living facility near Hunters Runs will cost about \$20M. That would be \$200,000 for the Arts Tax, 3/10 was going to the City for Administrative, and 7/10 would be about \$130,000. If they could spend \$30 to \$40 thousand within the City and not just on art he would like to have that option available. He asked instead of just an art tax it would be an art and environmental tax.

Commissioner McCray stated the City has a park impact fee already. He was not in favor of an additional fee.

Mayor Grant stated the development does not pay any money into the park impact fee.

Commissioner McCray stated he does not agree with adding additional fees.

Commissioner Casello said if the artist provided more art options this could be a part of the discussion. He would not have any problem with going with something Mayor Grant was suggesting.

Mayor Grant asked if one of the options would be for a percentage going into the environment.

Vice Mayor Katz stated he does not fundamentally oppose the idea. He does not know if incorporating an additional fee into the arts fee was a good idea. He was not for or against it. He could see it detracting from the Public Arts program. He was not sure at this point if this would be good.

Mayor Grant asked if the Vice Mayor was okay with staff coming in to speak about the options. Vice Mayor Katz stated he was in support to have staff give a presentation.

Commissioner Romelus indicated she would like to have staff make a report. She would be able to make a decision based on staff options. There was nothing wrong with options from the artist. This would help give the Art Commission the flexibility to make decisions which allow more the public engagement for what Vice Mayor Katz proposed.

Mayor Grant indicated for the February meeting would staff bring back three options available for the Arts Commission from the artist. Look into the possibility of having a portion of the arts fee for an environment purposes.

Commissioner McCray asked when the artists bring back three renditions, who would make the decision, the Commission or the Art Commission. Mayor Grant stated the Arts Commission.

Vice Mayor Katz wanted to expand on what was stated. When a piece of property was redeveloped or if something new was being done, the developer begrudges the idea they must dedicate a percentage of the cost to public art on their private property. Was it possible to consider in some way for these developments for redeveloping and none of their property was actually public; there public art was not public. He asked if they could buy out and possibly pay 75%, and that money could go towards the arts budget and any public art or it could go towards parks related projects.

Mayor Grant stated currently 3/10 of the 1% goes to the City Arts Department, 7/10 was required to be spent on the art. He would like 3/10 still go to the Art Department and any art which was not visible to the public that could go to the Parks and Recreation fee. They are not required to spend 7/10 of the 1% on art the public does not see.

Commissioner Casello indicated this only applies on private property. Vice Mayor Katz stated this was his thought.

Mayor Grant said the Commission was not voting on anything in February. He would like to ask staff to bring the options so the Commission could move forward with the Art Tax. The City would tax itself for the City Hall and the Police station. These were not part of any exemptions. If the City wants to spend all 7/10 on art or give the City the options available. He likes the idea of the artist bring up a few renderings to the Arts Commission before the item was commissioned.

Commissioner McCray inquired how the artist brings the rendering.



Lori LaVerriere, City Manager replied it depends on the structure of the process. There was a call to artist which was like an RFP, if there was a theme, they would describe what type of setting so the artist could develop what was appropriate. The difference would affect the call to artist process. The public artist would now submit three ideas instead of one. She thinks that it was that simple.

Commissioner McCray stated if the Art Commission has five artists submitting, then there are options to choose from. He understands this was just for discussion. Commissioner McCray stated he needs to see something in writing.

Ms. LaVerriere indicated she does not know the exact circumstances for the call to artist, but there are other options as well. She explained on the 500 Ocean the developers commissioned the Artist themselves; they had the dollar threshold they had to meet. The Arts Commission approved the artist. Ms. LaVerriere stated there was a cost related to preparing three renditions to the artist.

#### D. The Palm Beach County Housing Authority

Mayor Grant stated there are 75 properties which the housing authority has. Not all of the properties are vacant. There are some properties where tenants are paying rent. He was requesting of the board if they would be supportive of a resolution to sell the properties the Palm Beach County currently hold to a private developer. The vacant lots are put up for sale with either the City, private developers or the CRA can purchase the property.

Commissioner McCray stated he was in support of what was being said. As stated before for the City to have a Resolution would be premature. He stated once the Housing Authority hired a Director they could move forward.

Mayor Grant stated they have an interim Director. Commissioner McCray stated he would like to see a Director not an interim.

Commissioner Casello indicated they could start the dialog. He does not believe they should ask for a Resolution. He stated once a Director was appointed they would be ahead of the curve.

Mayor Grant ask if they could get consensus for City staff to speak with the Interim Executive Director to see what was going on with the properties within the City.

The Commission had consensus.

### 13. LEGAL

- A. **PROPOSED ORDINANCE NO. 17-038 - SECOND READING** - Approve Front Porch Setbacks (CDRV 17-008) - Amending the LAND

DEVELOPMENT REGULATIONS, Chapter 3. Zoning, Article 5. Supplemental Regulations, Section 3.B, to increase the magnitude of encroachment of front porches into the building setbacks. (*heard earlier in the meeting*)

- B. Authorize the Finance Department to reduce the Allowance for Uncollectible Accounts and the Accounts Receivable Accounts by \$409,341.71. This amount reflects unpaid ALS Transportation billings that have been in collections for 12 months or longer.

Commissioner McCray indicated since the beginning of the New Year there has already been one overdose.

Fire Chief Joseph stated these bills the Commission was reviewing were from 2013.

Commissioner McCray inquired as to how many people have insurance. What was the total not being paid to the City for services rendered?

Chief Joseph stated the Fire Department has a very aggressive billing department. Indicated the collection rate was about 80% higher than anyplace in the County or other Cities. Chief Joseph stated the City collects from the patient and the hospital.

Commissioner McCray asked what happened to the 20%. Chief Joseph stated they are uncollectible. Ms. LaVerriere stated the Fire Department has used a collection agency. She stated the Fire Department bills first then it goes to a collection agency.

Fire Chief Joseph explained when a billing is received; the turnaround time was 3-5 days. The Fire Department will send it to the billing company, after internal methods have been exhausted.

Commissioner McCray asked why all funds are not collected. How much does the collection agency retain for the collection of those funds.

Ms. LaVerriere asked how many years does the City attempt to collect? Does the City write off the collection?

Tim Howard, Assistant City Manager stated the collection agency keeps a 12% collection fees. Some of those transports are uninsured or the data the City has was not reliable. The City tries to collect then turns it over to the collection agency. In the future if the person decides to clean up their credit and pay it off the funds will come back to the City. Mr. Howard stated from an accounting standpoint, at the end of every fiscal year the City makes an estimate of what has been determined uncollected from the receivables. Mr. Howard said this was an accounting rule. Historically for account receivable system anything which was outstanding after 12 months the collection may receive about 20 percent, after 18 months the odds of collecting were about 2 or 3%.

Commissioner McCray asked since this was for years back was the City seeing an increase. Mr. Howard indicated there was no increase. The amount has remained steady.

Commissioner Casello said he understood the numbers were 4 years old. It has always been about \$400,000 to \$500,000. He understood the write-offs and the collection agency. He stated there was a new program where the City was increasing the (ALS) transport. Chief Joseph stated that was correct. Commissioner Casello continued the Fire Department was taking more people to the hospital. Chief Joseph stated yes. Can the City expect the numbers to change? This could produce more collectible.

Fire Chief Joseph explained they were using a software package from 2013 to 2014 that delayed the billing process. Since 2014 the new software reduced the billing time. 2014 there are in the old software; going forward from 2015 there should show a decrease. On the transports the total billing in 2016 was \$2.6M. At the end of fiscal year of 2017 the City was at \$3.3M, Chief Joseph stated because of the increase number of transports the City has seen an increase in the receivables.

Commissioner Casello asked if the Chief has a number of the transports, was there a negative number which was uncollected.

Fire Chief Joseph said they are processing those numbers. Based on past practice he was expecting about \$2.8M based on previous numbers. This was the end of the fiscal year.

Commissioner Casello stated the transports would be a revenue generator.

Chief Joseph stated the return pattern continues to be the same, about 80% should see a significant increase in revenue from the additional transport.

Commissioner Casello stated the City would see an increase in the revenue. Will the City also see an increase in the uncollectable? Chief Joseph indicated he believes there should be a decrease in uncollectible.

Commissioner Casello asked was this because of the new software program. Chief Joseph responded it was due to the software program, the Affordable Health Care Act, more people have insurance.

Commissioner Casello asked if the Fire Department could take credit cards. Fire Chief Joseph stated they take credit cards but not on scene. Commissioner Casello asked if this was something which could be done. Chief Joseph indicated this would be a liability.

Vice Mayor Katz said the City services are superior to the private sector. The Fire Department was able to do more versus employees of an ambulance service.

Chief Joseph stated the City has some highly trained professionals. He said the City response return pulse was 30%. Everywhere else in the county was 17% to 25%, the City has better technology, good training and good leadership.

Commissioner McCray stated the private sector only transport non-emergency.

Mayor Grant requested a motion.

### **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion.

### **Vote**

The motion unanimously passed.

Commissioner McCray wanted to thank Eleanor Krusell for the calendar.

## **14. FUTURE AGENDA ITEMS**

- A. Quarterly report on red light camera program (Oct 2017-Dec 2017) - **January 2018**
- B. Quarterly report on gov't surtax fund (Oct 2017-Dec 2017) - **January 2018**
- C. Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018** (*discussed earlier in the meeting*)
- D. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
  - Nichols Property
  - Rolling Green
  - Girl Scout Park
- E. Staff to review PBC Ordinance on Panhandlers - **TBD**
- F. Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways - **TBD**
- G. **PROPOSED ORDINANCE NO. 17-021 - SECOND READING** - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. (*First Reading*)



*approved 8/15, Second Reading to coincide with approval of the Master Plan)*

**PROPOSED ORDINANCE NO. 17-022 - SECOND READING** - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). *(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)*

## 15. ADJOURNMENT

### Motion

There being no further business to discuss, Commissioner Romelus moved to adjourn. Commissioner McCray seconded the motion.

### Vote

The motion unanimously passed. The meeting was adjourned at 8:18 p.m.

*Continued on next page*

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Mayor - Steven B. Grant

\_\_\_\_\_  
Vice Mayor - Justin Katz

\_\_\_\_\_  
Commissioner - Mack McCray

\_\_\_\_\_  
Commissioner - Christina Romelus

\_\_\_\_\_  
Commissioner - Joe Casello

ATTEST

\_\_\_\_\_  
Judith A. Pyle, CMC  
City Clerk

\_\_\_\_\_  
Queenester Nieves  
Deputy City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Accept Surtax Capital Project Status Report for first quarter of FY 2018 - October thru December 2017

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**EXPLANATION OF REQUEST:**

For FY 17/18 there are many projects in the City's Capital Improvement Program funded with the taxpayer approved local government surtax funds. As a result, it is staff's intent to provide periodic status reports to the City Commission and the public in general. This is the first such report. Staff has captured all projects funded by surtax dollars. The format is simple and provides an overview of staff implementation actions.

Please keep in mind that we are only three months into the fiscal year. Thus, work on many projects has not yet begun. Yet, we are optimistic that all work will be completed this fiscal year.

Thru December 2017 the City has awarded approximately \$977,000 worth of work from the surtax funds. The majority of this has been for street paving, striping and sidewalks for approximately \$637,000.

Of the \$977,000, \$278,700 was awarded to companies in Boynton Beach.

As staff moves forward with projects they will be encouraging local vendors to participate in the bid/quote process.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** N/A

**FISCAL IMPACT:** Budgeted  
Projects are budgeted

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Dec 2017 Quarterly Summary
<input type="checkbox"/> Attachment	FY 17-18 Streets & Sidewalks projects
<input type="checkbox"/> Attachment	FY 17-18 Projects without Streets



# **LOCAL GOVERNMENT SURTAX CAPITAL FUND SUMMARY**

## **Fiscal Year 2016-2017 Activity**

Commission approved R17-023 on February 21, 2017 approving FY16/17 Budget

Estimated Revenues	3,200,000.00
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Sidewalks	1,150,000.00
ADA Sidewalks	450,000.00
Street Improvement	1,500,000.00
Oyer Parking Lot Reseal	100,000.00

Estimated Revenues	3,200,000.00
Revenue thru 9/30/17	(3,177,508.33)

Street Improvements approved for Approved 8/1/17 All County Paving of Delray Beach - Restriping	1,500,000.00  (175,685.91)	Utilizing City of WPB Paving Contract #16393
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## **Fiscal Year 2017-2018 Activity**

Approved 9/19/17 Cobra Construction Rehabilitation of sidewalks	(150,308.00)	3 Quotes - Local Business
Approved 9/19/17 Paving Lady Rehabilitation of sidewalks	(19,800.00)	3 Quotes - Local Business
Approved 10/17/17 All County Paving of Delray Beach-Rehab of Commerce Dr	(98,285.00)	Utilizing City of WPB Paving Contract #16393
Approved 11/7/17 All County Paving of Delray Beach-Restriping of streets	(84,515.61)	Utilizing City of WPB Paving Contract #16393
Approved 11/7/17 Transource Svcs Corp IT Projects	(113,526.14)	Utilizing State of FL contract
Approved 11/7/17 STEPcg IT Projects	(36,268.26)	Utilizing State of FL contract
Approved 11/21/17 Paving Lady Paving projects	(108,584.00)	3 Quotes - Local Business
Approved 12/5/17 Dell Marketing Dell workstations & Monitors	(63,983.94)	Utilizing State of FL contract
Purchase order 11/2/17 Hartzell Painting Paint restroom ext Oyer Park	(4,785.00)	Utilize City of Miami contract
Purchase order 12/8/17 Bliss Products Playground equipment-Meadows Park	(74,704.83)	Utilize Clay County contract
Purchase order 12/26/17 Homrich Corp Removal poles and sails Oceanfront Pk	(29,700.00)	3 Quotes
Purchase order 12/27/17 Talley Walker Svcs-Window Repl Oyer Pk Coast Grd	(16,915.00)	3 Quotes
	<hr/> (801,375.78)	

**CITY OF BOYNTON BEACH**  
**FY 2017-18 ADOPTED BUDGET**  
**LOCAL GOVERNMENT SURTAX FUNDS**

Account Number Fund-Location- Exp	Project	PROJECT NAME	FY 2016 - 2017 thru 9/30/2017			FY 2017/18	FY 2017/18	FY 2017/18
	Number		Budget Adjustment	Expenditure s	Available Budget	Brought Forward	Awarded	Paid
303-4211-572.62-0	RP1852	Oyer Park - Parking Lot Resealing	100,000		\$ 100,000	\$ 100,000	\$ -	\$ -
	TOTAL RECREATION AND PARKS PROJECTS		\$ 100,000	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -
303-4904-541.63-24	CP0263	Sidewalks - Replacement	1,150,000		\$ 1,150,000	\$ 650,000	\$ 170,108	\$ 69,925
303-4904-541.63.03	TR1701	Sidewalks Ramp - ADA (estimate)	450,000		\$ 450,000	\$ 400,000	\$ -	\$ -
303-4905-580.63-03	CP0266	Street Maintenance/Impv.	1,500,000	175,686	\$ 1,324,314	\$ 1,700,000	\$ 291,385	\$ -
FUND 303	TOTAL TRANSPORTATION/ROADWAY PROJECTS		\$ 3,100,000	\$ 175,686	\$ 2,924,314	\$ 2,750,000	\$ 461,493	\$ 69,925
GRAND TOTAL			\$ 3,200,000	\$ 175,686	\$ 3,024,314	\$ 2,850,000	\$ 461,493	\$ 69,925

**CITY OF BOYNTON BEACH**  
**FY 2017-18 ADOPTED CIP BUDGET**  
**GOVERNMENT SURTAX FUNDS**

Account Number Fund-Location- Exp	Project Number	PROJECT NAME	FY 2017/18 Adopted	FY 2017/18 Awarded	FY 2017/18 Paid	Comments
303-4103-580.63-15	GG1801	Boynton Beach Blvd Extension - Landscaping & Irrigation	40,000			
303-4103-580.63-15	GG1802	Boynton Beach Blvd (East of Fed. Hwy) - Planters Box Repairs	75,000			
303-4107-573.62-01	GG1804	Children's Museum - Painting Exterior & Soffit Repair	35,000			
303-4205-580.62-01	GG1820	Citywide Recreation and Parks Entry Signs	226,000			
303-4130-580.62-01	GG1821	Head Start Center – Seal coat parking lot	10,000			
303-4130-580.62-03	GG1822	Head Start Center – Seal coat parking lot ADA	4,000			
303-4101-580.62-01	CP0703	General Government - Carpet Replacement	20,000			
303-4125-580.62-03	GG1833	Pistol Range ADA*	6,784			
303-4116-580.62-01	GG1834	Public Works Complex Painting	43,000			
303-4116-580.62-01	GG1835	Public Works Compound – Sealcoat parking lot	9,000			
303-4116-580.62-03	GG1836	Public Works Compound – Parking Lot ADA	11,000			
303-4116-580.62-01	GG1837	Public Works Compound – Paint fuel tanks	4,000			
303-4116-580.62-01	GG1838	Public Works Compound – Fleet Maintenance bay painting	50,000			
303-4116-580.62-03	GG1840	Public Works Compound – ADA*	25,863			
303-4116-580.62-01	GG1841	Public Works Compound – Drainage	20,000			
303-4116-580.62-03	GG1842	Public Works Compound – Planning & Design	100,000			
		<b>TOTAL GENERAL GOVERNMENT PROJECTS</b>	<b>\$ 679,647</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
303-4106-572.64-18		Art Center CU-1 HVAC Replacement (Jul-30) (20250)	10,000			
303-4234-572.64-18	GG1841	Boynton Mausoleum - RTU-1 HVAC Replacement	10,000			
303-4209-572.64-18	GG1859	Ezell Hester AHU-6 (Small Room) HVAC Replacement ()	5,400			
303-4209-572.64-18	GG1860	Ezell Hester Center - RTU-1 HVAC Replacement	41,000			
303-4209-572.64-18	GG1861	Ezell Hester Center - RTU-2 HVAC Replacement	41,000			
303-4209-572.64-18	GG1862	Ezell Hester Center - RTU-3 HVAC Replacement	6,800			
303-4209-572.64-18	GG1863	Ezell Hester Center - AHU-5a HVAC Replacement	21,000			
303-4209-572.64-18	GG1864	Ezell Hester Center - CU-1 HVAC Replacement	6,800			
303-4127-522.64-18	GG1868	Fire Station 3 - HVAC Replacement	54,000			
303-4128-522.64-18	GG1869	Fire Station 4 - HVAC Replacement	8,000			
303-4119-580.64-18	GG1870	Police Dept. 2 (FS 2) RTU-1 HVAC Replacement	10,250			
303-4116-580.64-18	GG1871	Public Works AHU-2 - HVAC Replacement	3,400			
303-4116-580.64-18	GG1872	Public Works BU-1 - HVAC Replacement	4,100			
		<b>TOTAL GOVERNMENT HVAC PROJECTS</b>	<b>\$ 221,750</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
303-4101-580.64-18	RP1801	Pence Park - Paint Roof of Bathroom Bldg	5,500			
303-4101-580.64-18	RP1802	Oceanfront Park - paint-roof Pavilions, Bathrooms, Life Bldg	5,500			
303-4101-580.64-18	RP1803	Boynton Lakes Park - Repaint Roof Pavilion	3,500			
		<b>TOTAL GOVERNMENT ROOFING PROJECTS</b>	<b>\$ 14,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
303-4234-572.62-01	RP1805	Barton Park - Replace Monument Sign & Paint Restroom	5,000			
303-4238-572.63-00	RP1604	Betty Thomas Neighborhood Park - Basketball Markings	2,000			
303-4238-572.62-03	RP1604	Betty Thomas Neighborhood Park - Basketball Markings ADA	3,700			
303-4238-572.62-03	RP1807	Bicentennial (Dewey) Park - ADA*	2,558			
303-4236-572.64-04	RP1808	Boynton Lakes Park - Parking Lot Seal Coat	5,000			
303-4236-572.64-04	RP1809	Boynton Lakes Park - Park Furnishing	15,000			
303-4236-572.64-04	RP1810	Boynton Lakes Park - Playground Equipment & Gazebo Painting	75,000			
303-4236-572.64-03	RP1811	Boynton Lakes Park - Playground Equip & Gazebo Painting ADA	9,000			
303-4234-572.62-03	RP1812	Boynton Beach Memorial Park (Cemetery) - ADA*	29,145			
303-4113-572.62-01	RP1804	Carolyn Sims Center and Denson Pool - Paint exterior	45,000			
303-4113-572.63-05	RP1814	Carolyn Sims Center –Paint Pavilion and table	10,000			
303-4214-572.62-01	RP1815	Denson Pool - Fence and Wall Repair	40,000			
303-4241-572.62-01	RP1809	Edward Harmening Arbor Park - ADA*	3,756			
303-4209-572.64-02	RP1810	Hester Center - Park Furnishing	15,000			
303-4209-572.63-05	RP1614	Hester Center – Pavilion Pathway Repair	8,000			
303-4209-572.62-01	RP1642	Hester Center Building – Lobby Renovation Architect Services	30,000			

**CITY OF BOYNTON BEACH**  
**FY 2017-18 ADOPTED CIP BUDGET**  
**CITY OF BOYNTON BEACH CAPITAL IMPROVEMENT PROGRAM FY 2017/18**

Account Number Fund-Location- Exp	Project Number	PROJECT NAME	FY 2017/18 Adopted	FY 2017/18 Awarded	FY 2017/18 Paid	Comments
303-4209-572.63-05	RP1811	Hester Center Ball fields – Paint pavilion	5,000			
303-4209-572.63-15	RP1812	Hester Center - Irrigation Lines	320,000			
303-4209-572.63-05	RP1813	Hester Center – Playground Restroom Painting	6,000			
303-4209-572.63-05	RP1814	Hester Center – Scrub Fence	60,000			
303-4209-572.63-05	RP1815	Hester Center – Accessible route from Center to Park	8,000			
303-4209-572.63-05	RP1816	Hester Center – Multi Purpose Field	50,000			
303-4209-572.63-05	RP1817	Hester Center – Wood Pavilion Painting and roofing	8,000			
303-4209-572.62-03	RP1818	Hester Center – Wood Pavilion Painting and roofing ADA	500			
303-4299-572.62-03	RP1819	Heritage Park - ADA*	858			
303-4223-572.62-01		Intracoastal Park - Audio/Visual Upgrades	10,000			
303-4223-572.62-01	RP1820	Intracoastal Park - Carpet Replacement	5,000			
303-4223-572.62-01	RP1821	Intracoastal Park - Intracoastal Parking Lot Resealing	45,000			
303-4223-572.62-01	RP1822	Intracoastal Park – Refurbish restrooms	50,000			
303-4223-572.62-03	RP1823	Intracoastal Park – Refurbish restrooms ADA	25,000			
303-4235-572.63-50	RP1824	Jaycee Park - Interpretive Art	10,000			
303-4235-572.62-01	RP1825	Jaycee Park - Restroom Building Exterior Painting	12,000			
303-4235-572.62-01	RP1826	Jaycee Park - Park Furnishings	10,000			
303-4235-572.62-01	RP1827	Jaycee Park - Parking Lot Resealing	5,000			
303-4235-572.62-01	RP1828	Jaycee Park –Paint Pavilions	7,000			
303-4235-572.62-01	RP1829	Jaycee Park –Pour In Place repair	20,000			
303-4237-572.62-01	RP1830	Knollwood Park – Parking Lot	3,000			
303-4231-572.63-05	RP1831	Laurel Hills Park - Basketball Court Restoration	8,000			
303-4227-572.62-01	RP1833	Mangrove Park - Flooring	7,500			
303-4227-572.63-05	RP1835	Mangrove Park – Fence Repair	8,000			
303-4227-572.63-05	RP1836	Mangrove Park – Bench replacement	3,000			
303-4227-572.63-05	RP1837	Mangrove Park – Interpretive markers	10,000			
303-4227-572.63-05	RP1838	Mangrove Park – Refurbish Restrooms	6,000			
303-4227-572.62-03	RP1839	Mangrove Park – Refurbish Restrooms ADA	7,000			
303-4227-572.63-05	RP1840	Mangrove Park – benches and cans	8,000			
303-4227-572.63-03	RP1841	Mangrove Walk at the Marina - ADA*	9,438			
303-4216-572.62-01	RP1842	Meadows Park - Restroom Building Exterior Painting	6,000			
303-4216-572.63-05	RP1843	Meadows Park - Fitness Trail Equipment	20,000			
303-4216-572.63-05	RP1844	Meadows Park - Park Furnishings	30,000			
303-4216-572.63-05	RP1845	Meadows Park - Pathways/Sidewalks Repair	75,000			
303-4216-572.63-05	RP1846	Meadows Park - Tennis Courts Fencing	12,000			
303-4216-572.63-05	RP1847	Meadows Park – Parking Lot Sealcoat	16,000			
303-4216-572.62-01	RP1912	Meadows Park – Restroom Refurbishment	15,000			
303-4216-572.63-05	RP1848	Meadows Park – Playground Equipment	95,000	74,705		
303-4216-572.62-03	RP1848	Meadows Park – Playground Equipment ADA	16,000			
303-4210-572.62-01	RP1849	Oceanfront Park - Parking Lot Lights	30,000			

**CITY OF BOYNTON BEACH**  
**FY 2017-18 ADOPTED CIP BUDGET**  
**CITY OF BOYNTON BEACH CAPITAL IMPROVEMENT PROGRAM FY 2017/18**

Account Number Fund-Location- Exp	Project Number	PROJECT NAME	FY 2017/18 Adopted	FY 2017/18 Awarded	FY 2017/18 Paid	Comments
303-4210-572.62-01	RP1854	Oceanfront Park - Solar at Oceanfront <b>Pole and sail removal</b>	70,000	29,700		
303-4210-572.62-01	RP2021	Oceanfront Park - Stair & Retaining Wall	40,000			
303-4210-572.62-01	RP1920	Oceanfront Park - Playground Master Plan Design	75,000			
303-4210-572.62-01	RP1850	Oceanfront Park – Sealcoat parking lot	60,000			
303-4210-572.62-03	RP1850	Oceanfront Park – Sealcoat parking lot ADA	7,000			
303-4210-572.62-01	RP1851	Oceanfront Park – Asphalt pathway	35,000			
303-4210-572.62-01	RP2024	Oceanfront Park – Center Shade Sails and poles refurb	75,000			
303-4210-572.63-05	RP1853	Oceanfront Park – Playground replacement	25,000			
303-4211-572.63-05	RP1855	Oyer Park - Shade Sails	15,000			
303-4211-572.62-01	RP1856	Oyer Park – Coast Guard Bldg. Entry Repair	30,000			
303-4211-572.62-01	RP1857	Oyer Park – Coast Guard Bldg. and pavilion painting	14,000			
303-4211-572.62-03	RP1858	Oyer Park – Coast Guard Bldg. and pavilion painting ADA	2,000			
303-4211-572.62-01	RP1859	Oyer Park – Coast Guard Bldg. window replacement	7,000			
303-4211-572.62-03	RP1860	Oyer Park – Coast Guard Bldg. window replacement ADA	7,000			
303-4211-572.62-01	RP1861	Oyer Park – Park Ramp Assessment	25,000			
303-4211-572.62-01	RP1856	Oyer Park – New Dumpster Enclosure	15,000			
303-4211-572.62-01	RP1857	Oyer Park – Paint Restroom Exterior	5,000	4,785		
303-4232-572.62-03	RP1858	Palmetto Greens Linear Park – Playground ADA	4,000			
303-4232-572.62-03	RP1859	Palmetto Greens Linear Pk – Replace/maintain Picnic tables ADA	5,000	16,915		
303-4232-572.62-01	RP1860	Palmetto Greens Linear Park – Overlay internal park path	8,000			
303-4232-572.62-03	RP1860	Palmetto Greens Linear Park – Overlay internal park path ADA	4,000			
303-4232-572.62-01	RP1635	Palmetto Greens Linear Park – Restroom Refurbishment	8,000			
303-4232-572.62-03	RP1635	Palmetto Greens Linear Park – Restroom Refurbishment ADA	10,000			
303-4232-572.63-05	RP1636	Palmetto Greens Linear Park – Parking Lot Sealcoat	6,000			
303-4232-572.62-03	RP1636	Palmetto Greens Linear Park – Parking Lot Sealcoat ADA	7,000			
303-4115-572.64-02	RP1861	Pence Park - Park Furnishings	6,000			
303-4115-572.62-01	RP1862	Pence Park – Paint Restroom exterior	5,000			
303-4115-572.62-03	RP1863	Pence Park – Parking Spaces, new ADA	5,000			
303-4217-572.63-05	RP1864	Pioneer Canal Park - Fishing Pier Repair	8,000			
303-4217-572.62-03	RP1864	Pioneer Canal Park – Fishing Pier Path ADA	8,000			
303-4217-572.63-05	RP1865	Pioneer Canal Park - Tennis Court Fencing	15,000			
303-4217-572.63-05	RP1866	Pioneer Canal Park – Basketball and Tennis Courts	16,000			
303-4217-572.62-03	RP1866	Pioneer Canal Park – Basketball and Tennis Courts ADA	18,000			
303-4217-572.64-04	RP1867	Pioneer Canal Park – Can, Benches and Grills	10,000			
303-4217-572.62-03	RP1868	Pioneer Canal Park – Refurbish Volleyball court ADA	14,000			
303-4217-572.62-01	RP1869	Pioneer Canal Park – Restroom Refurbishment	13,000			
303-4217-572.62-03	RP1869	Pioneer Canal Park – Restroom ADA	16,000			
303-4218-572.63-05	RP1871	Sara Sims Park - Park Furnishings	9,000			
303-4218-572.63-05	RP1873	Sara Sims Park Irrigation Upgrade	150,000			
	RP18xx	Sara Sims Fence	300,000			
303-4218-572.63-05	RP1874	Sara Sims Park Parking Lot	40,000			
303-4218-572.62-03	RP1874	Sara Sims Park Parking Lot ADA	7,000			
303-4218-572.63-05	RP1875	Sara Sims Park Pavilion	40,000			
303-4218-572.62-03	RP2027	Sara Sims Park - ADA*	30,198			
303-4218-572.63-05	RP1876	Sara Sims Park - Resodding	200,000			
303-4111-572.62-01	RP1877	Senior Center - Flooring	38,000			
303-4111-572.62-01	RP1878	Senior Center - Patio & Awning Repairs	8,000			
303-4212-572.63-05	RP1879	Tennis Center – Parking Lot Sealcoat	30,000			
303-4212-572.62-03	RP1879	Tennis Center – Parking Lot Sealcoat ADA	5,000			
303-4212-572.63-05	RP1880	Tennis Center – Parking Lot Median Upgrade	48,000			



**CITY OF BOYNTON BEACH**  
**FY 2017-18 ADOPTED CIP BUDGET**  
**CITY OF BOYNTON BEACH CAPITAL IMPROVEMENT PROGRAM FY 2017/18**

Account Number Fund-Location- Exp	Project Number	PROJECT NAME	FY 2017/18 Adopted	FY 2017/18 Awarded	FY 2017/18 Paid	Comments
303-4212-572.62.01	RP1881	Tennis Center – Entry Sign	3,000			
303-4299-572.62.01	RP1882	Veterans Park - ADA*	1,072			
		<b>TOTAL RECREATION AND PARKS PROJECTS</b>	<b>\$ 2,942,725</b>	<b>\$ 126,105</b>	<b>\$ -</b>	<b>\$ -</b>
303-4101-522.62-01	FA1802	Fire Station 2 & 4 - Kitchen Renovations	80,000			
303-4126-522.64-18	FA1803	Fire Station #2 - Women Restroom Repair	25,000			
303-4127-522.64-18	FA1804	Fire Station #3 - Concrete Apron Expansion	15,000			
303-4127-522.64-18	FA1901	Fire Station #3 - Bunk Area Restrooms Renovation				
303-4127-522.63-15	FA1803	Fire Station #3 - Parking Lot Resealing	30,000			
303-4127-522.62-01	FA1805	Fire Station #3 – Apparatus bay ceiling	30,000			
303-4127-522.62-01	FA2004	Fire Station #3 – Apparatus Bay Renovation				
303-4127-522.62-01	FA2005	Fire Station #3 – Parking Lot Lighting				
303-4127-522.62-01	FA1806	Fire Station #3 – Community Room Ceiling Repl and Security	30,000			
303-4127-522.62-01	FA1806	Fire Station #3 – Community Room Soffits and Lighting	30,000			
303-4127-522.62-01	FA1807	Fire Station #3 – Sealcoat parking lot	23,000			
303-4129-522.62-01	FA1808	Fire Station #5 – Pressure Wash & Patch Exterior	30,000			
		<b>TOTAL PUBLIC SAFETY PROJECTS</b>	<b>\$ 293,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
303-4101-580.64-15	IT1802	Wi-Fi Expansion (City Wide)	12,000			
303-4101-580.64-14	IT1803	Network Circuit Certifier	12,000			
303-4101-580.64-15	IT1804	Campus Communications Fiber Replacement	55,000			
303-4101-580.64-15	IT1805	Exagrid Backup Appliance	45,000	43,193	11,698	
303-4101-580.64-15	IT1806	Replace Storage SAN at Disaster Recovery Site	50,000	45,503	737	
303-4101-580.64-15	IT1807	Enterprise Video Surveillance System	0			
303-4129-580.64-15	IT1808	Fire Station 5 Wi-Fi Replacement	20,000			
303-4101-580.64-14	IT1809	Anti-Virus Replacement	25,000			
303-4101-580.64-15	IT1811	PC Replacement	64,000	63,984		
303-4101-580.64-15	IT1812	PC Replacement - Utilities	20,000			
303-4101-580.64-15	IT1813	Server Replacement	45,000	41,739		
303-4101-580.64-15	IT1814	VSP7000 Switch - Data Center	20,000	19,359	19,359	
303-4101-580.64-15	IT1816	Network Infrastructure Replacement - SCADA - Utilities	20,000			
303-4101-580.64-15	IT1817	SAN Storage Replacement - SCADA - Utilities	50,000			
303-4101-580.64-15	IT1818	Server Replacement (SCADA) - Utilities	25,000			
		<b>TOTAL INFORMATION TECHNOLOGY PROJECTS</b>	<b>\$ 463,000</b>	<b>\$ 213,778</b>	<b>\$ 31,794</b>	<b>\$ -</b>
<b>CIP GRAND TOTAL</b>			<b>\$ 4,614,622</b>	<b>\$ 339,883</b>	<b>\$ 31,794</b>	<b>\$ -</b>



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Accept quarterly report on red light camera program (Oct 2017-Dec 2017)

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**EXPLANATION OF REQUEST:**

The commission has requested a quarterly report on the red light camera program. The attached charts shows the total violations by location for the period 9/1/17 - 12/12/17.

9/1/17 - 12/12/17 - 1,317 Warnings were issued  
7,705 Notice of Violations were issued  
9,022 Total

9/1/16 - 12/12/16 - 6,144 Notice of Violations were issued

47% increase from the 6,144 in 2016 to 9,022 in 2017.

The fine is \$158 per violation, the City remits \$83 per violation to the State of Florida and retains \$75 per violation to administer the program.

The costs for the program for the time period October - December 2017 were:

Personnel	\$ 41,683
Operating	19,263
Camera Lease Pymts	191,250
Transfer to Gen Fund	<u>25,000</u>
Qtr total	\$277,196

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:** Budgeted

**ALTERNATIVES:** None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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Is this a grant? No

Grant Amount:

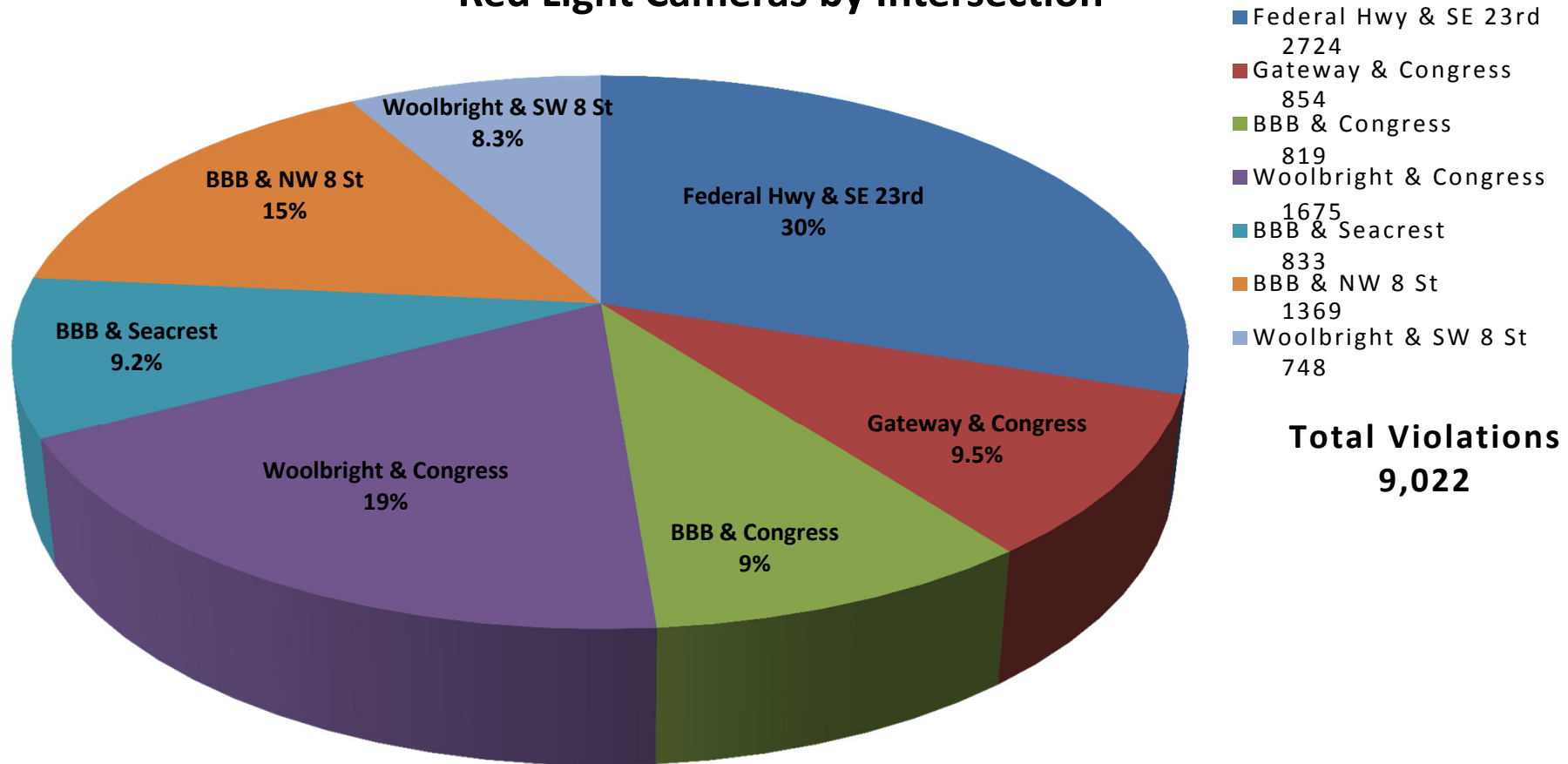
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**ATTACHMENTS:**

Type	Description
 Attachment	Qtr Statistics Red Light Camera Oct-Dec 2017

Total Violations Issued  
9/1/17 - 12/12/17  
by Location

## Red Light Cameras by Intersection



9/1/16 - 12/12/16 - Total NOV's issued - 6144

9/1/17 - 12/12/17 - Warnings = 1317 NOV's = 7705

Total Warnings and NOV's issued - 9022

**47% INCREASE ↑**

from 2016 to 2017



## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Commissioner Romelus requested discussion relating to her recent appointment of a regular member of the Planning and Development Board as an alternate member of the new 2018 Board.

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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:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Authorize City Attorney to file request with Florida Supreme Court to file Amicus Curiae in support of City of Pembroke Pines.

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### **EXPLANATION OF REQUEST:**

The City of Pembroke Pines is appealing to the Florida Supreme Court a recent decision from the Fourth District Court of Appeal that found that the City was obligated to provide water service to a property within an adjoining municipality based upon its previous conduct, including constructing water facilities in the area and without the formal approval of the City's governing body. Previous court decisions have held that a municipal water utility may be compelled to provide water in unincorporated areas through a course of conduct expressing its intent to do so. However, unlike for unincorporated areas, Florida statutes do not permit the establishment of a service area within other municipalities.

In the Pembroke Pines case, the City had installed water utility facilities to its border in the area of the property in question when the area was unincorporated. The area later became incorporated into a neighboring municipality. When the use of the property changed to a proposed privately operated immigration processing facility, the City Commission filed an action to determine whether it had a duty to provide water service for this use on property within a neighboring municipality. The appellate court found that it did, notwithstanding the lack of a contract or approval by the governing body of the City of Pembroke Pines.

The recent appellate decision expanded the exception from previous cases relating to providing services in unincorporated areas and now a municipality may be compelled to provide water services to properties within adjoining municipalities without any contracts or approvals by a governing body because of a previous course of conduct by the municipal utility provider.

### **HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

The City operates a water utility and has an authorized water service area in neighboring unincorporated areas within which the City Commission has endorsed the policy of providing water. The appellate court decision may be viewed as intruding on the City Commission's future discretion on providing water beyond its currently established service areas, and within adjoining municipalities. It may be viewed as restricting the ability for the City Commission to change policy and decide that providing water to a particular property within an adjoining municipality is not in the City's best interest.

**FISCAL IMPACT:** Non-budgeted Currently, the request is for authority to file a notice of intent to file an amicus brief in support of the City of Pembroke Pines. This will be done at no cost to the City of Boynton Beach. Should the Florida Supreme Court accept jurisdiction and permit the City of Boynton Beach to file an amicus brief, if at that time there would be a cost to the City of Boynton Beach, the City Attorney's Office would return to the City Commission for direction on how to proceed.

**ALTERNATIVES:** Do not request to participate in the pending Florida Supreme Court appeal.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Approve the request of Commissioner 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 2017/18 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:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Communit Funds Request Form

## EXHIBIT "A"

# COMMUNITY SUPPORT FUNDS REQUEST FORM

## Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 1/12/18  
 Requested by Mayor/Commissioner: Comm. McCray  
 Amount Requested: \$ 500.00  
 Recipient/Payee: Robert F Wells Found.  
 Description of project, program, or activity to be funded: Robert F Wells  
Celebration by Robert F Wells  
Foundation.

## Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is \$ 2,000.

The balance of funds available for the requesting Member of the Commission is \$ 1,000.

Accordingly:

- ☒ There are funds available as requested  
☐ There are insufficient funds available as requested

Dated: 1/16/18

By: [Signature]  
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: 1/16/18

By: [Signature]  
Requesting Member of the City Commission



## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-012** - A resolution of the City of Boynton Beach opposing legislative efforts to impede the constitutional right Florida's citizens have to govern themselves under Municipal Home Rule Powers.

---

**EXPLANATION OF REQUEST:**

The Florida League of Cities has taken a stand to oppose legislative efforts to impede the constitutional right Floridians have enjoyed for nearly 50 years to govern themselves under municipal Home Rule powers. The league also opposes the Legislature's persistent intrusion into local finances, which are necessary to provide financial stability and essential services uniquely required by municipal residents and local business.

The Board of Directors of the Palm Beach County League of Cities has requested that the governing bodies of Cities/Villages/Towns consider adopting a resolution that supports home rule and opposes legislation that would limit or interfere with municipal authorities.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** If adopted the resolution will be forwarded to the local League of Cities office and to the PBC Legislative Delegation office.

**FISCAL IMPACT:** None

**ALTERNATIVES:** Do not pass resolution

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution supporting Home Rule Powers
▣ Attachment	FLC Issue Briefs

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**WHEREAS**, it is the expressed will of the voters of Florida to have the right to govern themselves under municipal Home Rule powers; and

**WHEREAS**, Floridians have possessed this constitutional right of local self-government for nearly 50 years; and

**WHEREAS**, as the only form of voluntary government, Florida’s municipalities are the embodiment of the Florida Constitution’s right of local self-government; and

**WHEREAS**, municipal Home Rule powers include all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions and render municipal services for the unique benefit of the people who live and work within a municipality; and

**WHEREAS**, Floridians exercise their Home Rule powers by voting to incorporate and be governed under a municipal form of government for a variety of reasons, including increased services, a unique business and residential environment, and greater voice in how their government is run; and

**WHEREAS**, municipal citizens further exercise their Home Rule powers by voting on a charter that specifies the desired form, functions and powers of their municipal government; and

34           **WHEREAS**, Floridians' constitutional right to govern themselves locally, under  
35 municipal Home Rule powers and pursuant to their adopted municipal charters, is being  
36 increasingly eroded and limited by actions of the Florida Legislature; and

37           **WHEREAS**, these actions of the Florida Legislature take power away from Florida  
38 citizens to ensure their chosen municipal government provides their desired level of services,  
39 offers their desired quality of life and otherwise meets their needs in a timely and effective  
40 manner; and

41           **WHEREAS**, municipalities are authorized by the Florida Constitution and by general  
42 law to levy ad valorem and other forms of local taxation, and are further authorized by general  
43 law and their Home Rule powers to impose special assessments and fees; and

44           **WHEREAS**, municipal residents and local businesses pay local taxes, assessments and  
45 fees for the specific purpose of obtaining and enhancing their desired level of municipal services  
46 and amenities; and

47           **WHEREAS**, intrusion from the Florida Legislature into municipal finances prohibits  
48 elected municipal leaders from meeting the expectations of their residents and local businesses  
49 that local revenues will be used as intended; and

50           **WHEREAS**, the Florida League of Cities has included the protection of local self-  
51 government under municipal Home Rule powers as one of its 2018 Legislative Priorities..

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

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

57           Section 2.     The City Commission of the City of Boynton Beach urges all members  
58 of the Florida Legislature to oppose legislation that limits Floridians' constitutional right to  
59 govern themselves under municipal Home Rule Powers.

60           Section 3.     The City Commission of the City of Boynton Beach urges all members  
61 of the Florida Legislature to oppose legislation that would interfere with or intrude into  
62 municipal finances.

63           Section 4.     The City Administration is directed to transmit a certified copy of this  
64 Resolution to the Florida League of Cities, the Palm Beach County Legislative Delegation and  
65 any other interested parties.

66

68            Section 5.       This Resolution will become effective immediately upon passage.

69 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

70 CITY OF BOYNTON BEACH, FLORIDA

71			
72		YES	NO
73			
74	Mayor – Steven B. Grant	_____	_____
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76	Vice Mayor – Justin Katz	_____	_____
77			
78	Commissioner – Mack McCray	_____	_____
79			
80	Commissioner – Christina L. Romelus	_____	_____
81			
82	Commissioner – Joe Casello		

84  
85 VOTE \_\_\_\_\_

86      ATTEST:

89  
90 Judith A. Pyle, CMC  
91 City Clerk

95 (City Seal)



## Local Self-Government

### Priority Statement:

The Florida League of Cities seeks to strengthen and protect the fundamental concept of local self-government, and will **OPPOSE** legislative efforts to impede the constitutional right Floridians have enjoyed for nearly 50 years to govern themselves under municipal Home Rule powers. Additionally, the Florida League of Cities **OPPOSES** the Legislature's persistent intrusion into local finances, which are necessary to provide financial stability and essential services uniquely required by municipal residents and local businesses.

### Background:

In Florida, local self-government is not a gift of the state Legislature...it is the expressed will of the people. It was added to the Florida Constitution nearly 50 years ago by a statewide vote of the electorate. Floridians voted to empower themselves with the right of local self-government, or Home Rule. As the only form of voluntary government, Florida's municipalities are the embodiment of this right.

A city is created by its citizens for a variety of reasons, including increased services, a desirable business or residential environment, and more voice in how their government is run. Florida law specifies the standards for the formation of a municipality. The multi-step process is not an easy one, and it should not be. The process takes commitment, tenacity and hard work of residents who volunteer their time for the cause. Local citizens take the first step by having a feasibility study to determine if the community should incorporate, and they develop a charter that specifies the form, functions and power of their proposed city government. These steps can take a year or more to complete.

Next, the proposal is presented to the Legislature for a review of whether it meets statutory requirements for incorporation. Following a successful review, the proposed charter is adopted by a special act of the Legislature. The final step must be taken by local citizens: approval of the incorporation and charter by voters in a local referendum.

Home Rule authorizes the governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services. At its core, Home Rule is demonstrated by the level of services provided within a municipality and, to a much lesser extent, by exercises of regulatory power.

Citizens in cities expect various municipal services: water, sewer, garbage collection, storm water systems, roads, sidewalks, fire protection, law enforcement, parks and recreation. Citizens also expect municipal officials to exercise regulatory powers when necessary to protect public health, safety and community standards specific to the municipality in which they choose to live. These expectations cannot be met if municipal officials do not have the authority to respond to local needs and preferences, or to address them in a timely manner.

**Contact:** David Cruz, Assistant General Counsel – 850-701-3676 – [dcruz@flcities.com](mailto:dcruz@flcities.com)



Municipalities are authorized by the Florida Constitution to levy ad valorem taxes, and are further authorized by statute to levy other forms of local taxation. In addition, municipalities are authorized under their constitutional Home Rule powers to impose special assessments and fees for municipal services. Municipal citizens pay local taxes, assessments and fees for the specific purpose of obtaining and enhancing municipal services and amenities. Citizens expect their elected city leaders to use these local revenue proceeds for local municipal purposes, and not for state purposes (that should be paid for with state taxes).

Home Rule is why no two cities are alike. City residents take pride in this diversity. Strong Home Rule powers ensure that government stays close to the people it serves. Intrusion on Home Rule from the state or federal government undermines the constitutional right of citizens to govern themselves. Intrusion from the state or federal government into local finances prohibits elected city leaders from meeting the expectations of their citizens that local revenues will be used as intended by the citizens.

**Status:**

**CS/HB 17** (Fine) and **SB 1158** (Passidomo), introduced in the 2017 legislative session, would have effectively preempted to the state the authority of municipal governments to impose local requirements on businesses, professions, commerce and trade. While the bills differed in approach, their ultimate effect was the same. In short, the right of local citizens to govern themselves through the exercise of municipal Home Rule powers would have been severely restricted. The bills eviscerated principles of local self-government by transferring local decision-making to the state Legislature. CS/HB 17 passed the House Careers & Competition Subcommittee but ultimately died in the House Commerce Committee. SB 1158 died in the Senate Commerce and Tourism Committee.

In addition to CS/HB 17 and SB 1158, numerous proposals to restrict local self-government were introduced in the 2017 legislative session. Examples of 2017 proposals include, but are not limited to, the following issues: Building and Land Use; Small-Cell Wireless; Community Redevelopment Agencies; Vacation Rentals; Municipal Elections, Medical Marijuana; Concealed Weapons and Firearms; Firefighter Cancer Disability Presumption; Local Business Taxes; Fiscal Transparency; Ad Valorem Taxes; Stormwater and Wastewater Management; Traffic Infraction Detectors; and Drones. These proposals involved either preemptions of municipal powers or intrusion into municipal finances, and sometimes both.

The League anticipates that legislative efforts to divest citizens of their powers of local self-government and transfer control over local decisions to the state Legislature will continue in the 2018 legislative session.

**Revised:** 11/27/2017

**Contact:** David Cruz, Deputy General Counsel – 850-701-3676 – [dcruz@flcities.com](mailto:dcruz@flcities.com)



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Authorize the Mayor to attend the National League of Cities (NLC) Congressional City Conference in Washington, DC, March 11, 2018 thru March 14, 2018. The Mayor is requesting the City pay for the registration fee and one (1) night's hotel stay.

---

**EXPLANATION OF REQUEST:**

The City joined the National League of Cities this year. The Mayor has been appointed to the Community and Economic Development Committee. The Committee will meet during the NLC's Congressional City Conference in Washington, D.C., March 11-14, 2018.

The Community & Economic Development Committee is responsible for developing policy positions on issues involving housing, community and economic development, land use, recreation and parks, historic preservation, and international competitiveness.

The Mayor is requesting the City pay for the registration (\$470) and one (1) hotel (approx. \$279), he will pay for the airfare and any additional hotel costs above the one (1) night.

In accordance with R07-150, travel by a member of the Commission needs to be approved by the City Commission.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:** Budgeted The Mayor is requesting that the City pay for the registration of \$470 and one (1) nights hotel room for an estimated amount of \$279 for total cost of \$749. Funds for Commission travel are included in the adopted FY 17/18 budget under account 001-1110-511-40-12.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	NLC Cong City Conf
<input type="checkbox"/> Attachment	NLC Cong City Conf Room Rate
<input type="checkbox"/> Attachment	NLC Cong City Conf Schedule
<input type="checkbox"/> Attachment	NLC Cong City Conf Info
<input type="checkbox"/> Attachment	Comm & Econ Dev Comm Members
<input type="checkbox"/> Attachment	Commission Travel Reso

# Congressional City Conference

MARCH 11-14, 2018 WASHINGTON, DC

Steven ▾

## Review and Check Out

[Dashboard](#)

Steven Grant's Cart

[+ Add Items](#)

Registration (First Time Attendee) 

\$470.00

**Closing General Session and Luncheon**

\$0.00



@ \$0.00

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**New Members and First-Time Attendees Breakfast**

\$0.00



@ \$0.00

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**L01-Leadership 101 : REAL Action: Advancing Racial Equity in Local Government Part I**

\$0.00



@ \$0.00

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**L06-Management and Public Administration 201: The New Workforce: Using Post Employment Benefits for Recruitment**

\$0.00



@ \$0.00

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**L13-Advocacy, Communications & Engagement 101: Understanding Federal Advocacy**

\$0.00



@ \$0.00

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**Hispanic Elected Local Officials (HELO) activity fee (\$40)**

\$40.00



@ \$40.00

1

Balance Due **\$510.00**

[Profile & Badge](#)

[Demographics](#)

[Guests](#)

[Add Another Person](#)

## Payment

\* How do you want to pay?

☐ Check ☒ Credit Card



Selecting **Pay Now** below will redirect you to our SecuRemit Payment site where you may enter your credit card information. Completing the payment process will return you to this website.

☐ \* I authorize NLC/Experient to charge my credit card for the total amount above.



SSL Certificate (<http://www.digicert.com/ssl-certificate.htm>)

☐ \* Cancellation Policy

All requests must be received in writing, postmarked by February 16, 2018, and are subject to a \$100 cancellation fee. No partial refunds will be made if you decide not to attend particular functions. No registrations or cancellations will be accepted by telephone. No cancellations will be accepted after February 16, 2018.

No cancellations will be accepted over the phone. Please submit all housing cancellations in writing to [NLC@experient-inc.com](mailto:NLC@experient-inc.com) on or before Friday, February 16, 2018. Beginning on February 20, 2018, all changes and cancellations must be made directly with your confirmed hotel.

The Marriott Wardman Park and Omni Shoreham hotels will change a one night's room and tax deposit on or after February 16, 2018. The Marriott Wardman Park will refund the deposit for any cancellations outside of 72 hours prior to arrival. The Omni Shoreham is non-refundable once charged.

Bedding type preferences and special requests will be submitted to your confirmed hotel as requests only and cannot be guaranteed.

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61 : 11 : 33 : 42  
days hours min sec

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(<https://www.linkedin.com/company/national-league-of-writers/>) (<https://www.facebook.com/NationalLeagueOfWriters/>) (<https://twitter.com/nleofwriters>) (<https://www.instagram.com/nleofwriters/>)

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## Accommodations

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### Conference Headquarters

Marriott Wardman Park Hotel  
2660 Woodley Rd NW  
Washington, D.C. 20008  
(202) 328-2000

### Housing

Please book your hotel through the conference registration process to get the NLC room block rate. Rooms under the conference block and are subject to availability.

#### Marriott Wardman Park

\$279.00 Single/Double  
\$299.00 Triple  
\$319.00 Quadruple

#### Omni Shoreham

\$269.00 Single/Double/Triple/Quad

The hotels are located at the intersection of the Woodley Park and Adams Morgan neighborhoods in the nation's capital. Local restaurants surround the area, and the [National Zoo](#) is a short walk away. The hotels are just 8 miles from Reagan National Airport and 28 miles from Dulles International Airport. You can take [Metro Rail's](#) red line to the Woodley Park station, where you can exit right in front of the hotels.





## Preconference Training

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### Achieve more with NLC University

#### Saturday, March 10, 2018

8:00 am - 12:00 pm

##### **Leadership 101: Taking REAL Action to Advance Racial Equity in Local Government Part I**

Learn how local government leaders can reduce racial bias through smart policy decisions and strong civic engagement. This seminar will examine how racial tensions have affected cities across the nation. Learn how to shift from a reactive approach to a proactive agenda. Take home the ability to identify specific opportunities to lead local efforts that advance racial equity. Level: 101 [Continue Reading »](#)

---

9:00 am - 5:00 pm

##### **Community & Economic Development 201/301: The Urban Plan for Elected Officials**

Developed by the Urban Land Institute (ULI), Urban Plan is a realistic and engaging simulation in which participants learn about the fundamental forces that affect urban development. You'll get the chance to collaborate with peers as you play an interdisciplinary real estate development team experiencing the challenging issues, private and public-sector roles, complex trade-offs and fundamental economics in play when [Continue Reading »](#)

---

9:00 am - 12:00 pm

##### **Leadership 201: Civil Discourse in the Face of Incivility**

Learn to develop your leadership skills in both every day and divisive situations. Discover how to actively listen and get an opportunity to practice your skills planting seeds of leadership and civility in the governing bodies of your communities. Participants will be introduced to The Five Powers—imagination, voice, change and transition, commitment and teamwork as a roadmap to solve [Continue Reading »](#)

---

2:00 pm - 5:00 pm

##### **Leadership 101: You won the election, now what?**

Most elected officials have spent many sleepless nights worrying about getting elected or re-elected. Once you have claimed victory, you need to determine how to run your office and conduct business. Public service is a full-time job in addition to all your other responsibilities. How are you planning to accommodate all the requests for your time? How do you plan [Continue Reading »](#)

---

2:00 pm - 6:00 pm

##### **Leadership 201 : REAL Action- Advancing Racial Equity in Local Government Part II**

As a continuation of the 101-level course, you will get an opportunity to dig deeper and learn from peers about best practices and shared challenges. Structural changes to daily operations, budgeting, communications, decision-making and community leadership, are a critical component for mayors and other city leaders seeking traction on advancing a racial equity strategy. Specialists from the NLC REAL (Race, [Continue Reading »](#)

---

2:00 pm - 5:00 pm

### Management and Public Administration 201: The New Workforce: Using Post Employment Benefits for Recruitment

Although saving for retirement is a priority for millennials, most Gen Y Americans are focused on mastering basic needs like food, clothing, and shelter. Millennials represent more than one-third of American workers, presenting a unique opportunity to attract new talent by offering a strong retirement package. Explore how to use post-employment benefits as a recruitment tool for the new generation [Continue Reading »](#)

## Sunday, March 11, 2018

8:00 am - 12:00 pm

### Leadership 301: REAL Action- Advancing Racial Equity in Local Government Deep Dive

As a continuation of the 101 and 201 courses, join us for a deep dive conversation into how to break down barriers and find solutions related to the specific challenges of addressing institutional and structural racism in local government. Cost: Free Level: 301 Credits: 3 Curriculum: Leadership

9:00 am - 12:00 pm

### Leadership 101: The Ethical Leader: Rules and Tools

Ethical public leadership is more than simply following the law. This seminar enhances municipal leaders' abilities to assess situations that challenge morals and make ethically defensible choices. Beginning with some fundamental elements of decision making, the seminar draws the audience into active participation to establish the elements of a personal ethical framework and then challenges audience members to apply that [Continue Reading »](#)

2:00 pm - 5:00 pm

### Community & Economic Development 201: Leveraging Community Assets Through Public Private Partnerships

Governments at all levels are under increasing financial constraints, while simultaneously facing growing demands to meet a wide range of infrastructure and public service needs. As a result, officials are looking for innovative ways to support economic development, municipal building, schools, transportation improvements and water/wastewater systems. Public-Private Partnerships (PPPs) are increasingly being applied to address some of these challenges. Learn [Continue Reading »](#)

2:00 pm - 5:00 pm

### Leadership 201: The Ethical Leader: Fostering a Culture of Ethics

Build on skills developed in The Ethical Leader: Rules and Tools seminar through an expanded conversation and hands-on training about fostering a culture of ethics and nurturing ethical behavior in others. Trainer: Scott Paine Level: 201 Curriculum: Leadership Credits:3 Cost: \$150 early bird until January 31 | \$160 regular

2:00 pm - 5:00 pm

### Management & Public Administration 101: Effective City Council & City Manager Teamwork

Elected officials and the city manager must work as a team to successfully deliver services to citizens. Learn tangible skills for effective teamwork between the city manager and council. Get skills and best practices to facilitate positive and productive meetings, create a healthy work environment, and clearly define roles. Hear insights from seasoned city officials with over 30 years of [Continue Reading »](#)

2:00 pm - 5:00 pm

### Safety, Health & Human Development 101: Healthy Cities

Mayors and city leaders play a pivotal role in the overall health and well-being of the cities and towns they serve. Across the county, city leaders are taking action to address the underlying factors that influence health and improve the environments where their residents live, work and play. This seminar is designed to build your capacity to work across city [Continue Reading »](#)

## Monday, March 12, 2018

1:45 pm - 3:15 pm

### Advocacy, Communications, & Engagement 101: Understanding Federal Advocacy

Now that you've scheduled a meeting with your legislator, what do you do? This session will prepare you to start or continue a strong working relationship with your legislators on Capitol Hill and lobby effectively for cities' top legislative priorities. Learn more about legislators, develop your own personalized "elevator speech" on legislative issues, and find out more about NLC's resources [Continue Reading](#) »

## **Tuesday, March 13, 2018**

10:30 am - 12:15 pm

### **Advocacy, Communications & Engagement 201: Dealing with the Media**

Learn more about the trends shaping media engagement today and get strategies to tactfully manage media. Discover how to successfully use social media and learn best practices for leaders presented with opportunities for media interviews. Level: 201 Curriculum: Advocacy, Communications, and Engagement Credits: 3 Cost: Free



## Americans Trust Local Leaders Most

Learn about the issues and speak up for your community.

There's strength in numbers, making cities strong together.

The Congressional City Conference is the annual legislative conference hosted by the National League of Cities. This important convening drawing local officials nationwide will take place in **Washington, D.C. March 11-14**, with pre-conference **NLC University Seminars on March 10-11**. More than 2,000 city leaders will gather to represent and advocate for the interests of cities in the Nation's Capital.

Together, we are the voice of America. Join thousands of local leaders nationwide in Washington, D.C. to strengthen the heart of America – our cities:

- Effectively advocate for municipal priorities
- Learn to foster partnerships with federal agencies
- Strategically expand your mind and network

## Announcements



### Keynote Speaker Update

Posted: January 4, 2018

Emmy-Winning Political Journalist Bob Schieffer Experienced, Informed, Credible Addressing delegates Monday, March 12, during the opening general session. One of the nation's most-revered reporters of all time, Schieffer brings a diligent, jack-of-all-trades approach to his wide-ranging expertise. With 58 years in the news business and 46 years at CBS News, the former moderator of Face the Nation served as a steady on-air [Continue Reading »](#)





## 2018 Community and Economic Development (CED) Committee Roster

### Chair



Gyna Bivens  
Councilmember  
Forth Worth, Texas

### Vice Chair



Lou La Monte  
Councilmember  
Malibu, California

### Vice Chair



Kevin Thompson  
Councilmember  
Mesa, Arizona

### Alabama

Ben Reed, Councilman, Gadsden  
John Laney, Mayor, Demopolis  
Shelly Barnhart, Councilmember, Lincoln  
Jesse Matthews, Council Member, Bessemer  
Cynthia Toles, Council member, Gadsden

### Arizona

Gilbert Lopez, Director, Development Services, Coolidge  
Tadeo De La Hoya, City Manager, San Luis  
Jamie Aldama, Councilmember, Glendale  
Christian Price, Mayor, Maricopa

Guy Phillips, Scottsdale City Councilman, Scottsdale

## **Arkansas**

Frank Fogleman, Mayor, Marion

Marina Brooks, Council Member, Sherwood

Tyler Dunegan, Council Member, Osceola

## **California**

Donald Terry, Mayor, Rancho Cordova

Cecilia Hupp, Mayor, Brea

Chris Clark, City Councilmember, Mountain View

Cheryl Heitmann, Council member, Ventura

## **Colorado**

Bonnie Finley, City Councilwoman, Longmont

Kathleen Turley, City council member, Centennial

Paolo Diaz, Councilmember, Commerce City

## **Connecticut**

Jeanette Herron, City Council, Bridgeport

## **Florida**

Leon "Rusty" Johnson, Mayor, Ocoee

Steven Grant, Mayor, Boynton Beach

Jolien Caraballo, Councilwoman, Port Saint Lucie

George Mensah, Director, Miami

Samuel B. Ings, City Commissioner, Orlando

Joseph Scuotto, Commissioner, Sunrise

Mary Ross Wilkerson, Vice-Mayor, Belle Glade

## **Georgia**

Christina Hobbs, Mayor Pro Tem, Union City

Joyce Sheperd, City Council, Atlanta

Deana Holiday Ingraham, Councilmember, East Point

## **Illinois**

John Ostenburg, Mayor, Park Forest

Jason Ashmore, Mayor, Sesser

Carl Evans, Councilman, Chicago

Chemberly Cummings, City Council Member, Normal

Robin Rue Simmons, Alderman, Evanston

## **Kansas**

James Clendenin, Council Member, Wichita  
Sara Caylor, Mayor, Ottawa  
Stephanie Meyer, City Council Member, Shawnee

## **Kentucky**

Marianne Butler, Councilwoman, Louisville

## **Louisiana**

Rose Roche, Director, Port Allen

## **Maryland**

Emmett Jordan, Mayor, Greenbelt  
Laurie-Anne Sayles, Councilmember, Gaithersburg

## **Michigan**

Patricia Lockwood, Mayor Pro-Tem, Fenton

## **Minnesota**

Jeff Weisensel, City Council Member, Rosemount

## **Mississippi**

Joyce Arceneaux-Mathis, Mayor Pro-Tempore, Alderwoman-Ward 1, Natchez  
Aaron Banks, Councilman, Jackson

## **Missouri**

Heather Hall, City Council Person, Kansas City

## **Montana**

Cyndy Andrus, Deputy Mayor, Bozeman

## **Nevada**

Kristopher Dahir, Councilman, Sparks

## **New Mexico**

Mary Homan, Trustee, Los Ranchos de Albuquerque

## **New York**

Michael Patterson, Member of Council NE District, Rochester

## **Ohio**

Richard Shaw, Councilmember, Huber Heights  
Luke Feeney, Mayor, Chillicothe  
Russel Neal, Councilman, Akron  
Johnnie Warren, Council President, Oakwood Village

## **Oklahoma**

Craig Thurmond, Mayor, Broken Arrow

## **Oregon**

Jim Fairchild, Councilor, Dallas

## **Pennsylvania**

Matt Pacifico, Mayor, Altoona  
Henry Horn-Pyatt, Sm Biz & Neighborhood Redevelopment Mgr, Pittsburgh  
Valerie Cooper, Councilwoman, Norristown  
David Madsen, Harrisburg City Councilman, Harrisburg

## **Rhode Island**

James Diossa, Mayor, Central Falls

## **South Carolina**

Mary Jeffcoat, City Council Member, Myrtle Beach

## **Tennessee**

James Hubbard, Alderman, Springfield

## **Texas**

Omar Narvaez, Dallas City Council Member, Dallas  
Kevin Felder, Dallas City Council Member, Dallas  
Prentiss Madison, City Councilmember, Bryan  
Douglas Athas, Mayor, Garland  
Lana Wolff, Council member, Arlington  
Alice Rodriguez, City Council Member, Waco

## **Utah**

Kent Bush, City Council Member, Clearfield

## **Virginia**

Sharon Scott, Councilmember, Newport News

## **Washington**

Judy Tuohy, City Council President, Everett

John Holman, City Council Member, Auburn



RESOLUTION NO. R 07 - 150

A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF BOYNTON BEACH, FLORIDA,  
ESTABLISHING A TRAVEL POLICY; RESCINDING  
ALL PREVIOUS RESOLUTIONS AND POLICIES  
GOVERNING TRAVEL BY THE CITY COMMISSION;  
AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Boynton Beach desires to establish  
a travel policy to provide for an administrative process by which each member of the  
Commission would obtain concurrence of a majority of the members of the City Commission  
for approval of travel expenditures; and

**WHEREAS**, passage of this Resolution will rescind all previous Resolutions and  
policies governing travel by the City Commission;

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and  
hereby ratified and confirmed by the City Commission

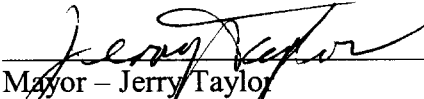
Section 2. That the City Commission of the City of Boynton Beach does hereby  
establish a Travel Policy, a copy of which is attached hereto as Exhibit "A".

Section 3. That any and all previous Resolutions and/or Policies governing travel  
are rescinded.

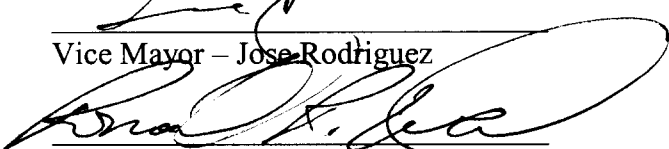
Section 4. That this Resolution will become effective immediately upon passage.

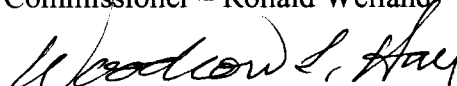
1 PASSED AND ADOPTED this 18 day of December, 2007.

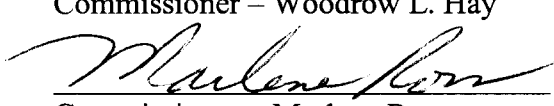
2  
3 CITY OF BOYNTON BEACH, FLORIDA

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6 Mayor – Jerry Taylor

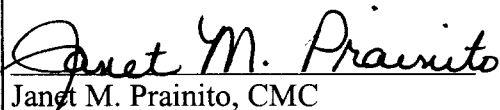
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9 Vice Mayor – Jose Rodriguez

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12 Commissioner – Ronald Weiland

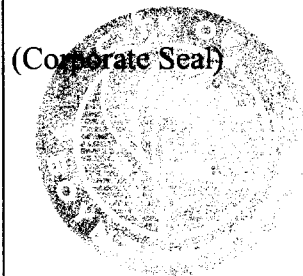
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15 Commissioner – Woodrow L. Hay

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18 Commissioner – Marlene Ross

19 ATTEST:

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22 Janet M. Prainito, CMC  
23 City Clerk  
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28 (Corporate Seal)  
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**City of Boynton Beach  
City Commission  
TRAVEL POLICY**

Approved travel must adhere to the following guidelines in order to be paid by the City of Boynton Beach:

A. Prior to Travel:

1. Complete Conference & Travel Request form and submit for approval.
2. All travel by City Commission Members must be approved in advance by the City Commission.

B. Registration:

1. Complete conference registration forms.
2. Submit conference form for payment in advance if necessary.
3. Attach a copy of the registration form with the request for payment to Finance department.
4. Request per diem fee in advance (**subtract all conference meals covered by registration fee**).

C. Upon completion of Travel:

1. Complete the Travel Expense Report for out-of-pocket expenses.
2. Attach all credit card receipts and other receipts to the expense report for payment or reimbursement.
3. Failure to include credit card receipts will be charged to the member personally.

D. Travel Approvals:

- City Commission Members travel shall be approved in advance by the City Commission at a regularly scheduled meeting.
- The City Finance Director must sign off on travel form to confirm funds availability in the budget.
- The City Manager must sign off prior to City Commission Agenda submittal.
- Travel expenses are only reimbursable with receipts and are not automatic.
- No PERSONAL items may be charged to the Agency.

E. Travel Restrictions:

- Per Diem payments shall be paid **ONLY** for class "A" travel, or travel outside the local area. Local area is defined as 50 miles or more from the Boynton Beach City Hall.
- Mileage reimbursement rate is \$.485 per mile per IRS and City.
- If a spouse is to attend all related expenses shall be paid by the employee, and all receipts **MUST** be separate. The City **WILL NOT** pay for any spouse or child costs associated with any conference. All such costs will be paid by the member separately.
- Any expenses incurred over the maximum amount approved for breakfast, lunch or dinner will be considered cost of the Commission Member and not the City. Meal rates are \$12.00 breakfast, \$15.00 lunch and \$30.00 dinner.

City of Boynton Beach  
City Commission  
**CONFERENCE & TRAVEL REQUEST**

Date of Request: \_\_\_\_\_ 2008

City Commission Member Attending: \_\_\_\_\_

Conference Name: \_\_\_\_\_

Conference Location: \_\_\_\_\_

Conference Purpose: \_\_\_\_\_

\_\_\_\_\_

Account to Charge: \_\_\_\_\_

Dates of Travel & Attendance: \_\_\_\_\_ to \_\_\_\_\_ 2008

Cost of Conference: \$ \_\_\_\_\_

Cost of Travel: \$ \_\_\_\_\_

Cost of Lodging: \$ \_\_\_\_\_

Cost of Car Rental: \$ \_\_\_\_\_

Cost of Per Diem: \$ \_\_\_\_\_

=====

TOTAL

Approved by Finance Director: \_\_\_\_\_

\_\_\_\_\_

Date

Approved by City Manager: \_\_\_\_\_

\_\_\_\_\_

Date

**NOTE:** City Commission travel requests must be approved in advance at a regularly scheduled meeting of the City Commission.

Any expenses incurred over the maximum amount approved for breakfast, lunch or dinner will be considered cost of the Commission Member and not the City. Meal rates are \$12.00 breakfast, \$15.00 lunch and \$30.00 dinner. **Please submit a conference agenda with this request. Please subtract all meals provided for by conference attendance fee.**



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018**

---

**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:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Staff to review PBC Ordinance on Panhandlers - **March 2018**

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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:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

Staff to bring information concerning the following land parcels for the Commission to review - **TBD**

Nichols Property

Rolling Green

Girl Scout Park

---

**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:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:** Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways - **TBD**

---

**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:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/16/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED ORDINANCE NO. 17-021 - SECOND READING** - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. *(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)*

**PROPOSED ORDINANCE NO. 17-022 - SECOND READING** - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). *(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)*

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**EXPLANATION OF REQUEST:**

This future land use amendment and rezoning have been initiated by City staff in preparation for the redevelopment of the civic campus, now referred to as Town Square, into a mix use project. The project is proposed as a partnership between the City, the CRA and the private development team, based on the Public-Private Partnership (P3) development model pursuant to Chapter 255.065, Florida Statutes. In addition to the civic campus, the subject actions apply to the property occupied by the Park Lane Condominium, a small condominium development partially surrounded by the project area.

At present there is no formal, full Master Plan application for the project accompanying the zoning request. Since 2015, the City has been able to proactively initiate and process future land use reclassifications and rezonings to selected sites for which there already is a specific vision, supported by a redevelopment or other plan of major importance. The subject request meets this criterion, as the Town Square project is supported by both the CRA Plan and the City's Strategic Plan. The proposed Mixed Use Medium (MXM) future land use category implements the CRA Plan's FLU recommendation for the property.

The maximum density for the MXM is 50 du/acre. However, since the site is located within the Downtown Transit-Oriented Development (DTOD) district, its redevelopment density can potentially be increased by 25%, to 63 du/acre. Currently, the City is considering linking eligibility for a 25% density bonus to participation in the Workforce Housing Program.

Since the site exceeds 10 acre, the amendment, if approved, will have to undergo state review prior to the City final approval. Moreover, the requested Mixed Use Medium FLU classification, as well as the MU-3 zoning district, require updates to the regulatory framework, including the Comprehensive Plan Future Land Use Element and the Land Development Regulations (LDRs).

The Comprehensive Plan amendments were adopted by the City Commission on July 18th and subsequently resent to the state for a final review. If not challenged, the amendments will become effective 31 days after amendment package is deemed complete.

Amendments to the LDRs—currently in drafting—will implement the Comprehensive Plan-modified FLU structure as well as changes to the zoning structure recommended by the CRA Plan. The LDR amendments

are anticipated to be adopted by September 19th.

The Planning and Development Board recommended denial of the subject request on July 25, 2017. The chief concern was perceived lack of adequate protection for historic properties..

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** The relocation/rehousing of city departments planned as part of the Town Square project has a potential to significantly enhance efficiency of the public service provision.

**FISCAL IMPACT:** The project will generate new ad valorem tax stream revenues from the previously tax exempt properties through the involvement of the private sector.

**ALTERNATIVES:** Staff does not recommend any alternatives.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:** This action represents a critical task for achieving the "Town Square Redevelopment" strategic objective.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Ordinance	Ordinance approving Town Square Land Use Amendment
<input type="checkbox"/> Ordinance	Ordinance approving Rezoning of Town Square
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Location Map
<input type="checkbox"/> Exhibit	Exhibit B1
<input type="checkbox"/> Exhibit	Exhibit B2
<input type="checkbox"/> Exhibit	Exhibit C1
<input type="checkbox"/> Exhibit	Exhibit C2
<input type="checkbox"/> Exhibit	Exhibit D



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**WHEREAS**, the City Commission of the City of Boynton Beach, Florida has adopted a Comprehensive Future Land Use Plan and as part of said Plan a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

**WHEREAS**, after two (2) public hearings the City Commission acting in its dual capacity as Local Planning Agency and City Commission finds that the amendment hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend the Future Land Use Element (designation) of the Comprehensive Plan as hereinafter provided.

Section 1: The foregoing WHEREAS clauses are true and correct and incorporated herein by this reference.

Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect the following:

31 That the Future Land Use of the following described land described in Exhibit “A” is  
32 amended from Public and Private Governmental/Institutional (PPGI) and High Density  
33 Residential (HDR) to: **MIXED USE MEDIUM (MXM).**

34 Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge,  
35 or appeal provisions provided by the Florida Local Government Comprehensive Planning and  
36 Land Development Regulation Act. No party shall be vested of any right by virtue of the  
37 adoption of this Ordinance until all statutory required review is complete and all legal challenges,  
38 including appeals, are exhausted. In the event that the effective date is established by state law or  
39 special act, the provisions of state act shall control.

40 FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

41 SECOND, FINAL READING and PASSAGE this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

42 CITY OF BOYNTON BEACH, FLORIDA

43		YES	NO
44			
45			
46	Mayor – Steven B. Grant	_____	_____
47			
48	Vice Mayor – Justin Katz	_____	_____
49			
50	Commissioner – Mack McCray	_____	_____
51			
52	Commissioner – Christina L. Romelus	_____	_____
53			
54	Commissioner – Joe Casello	_____	_____
55			

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57  
58 VOTE \_\_\_\_\_  
59 ATTEST:

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62 \_\_\_\_\_  
63 Judith A. Pyle, CMC  
64 City Clerk  
65  
66 (Corporate Seal)  
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Section 2. The land described in Exhibit “A” be and the same is hereby rezoned from PU Public Usage; REC Recreation and R-3 Multifamily to Mixed Use 3 (MU-3). A location map is attached hereto as Exhibit “B” and made a part of this Ordinance by reference.

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith 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. 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 – Justin Katz

Commissioner – Mack McCray

Commissioner – Christina L. Romelus

Commissioner – Joe Casello

VOTE

ATTEST:

Judith A. Pyle, CMC  
City Clerk

66

67 (Corporate Seal)



**DEVELOPMENT DEPARTMENT  
PLANNING AND ZONING DIVISION  
MEMORANDUM NO. PZ 17-001**

**STAFF REPORT**

TO: Chair and Members  
Planning and Development Board

THRU: Michael Rumpf  
Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: July 10, 2017

PROJECT: Town Square  
LUAR 17-005

REQUEST: Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated.

---

**PROJECT DESCRIPTION**

Property Owner: City of Boynton Beach (7 parcels) and owners of 14 Park Lane Condominium units

Applicant: City of Boynton Beach

Location: Area bounded by Seacrest Boulevard on the west, NE 1<sup>st</sup> Street on the east, Boynton Beach Boulevard on the north and SE 2<sup>nd</sup> Avenue on the south (**Exhibit "A"**)

Existing Land Use/  
Zoning: Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) / PU Public Usage; REC Recreation and R-3 Multifamily (no residential allowed in PPGI and REC; maximum density of 11 du/acre in R-3); see **Exhibit "B1"** and **Exhibit "B2"**

Proposed Land Use/  
Zoning: Mixed Use Medium (MXM) / MU-3 Mixed Use 3 zoning district

(maximum density 50 du/acre plus 25% density bonus for Downtown TOD District); see **Exhibit “C1”** and **Exhibit “C2”**

Acreage: +/- 16.5 acres

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Adjacent Uses:

North: Right-of-way for Boynton Beach Boulevard and farther north, developed commercial properties classified Local Retail Commercial (LRC) and zoned C-3 (Community Commercial District);

South: Right-of-way for SE 2nd Avenue, and farther south, 10 developed single-family homes and 1 vacant parcel, classified Low Density Residential (LDR) and Medium Density Residential (MEDR) and zoned R-1-A, (Single-Family Residential District) and R-2, (Single- and Two-Family Residential District);

East: Right-of-way for NE/SE 1<sup>st</sup> Street; on the Northeast side, a developed commercial property clasified Local Retail Commercial (LRC) and zoned C-3 (Community Commercial); further south, a parking lot and Green Acres condominium, both classified High Density Residential (HDR) and zoned R-3, Multi-Family; further south, a vacant parcel and Ocean East Apartments, both classified Local Retail Commercial (LRC) and zoned R-3, Multi-Family; the Vivienne condominium on the south side has the same zoning but is classified High Density Residential (HDR); in the southeastern section, two developed single-family homes and a duplex classified Low Density Residential (LDR) and zoned R-1-A, (Single-Family Residential District).

West: Right-of-way for Seacrest Boulevard; on the Northwest side, the USPS facility and an office building, both classified Local Retail Commercial (LRC) and zoned C-2 (Neighborhood Commercial District); farther south, First United Methodist Church, classified High Density Residential (HDR) and zoned R-3, Multi-Family (on the part of properties fronting Seacrest Boulevard); south of W. Ocean Avenue, developed single-family homes and small residential rental properties, classified High Density Residential (HDR) and zoned R-3, Multi-Family.

## **BACKGROUND**

### **The Site**

The subject area covers four blocks, bounded by Seacrest Boulevard on the west, NE 1<sup>st</sup> Street on the east, Boynton Beach Boulevard on the north and SE 2<sup>nd</sup> Avenue on the south. It includes seven (7) parcels owned by the City of Boynton Beach, for a total of 15.05 acres, the right-of-way for NE 1<sup>st</sup> Avenue of 0.7 acre, part of the right-of-way for SE 1<sup>st</sup> Avenue of approximately 0.09 acres (currently with no future land use classification or zoning designation) and a 14-unit Park Lane condominium site on approximately 0.63 acres. The City-owned parcels contain the civic campus with the following structures:

- 1913 Schoolhouse Museum, including amphitheatre
- Art Center
- City Hall Complex, including parking garage
- Civic Center
- Old High School
- Kid's Kingdom Playground
- Library
- Madsen Senior Center (presently housing Code Compliance), including shuffleboard courts

As a redevelopment site, the property has several pertinent locational characteristics:

- It is situated within the Community Redevelopment Area, giving a potential development access to a number of incentives, and allowing the Community Redevelopment Agency to become a partner in the incoming project (see “**The Proposed Action**” section below);
- It is enclosed within the Downtown Transit-Oriented Development (DTOD) district, which covers a ½ mile radius around the intersection of Boynton Beach Boulevard and NE 4<sup>th</sup> Street, the site of the future station for the planned Tri-Rail Coastal Link commuter train system on the FEC Rail, which will provide passenger service between Miami and West Plam Beach. The DTOD district regulations support increased intensity of development through a 25% density bonus.
- It is also enclosed within both the Coastal Residential Exception area, which exempts all residential development east of I-95 from the Palm Beach County traffic concurrency, and the Transportation Concurrency Exception Area (TCEA), which, while setting limits on the amount of development that will be allowed, carries additional traffic concurrency exemption for commercial and other non-residential development.

- The site is split between two CRA districts, the Cultural District and the Boynton Beach Boulevard District, which—together with four others—have been identified and designated as distinctive planning areas by the CRA Community Redevelopment Plan adopted in October of 2016. (See Exhibit “D”)

The addition of the Park Lane Condominium site squares the project’s boundary. The site lays within the Cultural district and is a subject to the same future land use CRA Plan’s recommendation as the Town Square.

### **The Proposed Action**

This action—the future land use amendment and rezoning—has been initiated by City staff in preparation for the redevelopment of the civic campus, now referred to as Town Square, into a mix use project. The project is proposed as a partnership between the City, the CRA and the private development team, based on the Public-Private Partnership (P3) development model pursuant to Chapter 255.065, Florida Statutes. P3s are agreements formed between public and private entities that allow for greater private-sector participation in the financing and delivery of public building and infrastructure projects. (In February of 2015, the City adopted Resolution 15-020, which established procedures for processing of P3s.)

Even though a conceptual Town Square Master Plan has been made public, at present there is no Master Plan application for the project accompanying the subject zoning request as would be required by the Land Development Regulations (LDRs) for a privately-initiated application involving a planned zoning district. Since 2015, the City has been able to proactively initiate and process future land use reclassification and rezoning to selected sites—if recommended by a significant planning document(s)—without a concurrent review of a master plan. Such “proactive” actions assures that these properties will have the recommended future land use classification and a corresponding zoning designation “on the ground,” ready for incoming projects.

The City makes use of this provision for sites for which there already is a specific vision, supported by a redevelopment or other plan of major importance. The subject request meets this criterion, as the Town Square project is supported both by the 2016 CRA Community Redevelopment Plan and the City’s Strategic Plan.

### **Previous FLU Amendment/Rezoning Applications for the Site**

In 2013, the City processed a FLU amendment and rezoning for a small part of the subject site (about 2 acres) occupied by the Old High School, as part of a development agreement in a public/private partnership with an applicant planning the renovation and adaptive reuse of the building. Of the two requests, for a mixed use future land use and zoning, only the first one was approved by the City Commission. The project was subsequently abandoned and the City took the action to revert the site to its previous (and current) PPGI future land use classification.

### **Prerequisites for Approval: the Process**

The regulatory framework for the requested FLU classification of Mixed Use Medium (MXM) and the zoning designation of MU-3 Mixed Use 3 has not as yet been completed. The framework requires text amendments to both the Comprehensive Plan Future Land Use Element and the Land Development Regulations (LDRs). The status of this process is as follows:

- The Comprehensive Plan amendments were adopted by the City Commission on July 18<sup>th</sup> and subsequently resent to the state for a final review. If not challenged, the amendments will become effective 31 days after amendment package is deemed complete (anticipated by September 1<sup>st</sup>).
- Amendments to the LDRs—currently in drafting—will implement the Comprehensive Plan-modified FLU structure as well as changes to the zoning structure recommended by the CRA Plan. The LDR amendments are anticipated to be adopted by September 19<sup>th</sup>.

Since the size of the property under consideration for the Town Square project exceeds ten acres, the proposed FLU amendments are subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes. The Expedited State Review Process applies to all comprehensive plan amendments except for small scale amendments and amendments that must follow the State Coordinated Review Process, such as the Evaluation and Appraisal Review (EAR)-based amendments to the Coastal Management Element adopted by the City in 2016.

If the Commission approves the proposed amendments, they will be transmitted for review to the Florida Department of Economic Opportunity (DEO), the state land planning agency. The final adoption by the City Commission is tentatively scheduled for October 17<sup>th</sup>, by which date the required regulatory framework will be updated.

### **REVIEW BASED ON CRITERIA**

The following analysis addresses all the criteria for review of Comprehensive Plan Map amendments and rezonings listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B.3 and Section 2.D.3. (although City-initiated requests must meet at a minimum criterion “b”):

- Demonstration of Need.** A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

A need for redevelopment of the Boynton Beach civic campus has been recognized for over 20 years. The campus occupies a large track of land close to downtown, and has a



significant potential to contribute to the quality of the downtown experience through the creation of an attractive, functionally unified built environment. In its current condition, it represents an inefficient use of the valuable land in the City's center, with several disconnected sections, a few obsolete/outdated structures and a historic Old High School building in a state of severe disrepair.

It has also been recognized early on that redevelopment of the Town Square and, specifically, the adaptive reuse of the High School, will likely require an involvement of the private sector. In 2015, the City decided on the use of the P3 process in transforming Town Square into a mixed use project with civic as well as residential and commercial uses, and included the project as a high priority item in its Strategic Plan.

The project requires a mixed use future land use classification to allow for addition of residential and commercial uses not permitted under the current Public and Private Governmental/Institutional category. The choice of the Mixed Use Medium (MXM) category with a density cap of 50 du/acre (with an additional Downtown TOD District's 25% density bonus) fulfills the recommendation of the CRA Community Redevelopment Plan warranted by the project's proximity to the core of the downtown and to the future station of the planned Coastal Link commuter train service. The MXM category is in-between the proposed new Mixed Use Low, with the density cap of 20 du/acre arguably too low for the location, and the Mixed Use High (renamed Mixed Use Core), whose 80 du/acre density cap is reserved for the core of the downtown.

**b. Consistency.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

Consistency with Comprehensive Plan and Redevelopment Plan

The future land use classification of MXM proposed for the site is consistent with, and implements, the CRA Community Redevelopment Plan's recommendations for the Cultural and Boynton Beach Boulevard districts in the subject location (the site is split between the two districts).

The proposed FLU amendment and rezoning is also explicitly consistent with a number of the policies of the Comprehensive Plan pertaining to mixed use development, most importantly (current) policies 1.18.1 and 1.18.2 of the Future Land Use element:

*Policy 1.18.1            The City shall implement the Transit-Oriented Development (TOD) approach, as described in the 2012 Florida Department of Transportation's TOD Guidebook, to manage future growth within a ½ mile radius around the intersection of Ocean Avenue and the Florida East Coast rail corridor, which is the anticipated location of the Downtown Boynton Beach Station for the planned commuter*

*Tri-Rail Coastal Link service on the FEC Corridor. This area will be referred as the Downtown TOD District hereforth. The inner ¼-mile core of this District shall be designed to accommodate the greatest density and intensity of development.*

*Policy 1.18.2 The City shall aim to transform the Downtown TOD District area into an active, mixed-use, pedestrian-friendly activity zone, supporting new housing to increase potential ridership, intensifying land development activity, and adding amenities and destination uses for future transit riders. The City shall strive to achieve this goal through facilitating compact, high density and intensity development of a varied mix of land uses.*

Note that not only is the subject property located within the DTOD District, but most of its area falls within the transit core (the District's 1/4-mile radius), therefore justifying the requested MXM future land use classification which would allow a maximum density of 63 du/acre (with the District's 25% density bonus).

*Consistency with Land Development Regulations (LDR)*

See “**Prerequisites for Approval: the Process**” section on page 4 of this report. The Land Development regulations implementing the new future land use/zoning structure will be adopted prior to the adoption of the proposed amendment, anticipated in October.

*c. **Land Use Pattern.** Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

It is indeed the staff's opinion that the proposed FLUM reclassification and rezoning would result in more desirable and sustainable growth for the community and improve the general public welfare. While both actions will temporarily create “isolated” districts, the requested FLU category (as already stated) is consistent with the recommendation of the CRA Plan, which also recommends the MXM category for areas west (between Boynton Beach Boulevard and 1<sup>st</sup> NW Avenue only), north, and east of Town Square (see Exhibit D). Going forward, these recommendations aim to achieve a major transformation of the subject area, implementing the City's and the CRA's vision for it.

*d. **Sustainability.** Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the*

*Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM amendment and rezoning clearly meets the definition of “sustainable” as it supports a mixed use, high density redevelopment of the site. Residents and visitors will have access to public transit via Palm Tran bus service on Seacrest and Boynton Beach boulevards (with bus stops located in front of the proposed project), as well as, in the future, to the planned Coastal Link commuter train service.

***e. Availability of Public Services / Infrastructure.*** *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. The property is under the Coastal Residential exception and TCEA designations and is therefore exempted from the concurrency requirements of the Palm Beach County Traffic Performance Standards Ordinance. (The required Traffic Statement will be submitted with a site plan/master plan package.) The monitoring of the maximum allowable residential uses and square footage of commercial, industrial and other non-residential uses as well as applicable use ratios under the TCEA Planned 2025 Land Use Table indicate that the current (cumulative) numbers remain significantly off the allowable thresholds.

Schools. The School Capacity Availability Determination application will be submitted with a site plan/master plan package.

***f. Compatibility.*** *The application shall consider the following factors to determine compatibility:*

*(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and*

*(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.*

The adjacent and nearby properties include both residential and commercial uses, albeit low rise, while the maximum height of the proposed zoning is 75 feet. However, as indicated in response to criterion “c,” future uses in the areas northwest, north and east of the subject property are planned to be compatible in general character and scale to the Town Square project as per recommendations of the CRA Plan. Possible incompatibility with single-family homes along SE 2<sup>nd</sup> Avenue will be addressed at the site plan review phase through the project’s design.

The redevelopment of the subject site is expected to spur more redevelopment activities in the surrounding area, and positively affect the property values. The potential positive impacts will be magnified by the eventual availability of the Coastal Link train commuter service.

As was already stated in this report, the need for redevelopment of the Boynton’s civic campus has long been recognized as vital for both the area and the city as a whole, and now has a strong support in the CRA Community Redevelopment Plan, the City’s Strategic Plan and the Economic Development (ED) Strategic Plan. The requested actions lay the groundwork for the realization of the City’s vision for the Town Square.

***g. Direct Economic Development Benefits.*** *For rezoning/ FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:*

- (1) Further implementation of the Economic Development (ED) Program;*
- (2) Contribute to the enhancement and diversification of the City’s tax base;*
- (3) Respond to the current market demand or community needs or provide services or retail choices not locally available;*
- (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;*
- (5) Represent innovative methods/technologies, especially those promoting sustainability;*
- (6) Be complementary to existing uses, thus fostering synergy effects; and*
- (7) Alleviate blight/economic obsolescence of the subject area.*

As mentioned above (criterion “f”), the Town Square project is supported by the City 2016-2021 ED Strategic Plan—which has now supplanted the Economic Development Program—and therefore the requested actions meet criterion g(1). Specifically, the project is listed under the ED Strategic Plan’s ACTION PLAN FOR CHANGE, Goal 4, Objective 4.1: Promote Economic Development /Redevelopment in the Eastern Section of the City; Strategy 4.1.4.: Work with the CRA to develop a Town Square in the downtown to include City Hall, Library, Children’s School House Museum, Old High

School, Civic Center, Arts Center, and Madsen Center. The proposed FLUM amendment/rezoning supports a project that would constitute a major catalyst for creating a successful, lively downtown, bringing more development to the area and attracting more residents and visitors to the City. The project would or at least has a potential to:

- Generate new ad valorem tax stream revenues from the previously tax exempt properties through the involvement of the private sector (criterion g2);
- Respond to the community needs by enhancing efficiency of the public service provision (criterion g3);
- Create jobs, though most will likely be low wage retail positions; and
- Alleviate economic/functional obsolescence in the subject area, including underutilization of land on the subject property (criterion g7).

In addition, the requested actions and the project they will support include restoration/preservation and adaptive reuse of the Old High School.

***h. Commercial and Industrial Land Supply. The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:***

*(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or*

*(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph “g” above; and*

*(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.*

The proposed FLUM amendment and rezoning would add a commercial component to the civic campus: the current land use and zoning do not allow commercial uses.

***i. Alternative Sites. Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.***

N/A (See responses above to criteria “a,” “b,” and “c.”)



- j. Master Plan and Site Plan Compliance with Land Development Regulations.***  
*When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

The City-initiated rezonings can proceed in advance of the master plan submittal. When submitted, the master plan will comply with Land Development Regulations (see the “**Prerequisites for Approval: the Process**” section of this report).

### **CONCLUSION/RECOMMENDATION**

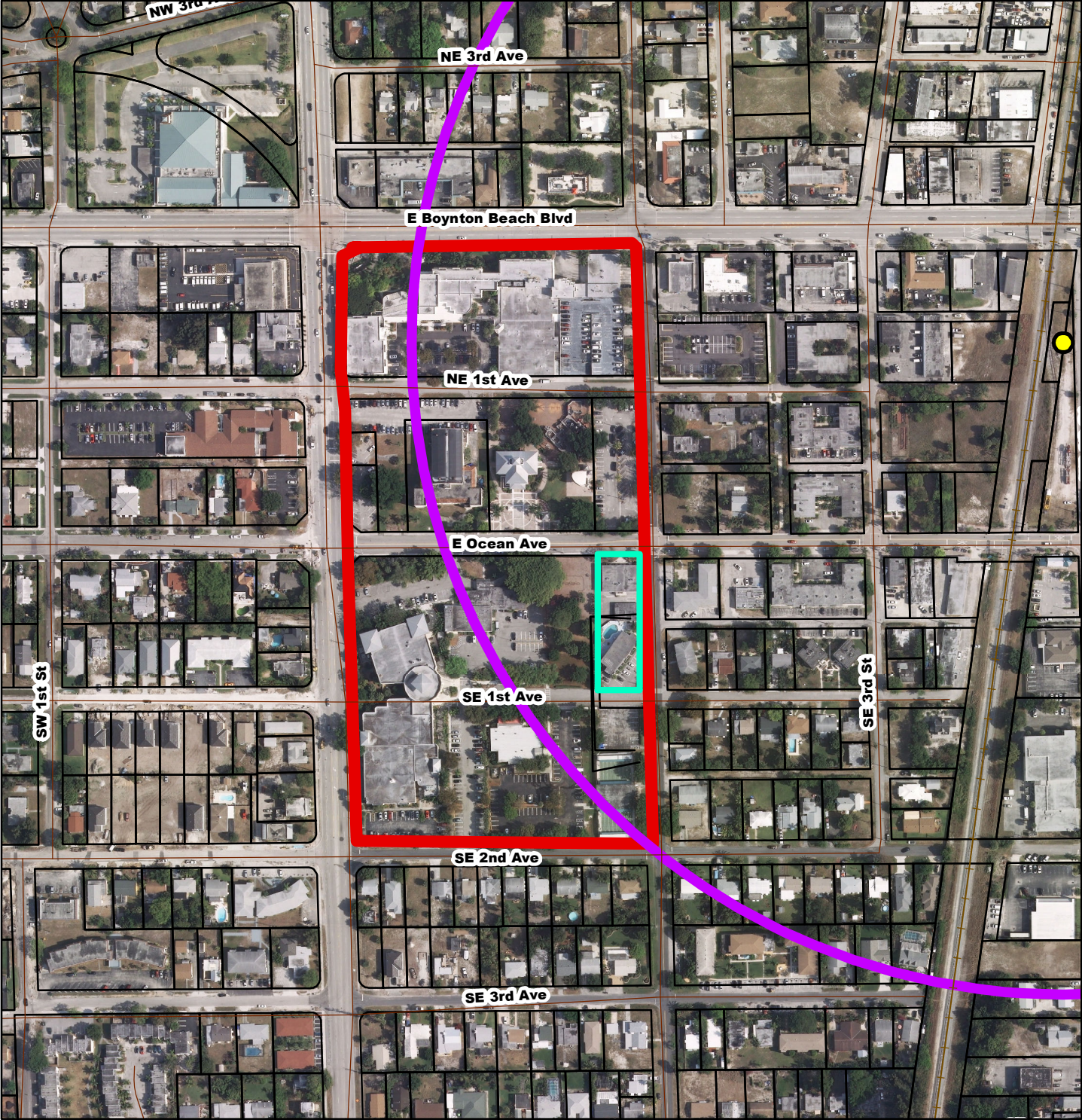
As indicated herein, staff has reviewed the proposed requests and determined that they are consistent with the policies of the Comprehensive Plan and implement the recommendations of the CRA Community Redevelopment Plan, the City’s Strategic Plan and the Economic Development Strategic Plan. It is anticipated that the Comprehensive Plan and LDR amendments required for the approval of the proposed FLU Map amendment and rezoning will be finalized prior to its expected adoption date.

Staff recommends approval of the proposed Future Land Use Map amendments for the transmittal to the State for an Expedited State Review.

### **ATTACHMENTS**

# CITY OF BOYNTON BEACH TOWN SQUARE LOCATION MAP

EXHIBIT A



## Legend

- Town Square
- Future Coastal Link station
- Transit Core Area
- Park Lane Condominium

**Total Town Square area: 16.5 acres**

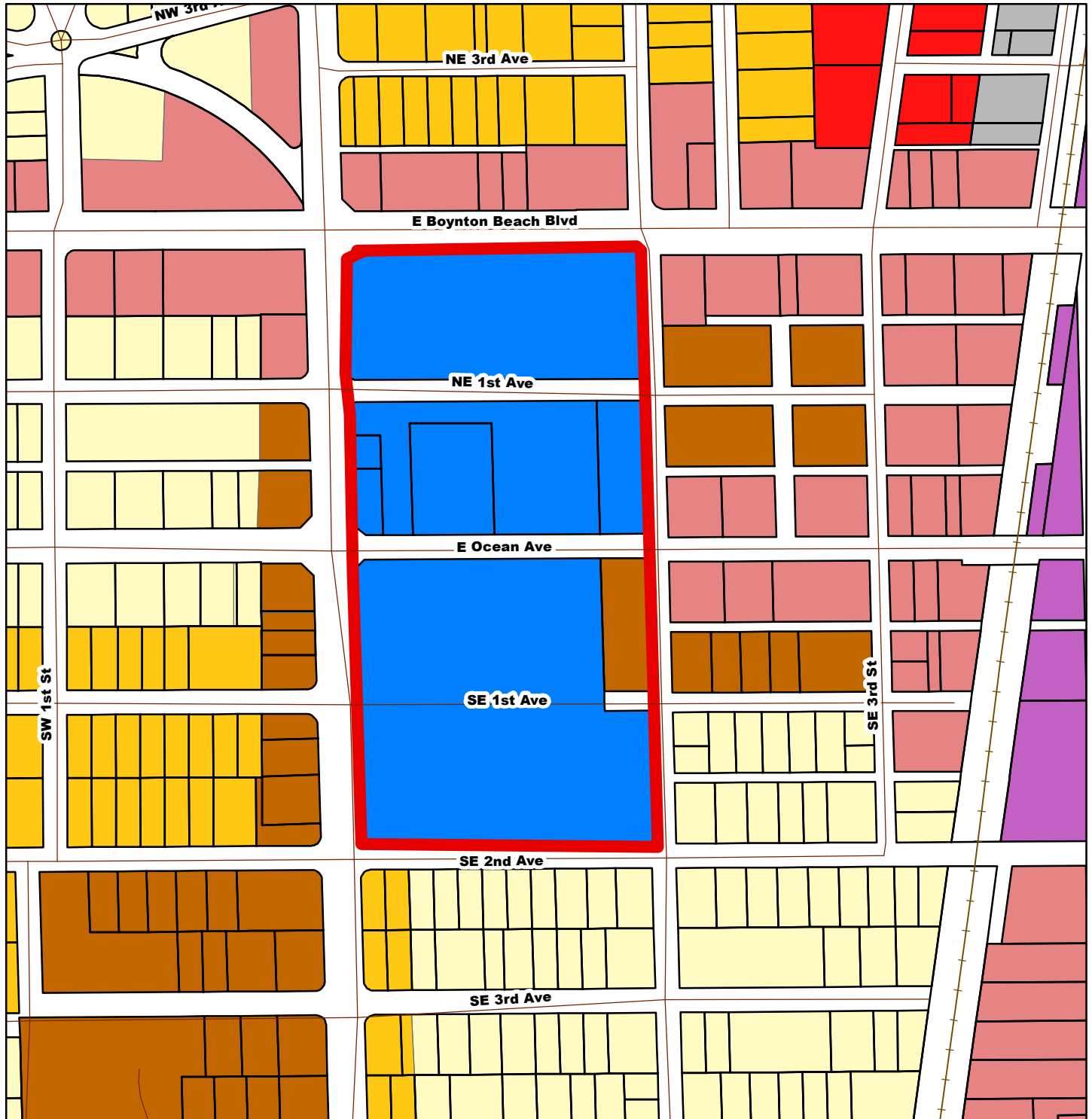


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## CURRENT FLU CLASSIFICATIONS FOR TOWN SQUARE AND ADJACENT AREAS



### Legend

#### Future Land Use Classifications

- LOW DENSITY RESIDENTIAL (LDR) Max. 5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR) Max. 10 D.U./Acre
- HIGH DENSITY RESIDENTIAL (HDR) Max. 11 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)
- GENERAL COMMERCIAL (GC)
- INDUSTRIAL (I)
- PUBLIC & PRIVATE GOVERNMENTAL/INSTITUTIONAL (PPGI)

Town Square

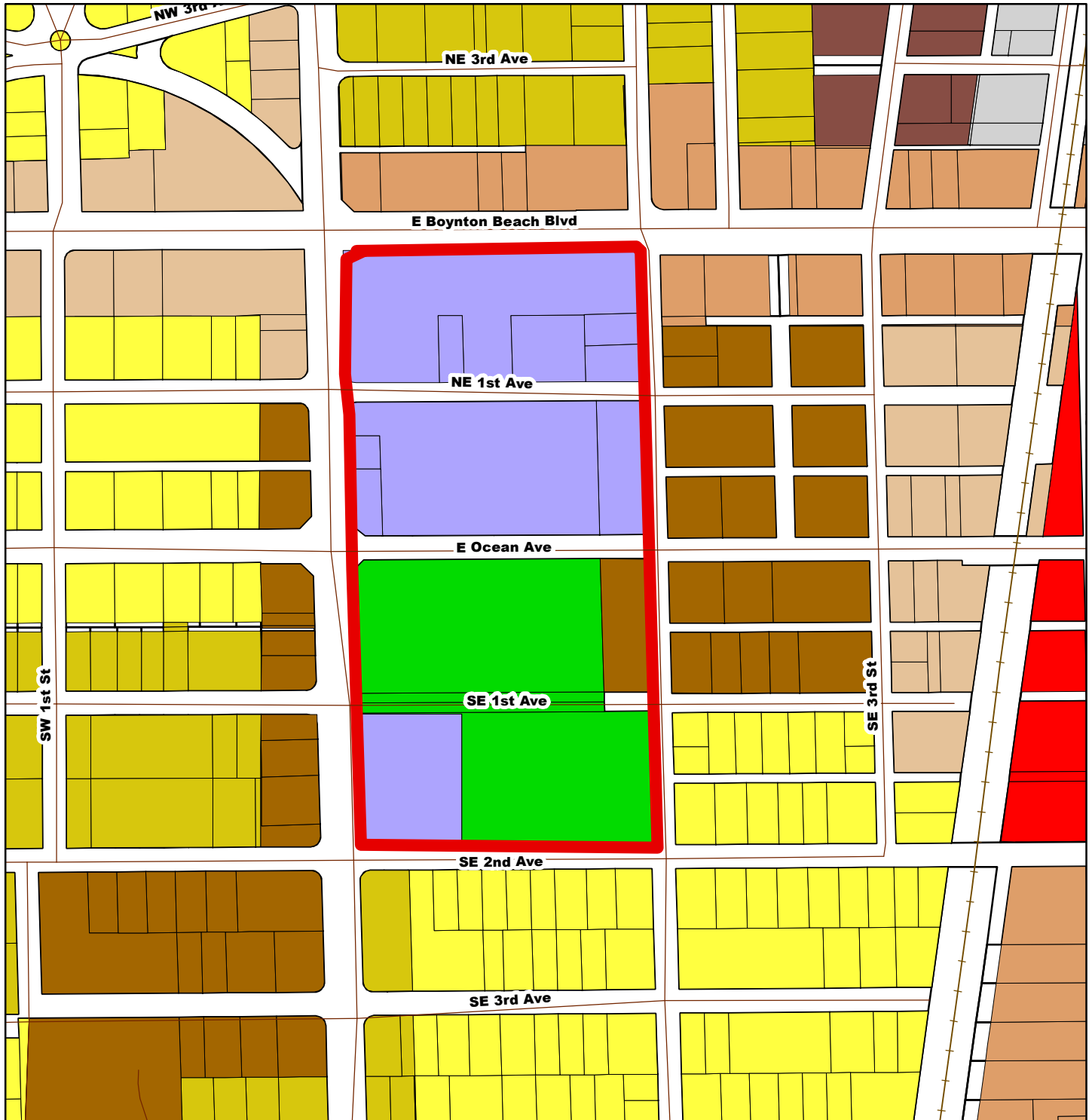
Last amended October 20, 2015



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## CURRENT ZONING DESIGNATIONS FOR TOWN SQUARE AND ADJACENT AREAS



### Legend

#### Zoning designations

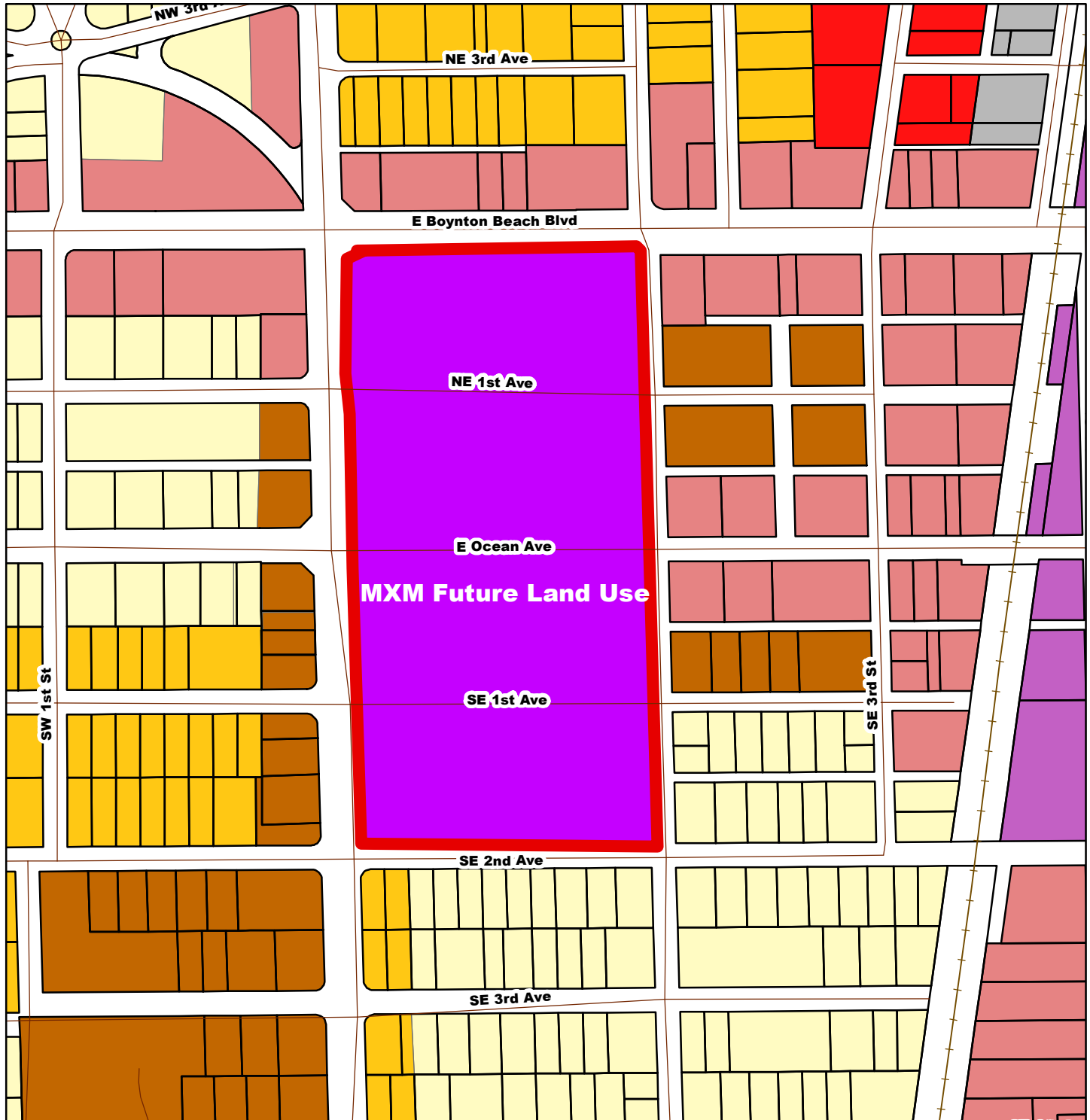
	R1A Single Family		C4 General Commercial
	R2 Duplex		CBD Central Business District
	R3 Multi Family		M1 Light Industrial
	C2 Neighborhood Commercial		PU Public Usage
	C3 Community Commercial		REC Recreation



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## PROPOSED FLU CLASSIFICATION FOR TOWN SQUARE\*



## Legend

- LOW DENSITY RESIDENTIAL (LDR) Max. 5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR) Max. 10 D.U./Acre
- HIGH DENSITY RESIDENTIAL (HDR) Max. 11 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)
- GENERAL COMMERCIAL (GC)
- INDUSTRIAL (I)
- Mixed Use (MX), Max. Density 40 du/acre
- MIXED USE Medium (MXM), Max. Density 50 D.U./Acre

Town Square

\* NOTE: Areas adjacent to Town Square shown with the current FLU classifications

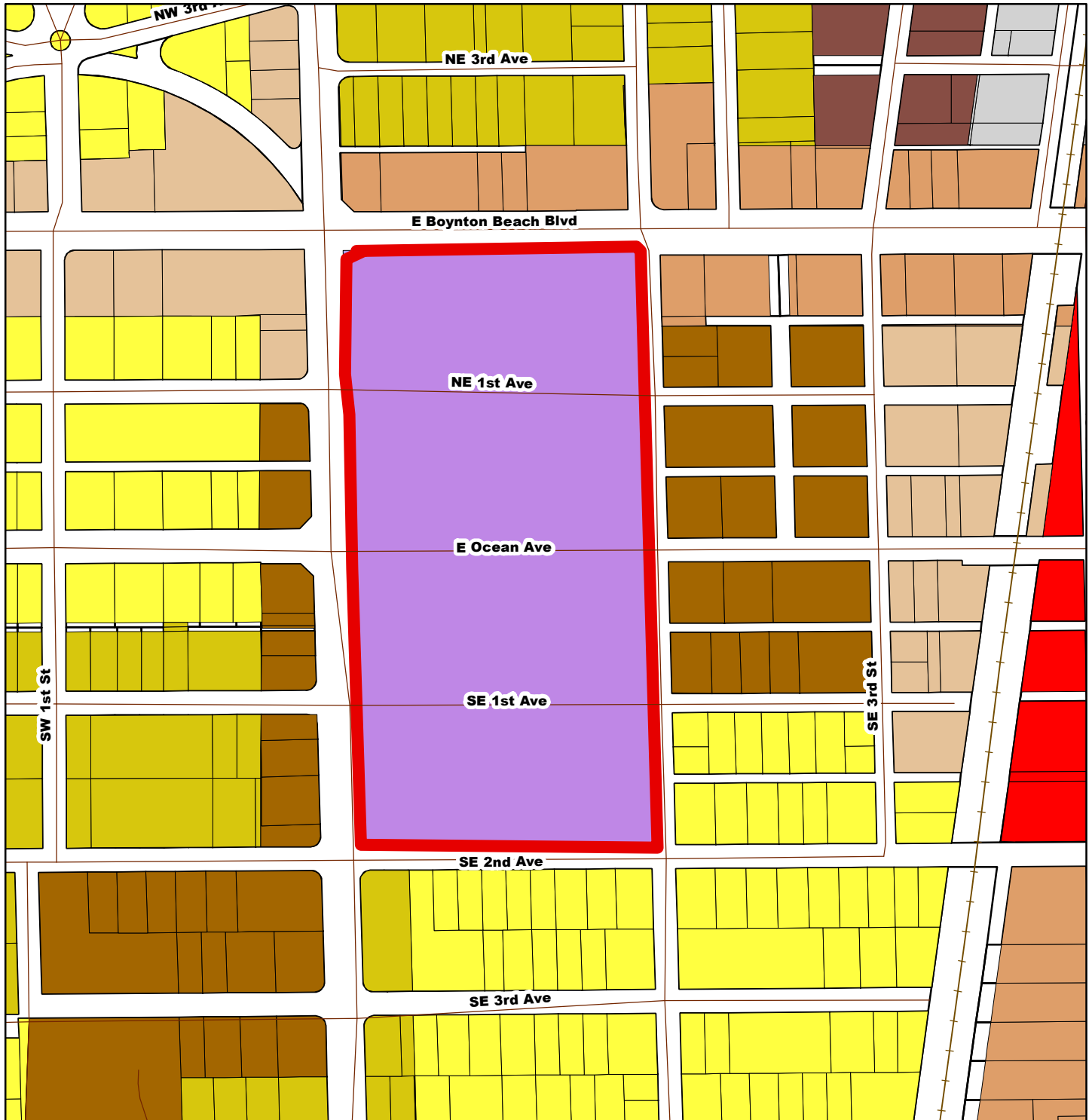


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## PROPOSED ZONING DESIGNATION FOR TOWN SQUARE



### Legend

#### Zoning designations

R1A Single Family

R2 Duplex

R3 Multi Family

C2 Neighborhood Commercial

C3 Community Commercial

C4 General Commercial

CBD Central Business District

M1 Light Industrial

MU-3 Mixed Use 3

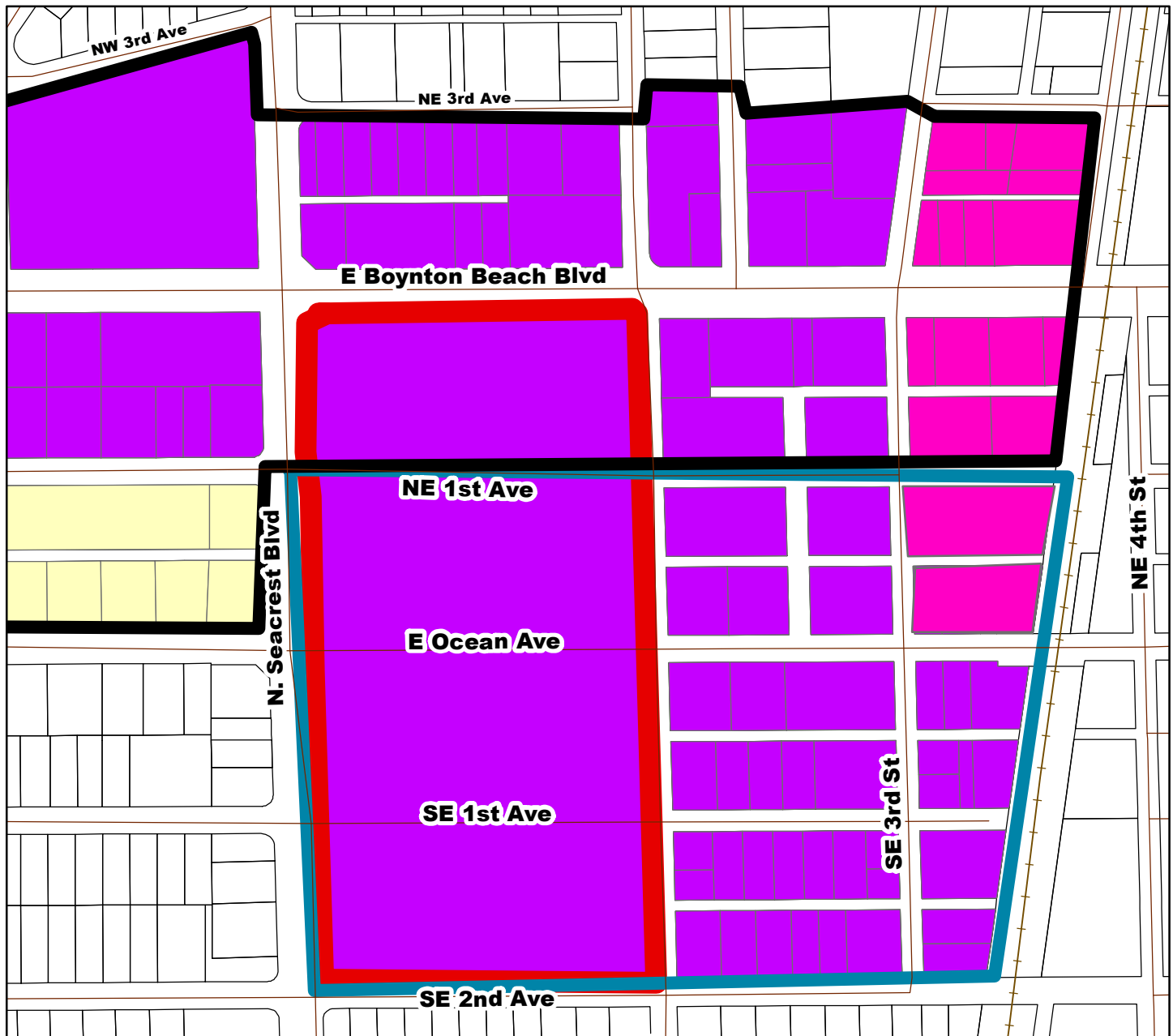
 Town Square






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### CRA COMMUNITY REDEVELOPMENT PLAN'S FLU RECOMMENDATIONS FOR CULTURAL AND AND BOYNTON BEACH BOULEVARD DISTRICTS



#### LEGEND

-  Town Square
-  Cultural District
-  Boynton Beach Blvd District

-  Mixed Use High (MXH), Max. Density 80 D.U./Acre
-  Mixed Use Medium (MXM), Max. Density 50 D.U./Acre
-  Low Density Residential, Max. Density 7.5 D.U./Acre



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