

The City of Boynton Beach



City Commission Agenda

Tuesday, June 19, 2018, 6:30 PM

City Hall Chambers

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

Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)

Vice Mayor Christina L. Romelus (District III)

Commissioner Justin Katz (District I)

Commissioner Mack McCray (District II)

Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager

James Cherof, City Attorney

Judith A. Pyle, City Clerk

MISSION

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

America's Gateway to the Gulfstream



www.boynton-beach.org

WELCOME

Thank you for attending the City Commission Meeting

GENERAL RULES 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 due to Holidays/Election Day).

1. OPENINGS

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

Invocation

Pledge of Allegiance to the Flag led by Vice Mayor Romelus

Roll Call

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. Announce Budget Workshop dates and times:

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 16, 2018 @ 5:00 P.M.

Tuesday, July 17, 2018 @ 10:00 A.M.

Wednesday, July 18, 2018 @ 2:00 P.M.

- B. Announce that Commissioner Dave Kerner and Representative David Silvers will be co- hosting a Hurricane preparedness workshop on June 26, from 6-8 pm at the Mid-County Senior Center 3680 Lake Worth Road, Lake Worth, 33461. They are planning on having presentations by Palm Beach County Emergency Operations Center, The Solid Waste Authority, South Florida Water Management District and the Lake Worth Drainage District.
They also plan on having representation from Red Cross, FPL and other important partners.
- C. Announce the "Fishing for Fireworks?" event that will be held on July 4th at Intracoastal Park by Mary DeGraffenreidt, Events and Program Manager.
- D. Announcement by CareerSource of Palm Beach County about their youth programs by Holly Carson, Senior Director, WIOA Training Programs.
- E. Presentation on the update of Route Performance Maximization. Presentation to be given by Clinton Forbes, Executive Director or Steve Anderson, Project Manager.
- F. Proclaim June 27, 2018 as National HIV Testing Day. A representative from FoundCare will be present to accept the proclamation.
- G. Proclaim June as Pride Month. Julie Seaver of Compass GLCC and Merideth Ockman of PBCHRC, will be present to accept the proclamation.
- H. Proclaim June 19, 2018 as Lifeguard Appreciation Day.

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. Authorize City Commissioners to travel and hotel stay for the National League of Cities Annual Conference at the Los Angeles Convention Center in Los Angeles, CA, November 7-10, 2018.
- B. 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 1 Alt

Employee Pension Board: 1 Reg

Historic Resource Preservation Bd: 1 Reg

Senior Advisory Board: 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. R18-080** - Authorize the City Manager to sign an interlocal agreement between Palm Beach County and the City of Boynton Beach/Boynton Beach Police Department for law enforcement services in connection with administering the manatee protection conservation program.
- B. **PROPOSED RESOLUTION NO. R18-081** - Approve the temporary road closure of the lanes in the 2000 Block of State Road 5 700 feet of the right lane heading Northbound and 400 feet of the left lane heading Southbound on Wednesday, July 4, 2018 for the annual 4th of July Celebration, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.
- C. **PROPOSED RESOLUTION NO. R18-082** - Authorize the Mayor to sign a Partial Release Agreement for a Water Service Agreement executed in July 1983 with Jamaica Bay, Inc.
- D. Approve making a \$7,500 donation to the Bill Tome Foundation for Kids and Families, Inc. from the Law Enforcement Trust Fund to support their 2nd annual golf tournament.
- E. Approve utilizing Green Building Initiative of Portland, OR to evaluate the building data of the new City Hall/Library and Police Department in connection with the Green Globes Assessment and Certification as a sole source vendor, in a total amount of \$26,200.
- F. Authorize the purchase of an Extreme Networks wireless system from STEPcg of Covington, KY in the amount of \$53,688.24, utilizing the State of Florida Alternate Contract Source Number 43220000-WSA-14-ACS for the replacement of the wireless system at Fire Station #5 and new installation of wireless at the Utilities East Water Treatment Plant. The State of Florida Alternate Contract contract complies with the City of Boynton Beach's competitive bid requirements.
- G. Approve utilizing the State of Florida Contract DMS-12/13-001H with Jade Communications, Inc. of Boca Raton, FL for Telecommunications infrastructure needed at the interim Police Facility in the approximate amount of \$46,010. The City is allowed to utilize the State of Florida contracts in accordance with City's procurement procedures.
- H. Approved utilizing R. George & Associates, Inc. of Deland, FL to provide moving services for the Library from its current location to the interim locations based on the estimated quote of \$74,235.
- I. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the seven (7) month period ended April 30, 2018.

- J. 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 June 19, 2018 - "Request for Extensions and/or Piggybacks."
- K. Accept the written report to the Commission for purchases over \$10,000 for the month of May 2018.
- L. Legal Expenses - May 2018 - information at the request of the City Commission. No action required.
- M. Approve the minutes from City Commission meeting held on June 5, 2018.

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

8. 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. 18-010 - FIRST READING** - Approve Gas Station Regulations (CDRV 18-002) - Amending the LAND DEVELOPMENT REGULATIONS (LDR), Chapter 3. Zoning, Article IV. Use Regulations, Section 3.D, Use Matrix and Notes to increase eligible locations for gas station siting in appropriate areas of the City. City initiated.
- B. **PROPOSED ORDINANCE NO. 18-011 - FIRST READING** - Approve Wawa Future Land Use Map Amendment (LUAR 18-001) to reclassify property from Office Commercial (OC) to Local Retail Commercial (LRC). Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP.
PROPOSED ORDINANCE NO. 18-012 - FIRST READING - Approve Wawa Rezoning (LUAR 18-001) from C-1 Office Professional to C-3, Community Commercial. Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP.
- C. Approve Dog Activity World Group Conditional Use request (COUS 18-002) for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in the Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district. Applicant: Hannah Wickins.
- D. **PROPOSED ORDINANCE NO. 18-013 - FIRST READING** - Approve Zoning Use Amendments (CDRV 18-003) Amending the Land Development Regulations, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (Zoning Matrix and Notes), to increase provisions for contractors offices, offices for civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site. City initiated.
- E. Approve Wawa Gas Station Conditional Use and Major Site Plan Modification requests (COUS 18-001/MSPM 18-002) to construct a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump islands, and related site improvements, on property proposed to be rezoned to the C-3, Community Commercial zoning district. Applicant: T. Austin Simmons, Brightwork Real Estate Inc., VP / Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP.

9. CITY MANAGER'S REPORT

- A. The requested action is to discuss the value of adopting the Palm Beach County Panhandling Ordinance.

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS - None

12. LEGAL

- A. **PROPOSED ORDINANCE NO. 18-014 - FIRST READING** - Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, Zoning, Article II. General Provisions, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain site standards, facilitating the expeditious siting, design and construction of new and replacement of public improvements.
- B. **PROPOSED ORDINANCE NO. 18-015 - FIRST READING** - Approve Ordinance amending Part II. "Code of Ordinances," Chapter 2, "Administration," By creating a new Article XIX, entitled "Requirements for City of Boynton Beach's Docked Bike Share Systems"; providing for definitions, codification, conflicts, severability, and an effective date
- C. **PROPOSED ORDINANCE NO 18-016 - FIRST READING** - Approve Amateur Radio & TV Antennas (CDRV18-001) amending Chapter 3. Article V. Section 12 of the Land Development Regulations to update terminology, restrict the number of towers allowed, establish height limits and setbacks, while maintaining consistency with preemption regulations by the Federal Communications Commission (FCC). City-initiated.
- D. **PROPOSED ORDINANCE NO 18-017 - FIRST READING** - Approve Wireless Communication Facilities (CDRV 18-001) amending Chapter 3. Article V. Section 13 of the Land Development Regulations to implement regulations consistent with State legislation known as the Advanced Wireless Infrastructure Deployment Act that regulates WCF within public rights-of-way. City-initiated.
- E. Approve proposed settlement and authorize payment of \$200,000.00 to settle the case of Gail Jenkins and Leon I Jenkins v. City of Boynton Beach v. Mortgage Electronic Registration Systems with the additional terms set forth below.
- F. **PROPOSED ORDINANCE NO. 18-009 - SECOND READING - PUBLIC HEARING** - Approve proposed Ordinance amending Chapter 15, Article VIII, Chronic Nuisance Property Code to clarify certain sections.

13. FUTURE AGENDA ITEMS

- A. Agreement for Textile Recycling Franchise Agreement with FLSC, LLC dba Florida Textile Recycling Program for an exclusive City-Wide program - **July 2018**
- B. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
 - Nichols Property
 - Rolling Green
 - Girl Scout Park
- C. Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD - **TBD**
- D. Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. - **TBD**
- E. Discuss possibility of trolley service within the City - **TBD**
- F. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD**

14. 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: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Vice Mayor Romelus

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

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

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Announce Budget Workshop dates and times:

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 16, 2018 @ 5:00 P.M.

Tuesday, July 17, 2018 @ 10:00 A.M.

Wednesday, July 18, 2018 @ 2:00 P.M.

EXPLANATION OF REQUEST:

Our FY 2018/2019 Budget process is underway. Budget Workshops are scheduled to be held July 16-18, 2018 at the Intracoastal Park Clubhouse.

The Commission adopts a Preliminary Fire Assessment Resolution and a Tentative Millage Rate Resolution at these workshops.

The following workshops have been scheduled:

Budget Workshops:

Monday, July 16, 2018: 5:00 p.m.

Tuesday, July 17, 2018: 10:00 a.m.

Wednesday, July 18, 2018: 2:00 p.m.

As a reminder, Tuesday, July 17, 2018 there will also be a regular City Commission meeting at 6:30 pm.

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:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Announce that Commissioner Dave Kerner and Representative David Silvers will be co- hosting a Hurricane preparedness workshop on June 26, from 6-8 pm at the Mid-County Senior Center 3680 Lake Worth Road, Lake Worth, 33461. They are planning on having presentations by Palm Beach County Emergency Operations Center, The Solid Waste Authority, South Florida Water Management District and the Lake Worth Drainage District.

They also plan on having representation from Red Cross, FPL and other important partners.

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:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	Flyer



Hurricane Preparedness Workshop

Representative David Silvers &
Commissioner Dave Kerner

When: June 26, 2018 6pm-8pm

Where: Mid-County Senior Center
3680 Lake Worth Rd, Palm Springs, FL.
33461



**American
Red Cross**



Are you prepared?

Learn about: Emergency supplies,
evacuation planning, preparing your
house and your family and working
with the community.

Any questions:
(561) 357-4824



Taller de Preparación para Huracanes

Representante David Silvers &
Comisionado Dave Kerner

Cuando: Junio 26, 2018 6pm-8pm

Donde: Mid-County Senior Center
3680 Lake Worth Rd, Palm Springs, FL.
33461



**American
Red Cross**



Estas Preparado?

Aprende Sobre: Suministros de
Emergencias, planes de evacuación,
Como preparar tu casa y a tu familia
y trabajar con la comunidad

Preguntas al:
(561) 357-4824



Atelye Preparasyon Siklòn

Reprezantan David Silvers &
Komisyonè Dave Kerner

Lè se: Jen 26, 2018 6pm-8pm

Ki kote: Mid-County Senior Center
3680 Lake Worth Rd, Palm Springs, FL.
33461



**American
Red Cross**



Ou prepare?

Aprann sou: Pwodwi pou Ijans, Plan evakyasyon, Kouman pou prepare kay ou ak fanmi ou epi travay avèk kominote a

Nenpòt kesyon:
(561) 357-482



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Announce the "Fishing for Fireworks?" event that will be held on July 4th at Intracoastal Park by Mary DeGraffenreidt, Events and Program Manager.

EXPLANATION OF REQUEST:

The City will be hosting its annual July 4th event, "Fishing for Fireworks?" at Intracoastal Park from 6:30 - 10:30 p.m. Fun activities at the "Kid's Corner" will be available till 9 p.m. Progressive rock band The Paradigm will begin performing at 7:30 p.m. and again following the fireworks, which begin at 9:00 p.m. Public is invited to bring chairs and blankets. Food vendors will provide delicious treats. Free shuttle services will be provided from 5:00 - 10:30 p.m. from the Hester Center (1901 N. Seacrest Blvd.) to Intracoastal Park and back. The final shuttle to the Park from the Hester Center will depart at 8:30 p.m..

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This is an annual event.

FISCAL IMPACT: Budgeted Funds for the event are included in the City's General Fund.

ALTERNATIVES: Do not make the announcement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	July 4th Flyer



Fishing for Fireworks?

CATCH BOYNTON BEACH'S
INDEPENDENCE DAY
FESTIVITIES!

**Wednesday, July 4th
6:30-10:30 p.m.**

Intracoastal Park

2240 N. Federal Highway

- 6:30 p.m. Kid's Corner (fun activities until 9:00 p.m.)
- 7:30 p.m. The Paradigm (Progressive Rock)
- 8:45 p.m. Patriotic Salute
- 9:00 p.m. Fireworks
- 9:20 p.m. The Paradigm (Progressive Rock)

FOOD VENDORS • BRING CHAIRS & BLANKETS

Free shuttle services from Ezell Hester Community Center, 1901 N. Seacrest Blvd. from 5:00-10:30 p.m. The final shuttle picks up from Ezell Hester Community Center at 8:30 p.m.



www.boynton-beach.org   

For more information: 561-742-6640

No pets or fireworks permitted. For accommodation under the ADA, call 561.742.6241, or (Florida Relay) 1.800.955.8771, no later than 5 days before the event.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Announcement by CareerSource of Palm Beach County about their youth programs by Holly Carson, Senior Director, WIOA Training Programs.

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:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	Summer Youth Flyer

Looking for a **CHALLENGE** this summer?

APPLY TODAY for the Summer Youth Program!

IF YOU ARE:

- Between the ages of 17-24 years old
- Not employed or working
- Not enrolled in school (high school/college)

ARE YOU READY TO:

- Attain Microsoft credentials (classes in Belle Glade)?
- Attain hospitality credentials (classes in West Palm Beach)?
- Be selected for a **PAID** internship?
- Be considered for an education scholarship?

Apply before June 21 to build your future!

SUMMER YOUTH PROGRAM DATES:

- July 9 to August 10

APPLY TODAY:

www.careersourcepbc.com

CONTACT US:

561.340.1060 ext.2361 • youthteam@careersourcepbc.com





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Presentation on the update of Route Performance Maximization. Presentation to be given by Clinton Forbes, Executive Director or Steve Anderson, Project Manager.

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:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Proclaim June 27, 2018 as National HIV Testing Day. A representative from FoundCare will be present to accept the proclamation.

EXPLANATION OF REQUEST:

This year marks the 24th annual observance of National HIV Testing Day on June 27th, and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to provide HIV testing throughout Palm Beach County during the week surrounding National HIV Testing Day, June 23-30, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There is no affect on City programs or services. It does heighten public awareness of the testing opportunity.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not present the Proclamation.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Piggy-Back	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, in the United States, over 1 million people are living with HIV, and every 12 minutes a new infection occurs yielding more than 40,000 annual new HIV infections; and

WHEREAS, in Florida more than 114,700 people are living with HIV, and more than 13 new infections occur daily, and 1-in-8 HIV-infected individuals don't know that they're infected; and

WHEREAS, in Palm Beach County more than 8,200 people, or 1-in-170 residents, are living with HIV; and

WHEREAS, an individual's behaviors, not race or ethnicity or sexual orientation, put him/her at risk of HIV infection; and

WHEREAS, new treatments are bringing hope and enhancing the quality of life for those who are affected; however, these considerable advances can only help individuals if they know their HIV status;

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 27th of June, Two Thousand Eighteen as:

NATIONAL HIV TESTING DAY

and urge all residents of the City of Boynton Beach to take the HIV test to know your status and to take part in other activities and observances designed to increase awareness and understanding of HIV/AIDS.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 19th day of June, Two Thousand Eighteen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Proclaim June as Pride Month. Julie Seaver of Compass GLCC and Merideth Ockman of PBCHRC, will be present to accept the proclamation.

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:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, The lesbian, gay, bisexual and transgender community is comprised of people from all walks of life who are active participants in our community; and

WHEREAS, Members of the lesbian, gay, bisexual and transgender community are engaged in endeavors of economic growth, retail, education, hospitality, community, professional and service industries; and

WHEREAS, The City of Boynton Beach has a proud history of striving for equal opportunity for all of its residents and employees; and

WHEREAS, People seeking to limit any rights of the lesbian, gay, bi-sexual, and transgender community are in conflict with the City's policies and anti-discrimination ordinances.

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

LGBTQ PRIDE 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 19th day of June Two Thousand Eighteen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Proclaim June 19, 2018 as Lifeguard Appreciation Day.

EXPLANATION OF REQUEST: The number one cause of drowning in Palm Beach County is unsupervised water activity. Lifeguards provide an invaluable contribution in drowning prevention and water safety. Through their specialized training, lifeguards help keep our public beaches and pools safe by enforcing rules, monitoring patrons, and taking appropriate action when necessary, often exposing themselves to high risk situations.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The proclamation will help recognize the valuable contributions that lifeguards make to our community.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Do not make the proclamation.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Lifeguard Appreciation Day

City of Boynton Beach

Proclamation

WHEREAS, the number one cause of drowning in both Palm Beach County and the U.S. is unsupervised water activity. Lifeguards play an invaluable role in drowning prevention and water safety through their specialized training to identify persons in distress in the water and provide first responder help.

WHEREAS, most drownings occur at unguarded sites, according to the Center for Disease Control (CDC) Injury Center. If a lifeguard is present, the chance of drowning at a beach is less than one in 18 million per year as reported by the United States Lifesaving Association (USLA).

WHEREAS, lifeguard surveillance is essential to a swimming facility's risk management program. By enforcing the rules and monitoring patrons, action can be taken to prevent or minimize aquatic injuries.

WHEREAS, lifeguards certified as Water Safety Instructors are trained to provide comprehensive swim instruction to all age groups. Participating in formal swim lessons reduces the risk of drowning among children aged 1 to 4 years, the population with the highest drowning rates.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 21 of June Two Thousand Eighteen as:

Lifeguard Appreciation Day

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 19 day of June Two Thousand Eighteen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Authorize City Commissioners to travel and hotel stay for the National League of Cities Annual Conference at the Los Angeles Convention Center in Los Angeles, CA, November 7-10, 2018.

EXPLANATION OF REQUEST:

The annual National League of Cities conference will be held at the Los Angeles Convention Center in Los Angeles, CA, November 7-10, 2018. (Conference Brochure attached)

Registration is \$545 per person until 7/15/18. \$635 per person 7/16/18-9/15/18.

Hotel varies between \$270-\$310 per night depending on hotel. May need to stay 4-5 nights depending on schedule. Hotel cost for 5 nights @ avg cost of \$290 would be \$1,450.

Airfare could range between \$375-\$500 per person

Estimated costs per person \$3,000 including meals, parking, etc.

In accordance with Resolution R07-150, establishing the travel policy for the City Commission, the City Commission by a majority of its members shall approve travel for each member of the City Commission. (Resolution attached)

While this conference is in FY18/19, the commission may want to consider if anyone would like to go in order to take advantage of lower costs for early registration, hotel and airfare costs.

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

FISCAL IMPACT: Budgeted

Registration/Hotel costs estimated at \$3,000 per commissioner.

Funds would need to be included in the FY18/19 budget for travel to the NLC conference under account 001-1110-511-40-12 for commissioners that want to attend.

ALTERNATIVES: Do not authorize any Commissioners to attend conference.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	NLC Conf Registration Fees
<input type="checkbox"/> Attachment	NLC Conf Hotel Costs
<input type="checkbox"/> Attachment	NLC Conf Schedule
<input type="checkbox"/> Attachment	Commission Travel Policy



City Summit | Annual Conference of the National League of Cities

7 - 10 November 2018 Los Angeles Convention Center

Registration Fees

What's included in your registration?

Registration Fees:	Early Bird	Advance	Regular
	Valid Until 07/15/2018	Valid Until 09/15/18	Valid Starting 11/7/18
If your municipality is a member of the National League of Cities	\$545	\$635	\$745
If your municipality is a member of your state municipal league (SML)	\$645	\$755	\$865
Non-Member/Other	\$695	\$830	\$1005
First Time Attendee	\$460	\$460	\$460

Special Conference Rates

Spouse/Guest (non-refundable)	\$155
Children (12 years and younger)	Free
*Youth Chaperone/Adult Ally (may not be elected officials)	\$170
*Youth Delegate (high school students)	\$175
State of California city officials	\$99 (one-day special rate) or discount on the full conference registration (Member: \$500; SML Member: \$600)

*Registration is limited for Youth Delegates and Chaperones to the Congressional City and City Summit Conferences and is welcomed on a first-come, first-served basis.

Group Registration Option

With so many sessions, seminars, meetings, networking events and other opportunities, it's impossible to take in all the conference has to offer just on your own. Consider attending with a group from your city to cover all areas and get the best return on your conference experience for your city. Groups of five or



- JW Marriott (headquarters) – \$309
- Residence Inn – \$299
- Courtyard – \$289
- Omni – \$285
- The LUXE – \$289
- Sheraton Grand – \$279
- Westin Bonaventure – \$277
- Ritz – \$399
- Millennium Baltimore – \$219
- Hotel Indigo – \$289

Conference Map





City Summit | Annual Conference of the National League of Cities

7 - 10 November 2018 Los Angeles Convention Center

Schedule At-a-Glance

Tentative Schedule of Events and Travel Planner. Events and timing subject to change

TUESDAY, NOVEMBER 6, 2018

Registration & Ask NLC Open (Afternoon)

WEDNESDAY, NOVEMBER 7, 2018

Registration & Ask NLC Open (All Day)

New Member and First Time Attendee Breakfast (Early Morning)

NLC University Seminars (All Day)

Host City Mobile Workshops (Morning and Afternoon)

Shared Wisdom Luncheon hosted by NLC University (Lunchtime)

Federal Advocacy Committee Meetings (Afternoon)

Expo Hall Welcome Reception (Early Evening)

Constituency Group Meetings and Events (Evening)

THURSDAY, NOVEMBER 8, 2018

Registration & Ask NLC Open (All Day)

NLC Board of Directors Meeting (Early Morning)

Solution Sessions (Morning)

NLC University Seminars (Morning)

Host City Mobile Workshops (Morning)

NLC Advisory Council Meeting (Morning)

Expo Hall and Market Square Open (All Day)

NLC Spotlight Theater Open (All Day)

NLC Resolutions Committee Meeting (Morning)

*Attendee Lunch in Expo Hall (Lunchtime)

Opening General Session (Afternoon)

Conference Workshops (Afternoon)

NLC Nominating Committee Public Hearing (Late Afternoon)

State League and Additional Events (Evening)

Constituency Group Events (Evening)

FRIDAY, NOVEMBER 9, 2018

Registration & Ask NLC Open (All Day)
General Session (morning)
Expo Hall and Market Square Open (All Day)
Conference Workshops (All Day)
NLC Spotlight Theater Open (All Day)
*Attendee Lunch in Expo Hall (Lunchtime)
Member Council Meetings (afternoon)
State League and Additional Events (Evening)

SATURDAY, NOVEMBER 10, 2018

Registration & Ask NLC Open (Morning)
Conference Workshops (Morning)
Closing General Session and Delegates Luncheon (Lunchtime)
Annual Business Meeting (Afternoon)
Host City Closing Event

*Indicates conference-wide meal, included in the cost of registration

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

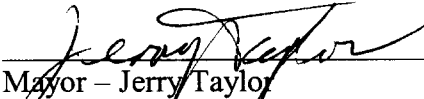
Section 2. That the City Commission of the City of Boynton Beach does hereby
establish a Travel Policy, a copy of which is attached hereto as Exhibit "A".

Section 3. That any and all previous Resolutions and/or Policies governing travel
are rescinded.

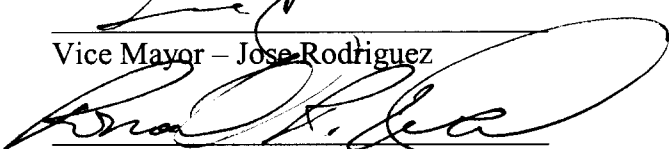
Section 4. That this Resolution will become effective immediately upon passage.

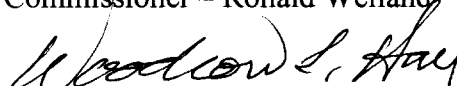
1 PASSED AND ADOPTED this 18 day of December, 2007.

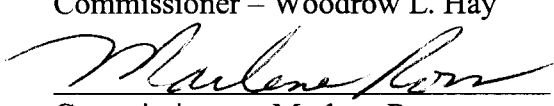
2
3 CITY OF BOYNTON BEACH, FLORIDA

4
5 
6 Mayor – Jerry Taylor

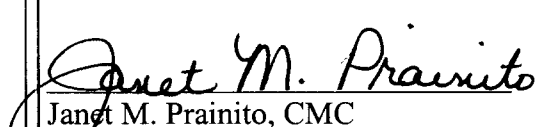
7
8
9 Vice Mayor – Jose Rodriguez

10
11 
12 Commissioner – Ronald Weiland

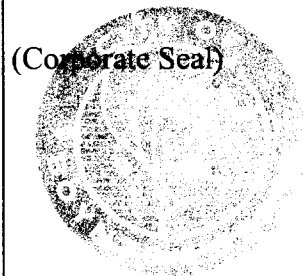
13
14 
15 Commissioner – Woodrow L. Hay

16
17 
18 Commissioner – Marlene Ross

19 ATTEST:

20
21 
22 Janet M. Prainito, CMC
23 City Clerk
24

25
26
27
28 (Corporate Seal)
29
30



**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: 6/19/2018

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: 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 1 Alt
Employee Pension Board: 1 Reg
Historic Resource Preservation Bd: 1 Reg
Senior Advisory Board: 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: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Other	Appointments 6-19-18

APPOINTMENTS AND APPLICANTS FOR JUNE 19, 2018

Arts Commission

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

Applicants

None

Building Board of Adjustments and Appeals

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

Applicants

None

Employee Pension Board

Mayor	Grant	Reg	4 yr term to 12/20 Tabled (2)
-------	-------	-----	-------------------------------

Applicants

None

Historic Resource Preservation Board

III	Romelus	Reg	2 yr term to 12/19 Tabled (2)
-----	---------	-----	-------------------------------

Applicants

None

Senior Advisory Board

II	McCray	Alt	2 yr term to 12/19 Tabled (2)
III	Romelus	Alt	2 yr term to 12/19 Tabled (2)

Applicants

None



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R18-080** - Authorize the City Manager to sign an interlocal agreement between Palm Beach County and the City of Boynton Beach/Boynton Beach Police Department for law enforcement services in connection with administering the manatee protection conservation program.

EXPLANATION OF REQUEST:

Term of Interlocal Agreement: November 15, 2018 - March 31, 2023

The Board of County Commissioners has established and is administering a program of conservation that provides for increased law enforcement presence in the County's waterways as one means of greater manatee protection. The Interlocal Agreement allows for the use of law enforcement officers from the Boynton Beach Police Department and for the reimbursement for law enforcement services at a rate of \$87.50 per hour for services performed under the Interlocal Agreement. The City of Boynton Beach and Palm Beach County have had Interlocal Agreements over the past several years for the same services.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

The funds received for services will cover the overtime hours worked and go towards fuel and maintenance of the marine boat.

Previous years reimbursement:

FY 16/17	\$30,275
FY 15/16	\$22,610
FY 14/15	\$19,160

ALTERNATIVES: Do not approve the resolution.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Resolution approving ILA with PBC for Police Services regareing Manatee Protection Program
▣ Agreement	Intrelocal Agreement

1
2
3
4
5
6
7
8
9
10
11
12
13

RESOLUTION R18-

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, APPROVING AND AUTHORIZING THE CITY
MANAGER TO SIGN AN INTERLOCAL AGREEMENT
WITH PALM BEACH COUNTY FOR LAW
ENFORCEMENT SERVICES IN CONNECTION WITH
ADMINISTERING THE MANATEE PROTECTION
CONSERVATION PROGRAM; AND PROVIDING AN
EFFECTIVE DATE.**

14 **WHEREAS,** Palm Beach County has established a program of conservation that
15 provides for increased law enforcement presences in the County's waterways as one means of
16 greater manatee protection; and

17 **WHEREAS,** this Interlocal Agreement allows for the use of law enforcement officers
18 from Boynton Beach Police Department and for the reimbursement at a rate of \$87.50 per hour
19 for services performed under the Interlocal Agreement; and

20 **WHEREAS,** the City Commission of the City of Boynton Beach upon recommendation
21 of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton
22 Beach to approve and authorize the City Manager to sign the Interlocal Agreement with Palm
23 Beach County which expires March 31, 2023, for law enforcement services in connection with
24 administering the manatee protection conservation program.

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

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

30 Section 2. The City Commission of the City of Boynton Beach hereby authorizes
31 the City Manager to sign an Interlocal Agreement between the City of Boynton Beach and Palm
32 Beach County which expires March 31, 2023, for law enforcement services in connection with
33 administering the manatee protection conservation program, a copy of said Interlocal
34 Agreement is attached hereto and made a part here as Exhibit “A”.

35 Section 3. That this Resolution shall become effective immediately upon passage.

36 **PASSED AND ADOPTED** this _____ day of _____, 2018.

37 CITY OF BOYNTON BEACH, FLORIDA

		YES	NO
39			
40			
41	City Mayor – Steven B. Grant	_____	_____
42			
43	Vice Mayor – Christina L. Romelus	_____	_____
44			
45	Commissioner – Mack McCray	_____	_____
46			
47	Commissioner – Justin Katz	_____	_____
48			
49	Commissioner – Joe Casello	_____	_____

52 VOTE

54 ATTEST:

58 Judith A. Pyle, CMC
59 City Clerk

63 (Corporate Seal)

**INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN PALM BEACH COUNTY
AND THE CITY OF BOYNTON BEACH**

THIS AGREEMENT is made this _____ day of _____, 2018, between City of Boynton Beach, hereinafter referred to as "Contractor", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter "County"), hereinafter referred to collectively as the "parties."

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season which was later amended in August 19, 2014 (R2014-1193); and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission has demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

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

1) Recitals

The recitals set forth above are true and correct and form a part of this Agreement.

2) Purpose.

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

3) Location of Law Enforcement Services

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit A.

4) Responsibility of Contractor

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the

knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review (Exhibit B). The Contractor shall provide the following information with the invoice: Standard Marine Enforcement Daily Report Form (Exhibit C); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

5) Responsibility of the County

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each year prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15th** of each year to assess the quality and quantity of services being performed by the Contractor between November 15 and January 15 of each year. If it appears that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive Contractor(s).

6) Effective Date and Term of the Agreement

This Agreement shall take effect November 15, 2018 and shall terminate on March 31, 2023, unless earlier terminated as provided herein or extended by the parties.

7) Authorized Representative

A. The County's authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or designee.

B. The Contractor's authorized representative is Officer Jaclyn E. Smith, (561) 742-6195, or his/her successor.

8) Independent Contractor

A. The parties shall be considered independent contractors, and no party shall be considered an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

B. All employees and agents of the Contractor who perform any act or service under the terms of this Agreement shall at all times be considered employees of the Contractor and not of the County. The Contractor will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services as provided herein.

C. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

9) Payment

A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Contractor shall provide additional documentation to support any invoice if requested by the County. Invoices received from the Contractor shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Contractor, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Contractor will clearly state "final invoice" on the Contractor's final/last invoice to the County. This shall constitute the Contractor's certification that all services have been properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Contractor.

10) Compliance with Codes and Laws

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

11) Access to Records and Audits

The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

12) Funding

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

13) Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered, faxed, or mailed (by certified mail, return receipt requested) to the respective addresses/recipients specified below:

As to the Contractor:

City of Boynton Beach
Attn: City Manager
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
Fax: 561-742-6011

Copy to:
Boynton Beach Police Department
Attn: Officer Jaclyn E. Smith
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
Fax: 561-742-6847

As to County:
Palm Beach County
Director of Department of Environmental Resources Management
2300 N. Jog Road - 4th Floor
West Palm Beach, FL 33411-2743
Fax: (561) 233-2414

Copy to:
Palm Beach County
Attn: County Attorney for ERM
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

14) Default, Termination, Opportunity to Cure

A. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

15) Waiver or Breach

It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

16) Indemnification

The Contractor shall be responsible for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the Contractor.

17) Insurance

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the Contractor acknowledges to be self-insured for General Liability and Automobile Liability under

Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

B. In the event the Contractor maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s. 768.28 f.s.*, The Contractor shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

C. The Contractor agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

D. When requested, the Contractor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

E. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

18) Applicable Law

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

19) Severability

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect.

20) Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties. This provision pertains only to the parties to the Agreement.

21) Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, all of which together will constitute one (1) and the same instrument.

22) Captions

The captions and section designations set forth herein are for convenience only and have no substantive meaning.

23) Exhibits

The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

24) Assignment

This Agreement is not assignable by either party.

25) Equal Opportunity

The County and the Contractor agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, familial status, marital status, sexual orientation, gender identity or gender expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of the Agreement.

26) Construction

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

27) Modification and Amendment

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

28) Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

29) No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Contractor.

30) Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

31) Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Contractor is specifically required to:

Keep and maintain public records required by the County to perform services as provided under this Agreement.

Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance

with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the Contractor does not transfer the records of the public agency.

Upon completion of the Agreement, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY FLORIDA,
for its BOARD OF COUNTY COMMISSIONERS

By: _____
Deborah Drum, Director
Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

County Attorney

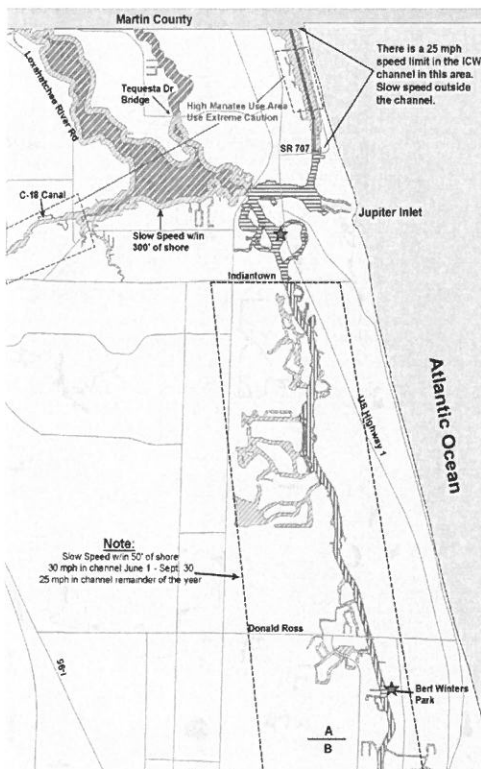
Deborah Drum, Director
Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

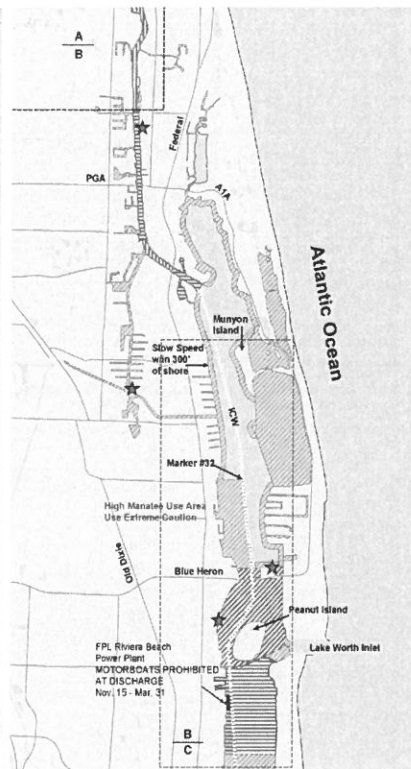
CITY OF BOYNTON BEACH

City Attorney

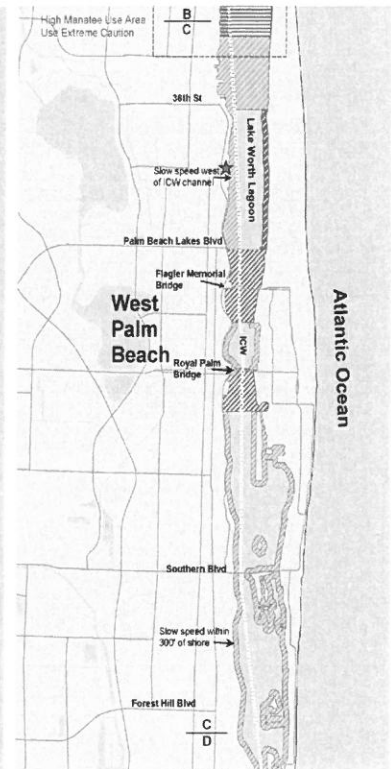
By: _____
Lori LaVerriere, City Manager



Map A



Map B



Map C

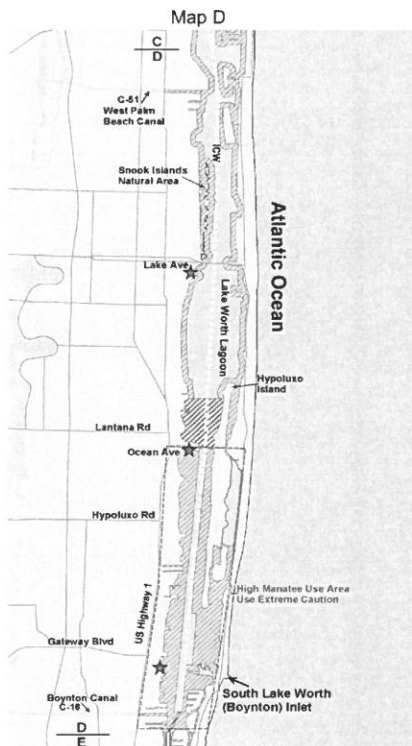
Quick Reference Guide

	Vertical Bars = Normal Operation (Max Speed Posted)		Diagonal Bars = Slow Speed, Minimum Wake		Horizontal Bars = Idle Speed, No Wake
--	---	--	--	--	---------------------------------------

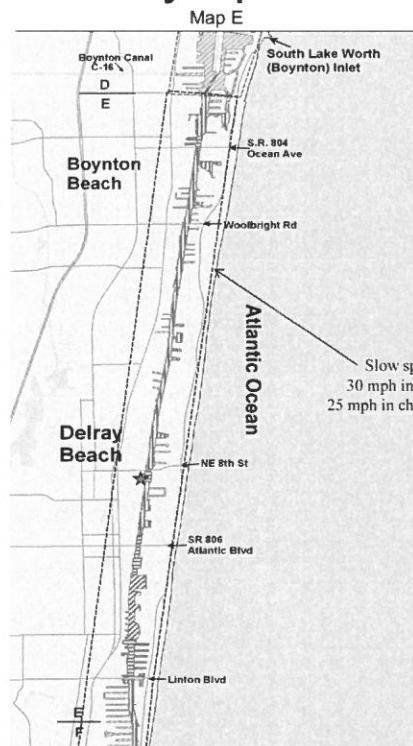
In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.



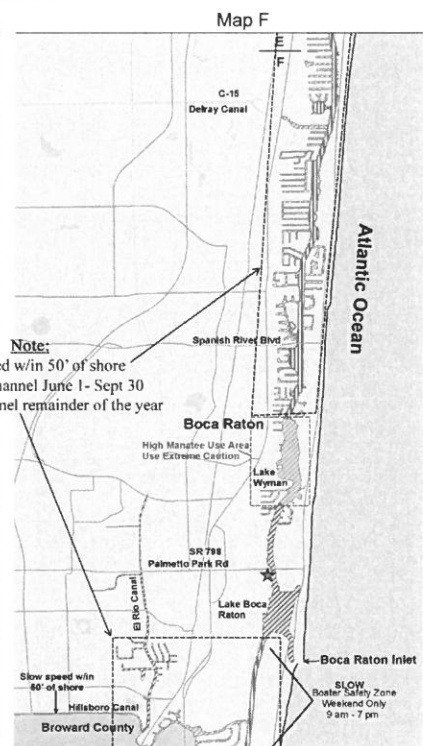
Palm Beach County Waterway Speed Zones



Map D



Map E



Map F



★ Public Boat Ramps	Manatee Speed Zones		Slow Speed, min wake, 11/15-3/31
ICW Channel		Max 30 mph (6/1-9/30), Max 25 mph rest of yr	Slow Speed, min wake, channel incl, yr round
Unregulated (Open Water)		Max 25 mph zone (yr round)	Idle Speed, no wake, 11/15-3/31
Boating Safety Zones		Slow Speed, min wake, channel exempt, 11/15-3/31	Idle Speed, no wake, channel exempt, yr round
	Slow Speed, min wake, channel exempt		Motorboats Prohibited
	Idle Speed, No Wake		
	Slow Speed, Minimum Wake		



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Manatee Zones). For more information contact FWC @ 1-800-955-8771.

EXHIBIT B

Payment Request

Law Enforcement (LE) Manatee Contract Agreement

1.	Contractor		
2.	Contract #		
3.	County Resolution #		
4.	ERM Account #		
5.	Date of Request		
6.	Reimbursement Request Number		
7.	Period	From	To
8.	Send Remittance to:		

Reimbursement Details

1.	Total Hours Worked (attach back-up documentation)	
2.	Number of Officers (attach back-up documentation)	
3.	Original Contract Amount	\$
4.	Cumulative Amount previously requested	\$
5.	Amount requested for reimbursement	\$
6.	Balance remaining after this amount	\$

I hereby certify that the information provided herein is true and accurate and in compliance with the contract.

Signature:		Date:	
Printed:		Title:	
Phone:		Fax:	

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Department of Environmental Resource Management
2300 North Jog Road 4th Floor
West Palm Beach, Florida 33411
(561) 233-2400

EXHIBIT C

MARINE SERVICES CONTRACT STANDARD MARINE ENFORCEMENT DAILY REPORT

AGENCY: _____

Today's Date: _____

Weather: Calm/Windy/Sunny/Overcast/Rainy
(circle all applicable)

Boat Engine Hours: _____
Start End

On the Water Hours for the Day: _____

Written Warnings _____

Manatee Zone Warnings _____

Total Citations _____

Manatee Zone Citations _____

Education Contacts _____

Complaints Dispatched _____

Location Patrolled _____

Assists:	Agency/Boaters	Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional information:	Issues while on the water
_____	_____
_____	_____
_____	_____

Missing or damaged waterway signage:

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

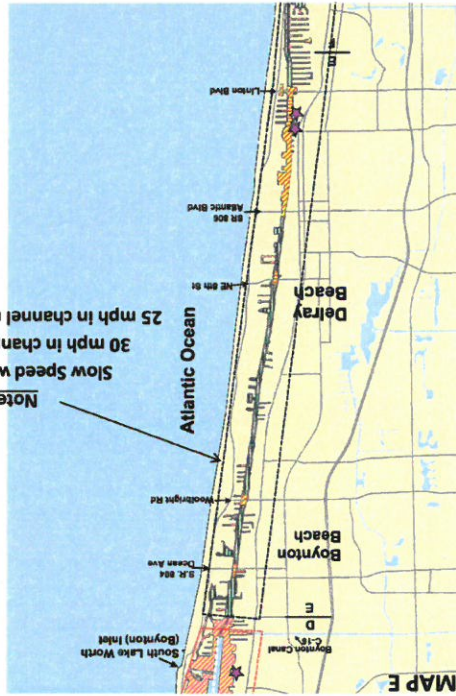
Signature



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Manatee Zones). For more information contact FWC @ 1-800-955-8771.



Slow Speed, Minimum Wake	Slow Speed, min wake, channel exempt
Idle Speed, No Wake	Idle speed, min wake, 11/15-3/31
Boating Safety Zones	Max 30 mph (6/1-9/30) / Max 25 mph rest of yr
Unregulated (Open Water)	Max 25 mph zone (year round)
ICW Channel	Motorboats Prohibited
Public Boat Ramps	Slow speed, min wake, channel exempt
	Slow speed, min wake, channel exempt, 11/15-3/31



Palm Beach County Waterway Speed Zones

In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.

Vertical Bars - Normal Operation (Max Speed Posted)
Diagonal Bars - Slow Speed, Minimum Wake
Horizontal Bars - Idle Speed, No Wake

Quick Reference Guide

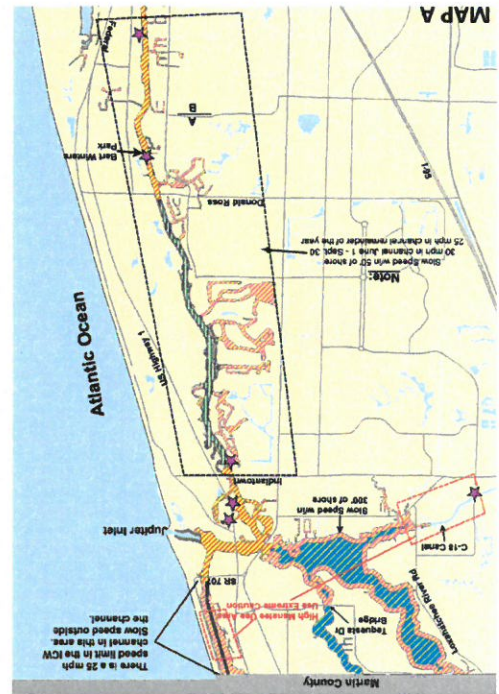


EXHIBIT A



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R18-081** - Approve the temporary road closure of the lanes in the 2000 Block of State Road 5 700 feet of the right lane heading Northbound and 400 feet of the left lane heading Southbound on Wednesday, July 4, 2018 for the annual 4th of July Celebration, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.

EXPLANATION OF REQUEST:

The closing of a state road requires a permit from FDOT which must be requested by an authorized official of the city. The road closure will be from approximately from 2:00 pm - 11:00 pm.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The temporary re-routing of traffic.

FISCAL IMPACT: N/A

ALTERNATIVES: Do not approve the road closure.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving the Temporary Road Closure for annual 4th of July Celebration

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

14 **WHEREAS**, the City of Boynton Beach’s annual 4th of July Celebration is scheduled
15 to be held on Wednesday, July 4, 2018; and

20 **WHEREAS**, the Florida Department of Transportation requires the local government
21 to authorize all temporary road closures on state roadways; and

26 **WHEREAS**, the City Manager (or her designee) is authorized to apply for the permit
27 for temporary closing of state roads for special events, pursuant to Chapter 14-65, Florida
28 Administrative Code, for said temporary closings;

31 Section 1. The foregoing "WHEREAS" clauses are true and correct and
32 hereby ratified and confirmed by the City Commission

C:\Program Files (x86)\neevia.com\docConverterPro\temp\NVDC\23F48177-E245-4460-87E6-911BF74B6C8E\Boynton Beach.10927.1.Road Closings 4th of July (2018) - Reso.doc

35 heading Northbound and 400 feet of the left land heading Southbound on July 4, 2018 for the
36 annual 4th of July Celebration.

37 Section 3. The City Manager (or her designee) is hereby authorized to apply for
38 permits from the Florida Department of Transportation pursuant to Chapter 14-65, Florida
39 Administrative Code, for said temporary closings.

40 Section 4. That this Resolution will become effective immediately upon passage.

41 **PASSED AND ADOPTED** this ____ day of _____, 2018.

42
43
44 CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
46 Mayor – Steven B. Grant	_____	_____
49 Vice Mayor – Christina L. Romelus	_____	_____
52 Commissioner – Mack McCray	_____	_____
54 Commissioner – Justin Katz	_____	_____
56 Commissioner – Joe Casello	_____	_____

57
58
59 VOTE _____

60
61 ATTEST:

62
63
64 _____
65 Judith A. Pyle, CMC
66 City Clerk
67

68
69
70 (Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R18-082 - Authorize the Mayor to sign a Partial Release Agreement for a Water Service Agreement executed in July 1983 with Jamaica Bay, Inc.

EXPLANATION OF REQUEST:

Palm Beach County is proceeding with a condemnation of certain property owned by Jamaica Bay, Inc. The subject property is land for right-of-way purposes. Jamaica Bay, Inc. is located on the east side of Military Trail, just south of Gateway Blvd.

Representatives for Jamaica Bay have requested this partial release so that it will not interrupt any existing water service agreement between the City of Boynton Beach and Jamaica Bay, Inc. and Palm Beach County will not have to proceed with condemnation of certain property, but claim the right-of-way for use in a cooperative manner.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No effect

FISCAL IMPACT:

None, the partial release is for a right-of-way use for Palm Beach County.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving Partial Release of Agreement for Water Service outside the City Limits with Jamaica Bay
<input type="checkbox"/> Agreement	Partial Release of Water Service agreement
<input type="checkbox"/> Location Map	County appraiser's property details

RESOLUTION R18-

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, APPROVING AND AUTHORIZING THE
MAYOR TO SIGN A PARTIAL RELEASE OF
AGREEMENT FOR WATER SERVICE OUTSIDE THE
CITY LIMITS WITH JAMAICA BAY, INC.; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, an Agreement for Water Service Outside the City Limits was recorded in favor of the City of Boynton Beach and recorded on July 7, 1983 in Official Records Book 3984, Page 0670 in the Public Records of Palm Beach County; and

WHEREAS, the County of Palm Beach has requested that this Partial Release of Agreement be executed incident to an intended condemnation of certain property owned by Jamaica Bay, Inc.; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the Mayor to sign the Partial Release of Agreement for Water Service Outside the City Limits with Jamaica Bay, Inc.

**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 hereby authorizes the Mayor to sign the Partial Release of Agreement for Water Service Outside the City Limits

28 with Jamaica Bay, Inc., a copy of the Partial Release is attached hereto and made a part here as
29 Exhibit "A".

30 Section 3. That this Resolution shall become effective immediately upon passage.

31 **PASSED AND ADOPTED** this ____ day of _____, 2018.

32 CITY OF BOYNTON BEACH, FLORIDA

33		YES	NO
34			
35			
36	City Mayor – Steven B. Grant	_____	_____
37			
38	Vice Mayor – Christina L. Romelus	_____	_____
39			
40	Commissioner – Mack McCray	_____	_____
41			
42	Commissioner – Justin Katz	_____	_____
43			
44	Commissioner – Joe Casello	_____	_____
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			

49 ATTEST:

50
51
52
53 _____
54 Judith A. Pyle, CMC
55 City Clerk

56
57
58 (Corporate Seal)



LEVINE LAW GROUP

YOUR COMMUNITY PARTNERSSM

W/KA JAY STEVEN LEVINE LAW GROUP

Jay Steven Levine, Esq.

Brennan Grogan, Esq.

www.jsllawgroup.com

jsl@jsllawgroup.com

Community Association Law
Collections
Casualty and Insurance Claims
Disaster Recovery
Construction Law
Contracts
Construction Defects
Litigation
Real Estate Closings

Please reply to the Boca Raton Office

March 8, 2018

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
13 MAR 12 AM 11:00

The City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435-0310

RE: JAMAICA BAY, INC. /AGREEMENT FOR WATER SERVICE OUTSIDE CITY LIMITS ("AGREEMENT")

To Whom It May Concern:

This letter is to advise you that we represent Jamaica Bay, Inc., a mobile home cooperative association, which is facing a potential condemnation proceeding by Palm Beach County, Florida. The Association is attempting to resolve this matter without the filing of a condemnation by the County. One of the conditions required by the County is to have you partially release your Agreement rights over the property to be condemned. I enclose a proposed Partial Release of Agreement. If you have any problems regarding executing the partial release, please let me know as soon as possible. Otherwise, please fully execute the enclosed Partial Release and return to me for delivery to the County and ultimate recording in the public records of Palm Beach County, Florida. For your convenience, I enclose the Agreement which is subject to the Partial Release.

As you have any questions, please call me.

Very truly yours,

Jay Steven Levine

JSL:mgs

Enclosures

Copy to: The Board of Directors – Jamaica Bay, Inc. (with enclosures) (via e-mail)

BOCA RATON: 2690 N. Military Trail, Suite 283, Boca Raton, FL 33431 T: (561) 999-9925 F: (561) 999-9858
PALM BEACH GARDENS: 3300 PGA Boulevard, Suite 430, Palm Beach Gardens, FL 33410 T: (561) 627-3585 F: (561) 627-0811
INDIAN HARBOUR BEACH (By Appointment Only): 2000 South Patrick Drive, Suite 3, Indian Harbour Beach, FL 32937 T: (800) 260-0226

PARTIAL RELEASE AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS

THIS PARTIAL RELEASE OF AGREEMENT is executed by THE CITY OF BOYNTON BEACH, as of the date below.

RECITALS

WHEREAS, an Agreement for Water Service Outside the City Limits ("Agreement") was recorded in favor of The City of Boynton Beach and recorded on July 7, 1983 in Official Record Book 3984, at Page 0670, Public Records of Palm Beach County, Florida;

WHEREAS, the County of Palm Beach has requested that this Partial Release of Agreement ("Partial Release") be executed incident to an intended condemnation of certain property (the "Condemned Property") attached hereto and made a part of this Partial Release as Exhibit "A". The Condemned Property is owned by Jamaica Bay, Inc., as described in Section 2 below.

WHEREAS, The City of Boynton Beach understands that pursuant to a condemnation proceeding, the County of Palm Beach requires the Partial Release of Agreement to the extent crossing under, on or over the Condemned Property;

WHEREAS, The City of Boynton Beach is amenable to releasing its Agreement under, on and over such condemned property.

NOW, THEREFORE, for the consideration of avoiding an action from the County of Palm Beach to terminate the Agreement over the Condemned Property, The City of Boynton Beach agrees as follows:

Section 1. Recitals; Consideration. The above recitals are true and correct and incorporated into this Partial Release. The City of Boynton Beach agrees that the consideration is adequate and sufficient.

Section 2. Condemned Property Subject to this Partial Release. The real property subject to this Partial Release is attached to and made a part of this Partial Release as Exhibit "A".

By the execution of this Partial Release, The City of Boynton Beach hereby releases its Agreement below, on and over the Condemned Property.

IN WITNESS WHEREOF, this Partial Release of Agreement has been executed this _____ day of _____, 2018.

WITNESS:

CITY OF BOYNTON BEACH, FLORIDA

By: _____

Vice Mayor

As to City of Boynton Beach

ATTEST: _____
City Clerk

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ Mayor and _____ City Clerk well known to me to be the Vice Mayor and City Clerk respectively of the City named in the foregoing agreement and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said City and that the City seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

(Notary Seal)

Notary Public

My Commission Expires:

Approved as to form:

City Attorney

Legal Description Approved:

City Engineer

EXHIBIT A - R/W PARCEL 101

A PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES, LYING IN THE SOUTH ONE-HALF (S.1/2), OF THE SOUTHWEST QUARTER (S.W.1/4), OF SECTION 13, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 13;
THENCE ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER (S.W.1/4) OF SECTION 13, N00°27'06"W FOR 1213.00 FEET TO THE SOUTH RIGHT-OF-WAY OF GATEWAY BOULEVARD, RECORDED IN OFFICIAL RECORD BOOK 1881, PAGE 1928, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID RIGHT-OF-WAY, N89°39'37"E FOR 60.00 FEET TO THE EAST RIGHT-OF-WAY OF MILITARY TRAIL, RECORDED IN OFFICIAL RECORD BOOK 1856, PAGE 86, OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

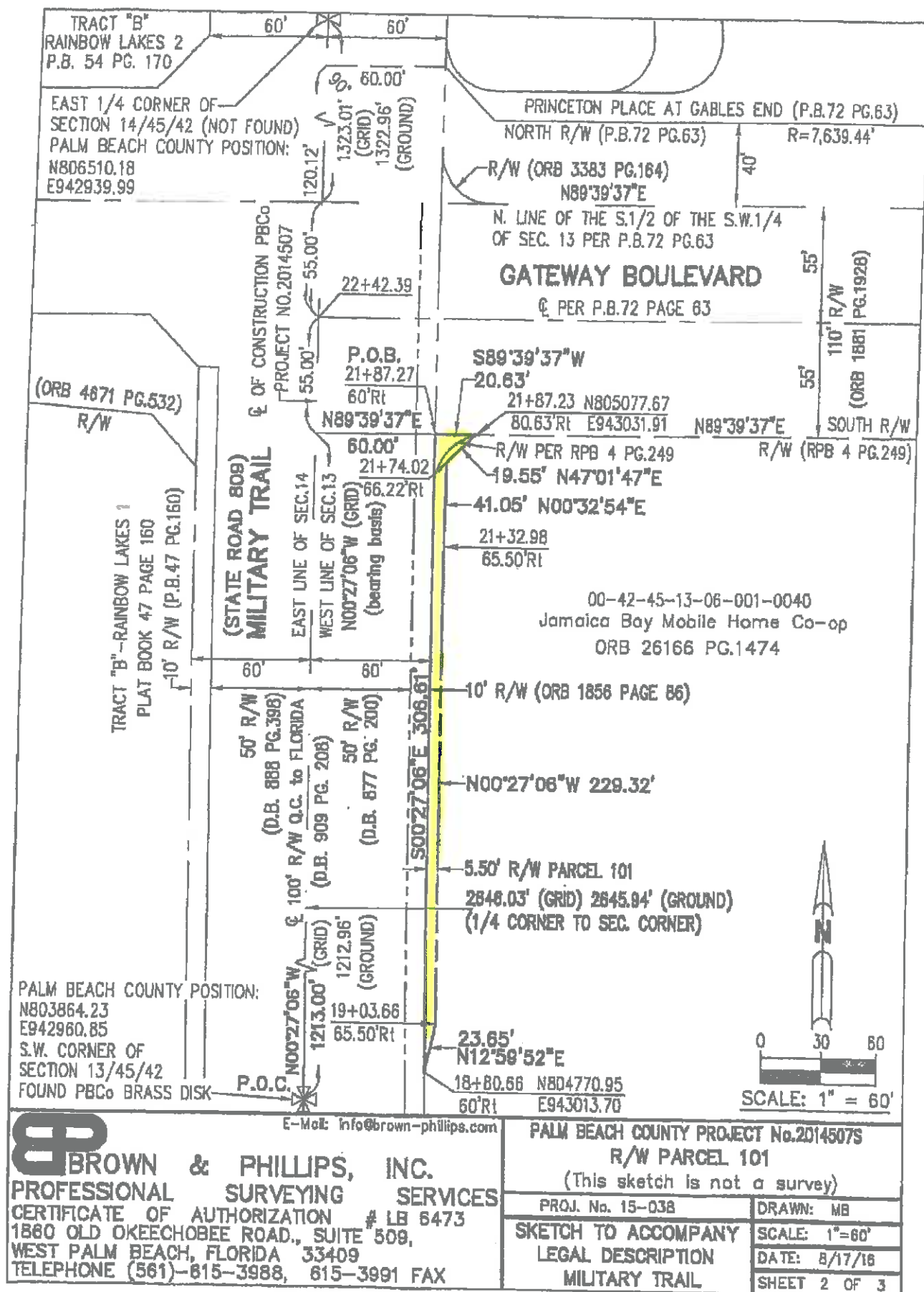
THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°27'06"E FOR 308.61 FEET;
THENCE N12°59'52"E FOR 23.65 FEET TO A LINE LYING 5.50 FEET EAST OF, AND PARALLEL WITH, THE SAID EAST RIGHT-OF-WAY OF MILITARY TRAIL; THENCE ALONG SAID PARALLEL LINE N00°27'06"W FOR 229.32 FEET;
THENCE N00°32'54"E FOR 41.05 FEET;
THENCE N47°01'47"E FOR 19.55 FEET TO THE SAID SOUTH RIGHT-OF-WAY OF GATEWAY BOULEVARD;
THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°39'37"W FOR 20.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1743 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

[Signature]
JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 4826
DATE: 8/17/18

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 TELEPHONE (561)-615-3988, 615-3991 FAX		E-Mail: info@brown-phillips.com PALM BEACH COUNTY PROJECT No. 2014507S R/W PARCEL 101	
PROJ. No. 15-038		DRAWN: MB	
LEGAL DESCRIPTION MILITARY TRAIL		SCALE: NONE	
		DATE: 8/17/18	
		SHEET 1 OF 3	



NOTES:

- 1) BASELINE STATIONING IS BASED ON A ROADWAY PLAN FOR MILITARY TRAIL, PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC., PALM BEACH COUNTY PROJECT No.2014507S, DATED APRIL 13, 2016.
- 2) STATE PLANE COORDINATES:
 - A. COORDINATES SHOWN ARE GRID
 - B. DATUM - NAD 83, 1990 ADJUSTMENT
 - C. ZONE - FLORIDA EAST
 - D. LINEAR UNIT - US SURVEY FOOT
 - E. COORDINATE SYSTEM 1983 STATE PLANE
 - F. TRANSVERSE MERCATOR PROJECTION
 - G. ALL DISTANCES ARE GROUND
 - H. SCALE FACTOR - 1.000035
 - I. GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 - J. ROTATION EQUATION: NONE
- 3) THIS DESCRIPTION IS BASED ON A RIGHT OF WAY PACKAGE FURNISHED BY THE PALM BEACH COUNTY ROADWAY PRODUCTION DEPARTMENT TO KIMLEY-HORN & ASSOCIATES ON JULY 29, 2014.
NO IDENTIFIABLE EASEMENTS OR ENCUMBRANCES OVER R/W PARCEL 101 WERE NOTED.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.
- 4) ABBREVIATIONS:

P.O.C.- POINT OF COMMENCEMENT	R/W - RIGHT-OF-WAY
P.O.B. - POINT OF BEGINNING	CL - CENTERLINE
R - RADIUS	STA - STATION
A - CENTRAL ANGLE BOOK	Rt - RIGHT OF BASELINE
A - ARC LENGTH	RPB - ROAD PLAT BOOK
P.B. - PLAT BOOK	FDOT - FLORIDA DEPARTMENT OF
ORB - OFFICIAL RECORD	TRANSPORTATION
PG. - PAGE	PBCo - PALM BEACH COUNTY
SEC. - SECTION	
- 5) BEARING BASIS: N00°27'06"W (GRID) ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (S.W.1/4) OF SECTION 13, TOWNSHIP 45 SOUTH, RANGE 42 EAST.
- 6) ABOVE GROUND IMPROVEMENTS FOR R/W PARCEL 101 HAVE BEEN SHOWN ON THE TOPOGRAPHIC SURVEY PREPARED BY BROWN & PHILLIPS, INC., PROJECT NO.15-038, DATED JULY 2015, PREPARED FOR FOR KIMLEY-HORN AND ASSOCIATES, INC.

PALM BEACH COUNTY PROJECT No.2014507S

B BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com

**R/W PARCEL 101
DESCRIPTION NOTES**

PROJ. No. 15-038

DRAWN: MB

MILITARY TRAIL

SCALE: NONE

DATE: 8/17/16

SHEET 3 OF 3

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS

This agreement, made on this 17 day of JUNE 1983 by and between John A. Zylstra (Mark Zylstra's Father) hereinafter called the CUSTOMER, and the CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the CITY. GUARANTEE OF JAMAICA BAY PROPERTIES LTD.

WITNESSETH, that the CUSTOMER, his heirs and assigns, for and in consideration of the privilege of receiving water service from the Municipal Water System agree to the following:

The CUSTOMER agrees to pay all costs of engineering, materials, labor, installation, and inspection of the facilities as required by the City Code to provide service to the CUSTOMER'S premises. The CUSTOMER shall be responsible for installation and conformity with all applicable codes, rules and regulations of all service lines upon the CUSTOMER'S premises and all such lines shall first be approved by the Director of Utilities and subject to inspection by the City Engineers. The CITY shall have the option of either requiring the CUSTOMER to perform the necessary work or the CITY may have such work performed in which case the CUSTOMER will pay in advance all estimated costs thereof. In the event the CITY has such work performed, the CUSTOMER will also advance such additional funds as may be necessary to pay the total actual costs.

2. Any main extension made under this Agreement shall be used only by the CUSTOMER, unless permission is granted by the City of Boynton Beach or other party or parties to so connect pursuant to the Code of the City of Boynton Beach.

3. Title to all mains, extensions and other facilities extending from the City water distribution system to and including the meter to service the CUSTOMER shall be vested to the CITY exclusively.

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

5. Any rights-of-way or easements necessary shall be provided by the CUSTOMER.

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

7. The CUSTOMER further agrees in consideration of the privilege of receiving water service from said CITY, that the execution of this Agreement is considered a voluntary Petition for annexation pursuant to Section 171.044 of the Florida Statutes or any successor or amendment thereto. Furthermore, should any other general law, special act, or local law be enacted which provides for voluntary or consensual annexation this Agreement shall also be considered a Petition and request for annexation under such other laws. The premises shall be subject to annexation at the option of the CITY at any time they are eligible under any one or more of the above referenced laws concerning annexation.

83 129934

83 JUN -7 PM 2:11

15.20

This instrument prepared by: City Manager's Office

83884 P0570

RETURN TO: Office of the City Clerk City of Boynton Beach P. O. Box 319 Boynton Beach, Florida 33426

The CUSTOMER acknowledges that this covenant for annexation is intended to be and is hereby made a covenant running with the land described in "Exhibit A", attached hereto and made a part hereof. This Agreement is to be recorded in the public records of Palm Beach County, Florida, and the CUSTOMER and all subsequent transferees, grantees, heirs or assigns of CUSTOMER shall be bound by this annexation Agreement.

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

9. The CUSTOMER hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, Florida, its Mayor, Members of City Council, officers, employees and agents (both in their individual and official capacities) from and against all claims, damages, law suits and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post judgment collection) and costs arising out of or resulting from the CUSTOMER'S obligations under or performance pursuant to this Agreement.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written.

WITNESS: INDIVIDUAL(S) AS OWNER(S):

[Signature]
Jose C. Eichelkraut
as to Customer

FOR INDIVIDUAL(S) NOTORIZATION:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Donald Z. Zastrow & Mark Z. Zastrow, to me known to be the GENERAL MANAGERS described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of JUNE, 1983.

(Notary Seal)

Toni J. Baker
Notary Public Toni J. Baker

My Commission Expires:



55384 P0670A

WITNESS:

CITY OF BOYNTON BEACH, FLORIDA

Christy Koch

By: Carl Zimmerman Mayor

Sebastian T. Jackson

ATTEST: Betty S. Boroni City Clerk

Mayor of City of Boynton Beach

STATE OF FLORIDA

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CARL ZIMMERMAN Mayor and BETTY S. BORONI City Clerk well known to me to be the Vice Mayor and City Clerk respectively of the City named in the foregoing agreement and that they severally acknowledged executing the same in the presence of me subscribing witnesses freely and voluntarily under authority duly vested in them by said City and that the City seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of June, 1982.

(Notary Seal)

Patricia Ramseyer
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 29, 1986
Bundled from New York - Business, etc.

Approved as to form:

John V. Vane
City Attorney

Legal Description Approved:

Walter H. Hines
City Engineer

8884 P0071

JAMAICA BAY
LEGAL DESCRIPTION

The S. 1/2 of the S.W. 1/4 of Section 13,
Township 43 South, Range 42 East, less the
North 110.00 feet for road Right - of - Way
and less the South 15.0 feet for Canal
Right - of - Way and less the West 50.00
feet for Right - of - Way for S.R. - 809
(Military Trail)

and

The N. 1/2 of the N.W. 1/4 of Section
24, Township 43 South, Range 42 East,
less the North 70.00 feet for Canal
Right - of - Way and less the West
50.00 feet for Right - of - Way for S.R.
809 (Military Trail) and less the South
120.00 feet Canal Right - of - Way and also
excepting there from the following two
portions of land:

Commence at the N.W. corner of said
Section 24, thence S 00° 05' 31" E
along the West line of said Section 24,
for a distance of 460.19 feet to a point;
thence N 89° 45' 09" E for 50.00 feet to
a point on the East Right - of - Way
Line of Military Trail (S.R. - 809)
also being the Point of Beginning
(P.O.B. No. 1); thence continue
N 89° 45' 09" E for 200.00 feet to a
point; thence S 00° 05' 23" E for 199.90
feet to a point; thence S 89° 44' 36" W for
199.99 feet to a point on the East
Right - of - Way Line of Military Trail
(S.R. - 809); thence N 00° 05' 31" W
along said East Right - of - Way Line
of Military Trail (S.R. - 809) for
199.93 feet to Point of Beginning
(P.O.B. No. 2)

That portion of Sections 13 and 24,
Township 43 South, Range 42 East
more particularly described as follows:
Beginning (P.O.B. No. 1) at the point
where the North line of the S.W. 1/4 of
the S.W. 1/4 of Section 13, intersects
the East Right - of - Way Line of
S.R. 809 (Military Trail); thence
S 00° 27' 04" E along said East
Right - of - Way Line of S.R. 809,
for 1323.06 feet to a point on the
South Line of Section 13; thence
S 00° 05' 31" E along said East
Right - of - Way for 460.22 feet;
thence N 89° 45' 09" E for 10.00
feet to a point; thence

N 00° 05' 31" W for 460.22 feet to a
point on the South Line of Section 13;
thence N 00° 27' 04" W along said East
Right - of - Way for 1323.06 feet;
thence S 89° 41' 26" W along the North
Line of the S.W. 1/4 of the S.W. 1/4
of Section 13, for 10.00 feet to the
Point of Beginning. (P.O.B. No. 2)
All of the foregoing subject to any
dedications, limitations, restrictions,
reservations, or easements of record.

RECORDED
IN BOOK 100
PAGE 100
JAN 10 1907
JAMAICA BAY
CLERK CIRCUIT COURT

B3084 P0872

161.30 Ac. RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approve making a \$7,500 donation to the Bill Tome Foundation for Kids and Families, Inc. from the Law Enforcement Trust Fund to support their 2nd annual golf tournament.

EXPLANATION OF REQUEST:

The Boynton Beach Police Department is committed to community involvement, youth empowerment programs and public private partnerships that share the same vision. The Bill Tome Foundation intends to continue the work of Bill Tome by reigniting some of the athletic tournaments, creating a "Back to School Clothing" program and hosting a Family Fun Day as an example. These programs have a mentoring component and all are intended to offer opportunities to the City's youth and to continue a crime prevention mentality. Moreover, this will aid in the development of trust between the community and their local police officers.

The foundation is organizing its 2nd Annual Golf Tournament which will be held at Indian Springs Country Club in Boynton Beach on October 27, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This donation will have a positive impact, as the Boynton Beach Police Department remains committed to building public trust and partnerships in the community. This donation will aide in our endeavor to provide resources to the community through crime prevention, youth mentoring and public private partnerships. Bill Tome has been a true leader within the community and will always be viewed as an asset to the Boynton Beach Police Department.

FISCAL IMPACT: Non-budgeted This donation should be paid from account number 691-5000-590-04-22. The current balance of this account is \$120,814.27.

ALTERNATIVES: Do not approve the donation at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Letter	Request Letter
▣ Memo	Memo to City Manager



THE BILL TOME FOUNDATION

FOR KIDS & FAMILIES, INC.

The Boynton Beach Police Department
Chief Kelly Harris
100 East Boynton Beach Blvd.
Boynton Beach, Florida 33435

May 7, 2018

We are proud and excited to announce that plans for The Second Annual Bill Tome Foundation Golf Classic are underway. This year's tournament will be held at the beautiful Indian Springs Country Club in Boynton Beach on October 27, 2018.

Shotgun start is scheduled for 1 PM. Like last year, the day will include lunch, a fabulous buffet dinner, and lots of fun, laughs and fellowship to benefit a great cause – the kids and families in our own community.

The Bill Tome Foundation was able to serve over a hundred children in 2017/2018 with the funds raised in last year's Golf Tournament. The Back to School Clothing Program prepared more than a dozen children with school clothes and gear while the athletic program not only registered over sixty players, but also encouraged and enjoyed the volunteerism of many students, adult community members and Boynton Beach Police Officers.

In addition, The Foundation was able to purchase new scoreboards for the Ezell Hester Park Gym. None of this would have been possible without the financial support as well as support in terms of services by the City of Boynton Beach's Police and Recreation Departments.

Since the Winter Basketball League was such a success, we are currently organizing a Summer Basketball League. We hope to register at least sixty players. Depending upon the funds raised through the 2018 Golf Tournament, we would like to expand the program next year to not only serve more youth on basketball leagues, but to also create other opportunities such as a traveling All Star team. Many volunteers have offered their support in terms of coaching, mentoring, and assisting in other areas required to successfully administer these programs. Again, several Boynton Beach Police Officers, active and retired, have offered their support.

The City Recreation Dept. and the Police Department could once again play an integral role in keeping kids off the streets and engaged in positive activities. With today's social climate and the public's negative sentiment regarding the police, we feel that engaging with the youth at young ages can reduce

and/or eliminate the sentiment. Kids (and their families) can see firsthand that the police are not only willing, but proactively choosing to help vs. hurt members of our communities. This is needed more today than ever before to help stop the violence and crime which is plaguing our nation.

We would be honored if the Boynton Beach Police Department would consider becoming our "Presenting Sponsor". We will continue to offer you the same recognition and exposure as we did last year. Attached are the levels of support and sponsorship opportunities.

Please feel free to reach out to me with any questions or concerns. As always, thank you for your support.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Tome", written over a horizontal line.

Officer Bill Tome

Sponsorship Opportunities
The Second Annual Bill Tome Golf Classic
Indian Springs Country Club
October 27, 2018

Presenting Sponsor

- * Opportunity to address audience at Awards Dinner
- * One Foursome
- * Company name recognition on the course
- * Recognition at registration (signage)
- * Recognition at awards reception (signage)
- * Two tee signs with company name displayed

Gold Sponsor \$ 5000.00

- * One Foursome
- * Recognition at registration (signage)
- * Recognition at awards reception (signage)
- * One tee signs with company name displayed

Silver Sponsor \$ 2500.00

- * One Foursome
- * Recognition at awards reception (signage)
- * One tee sign with company name displayed

Beverage Cart Sponsor \$ 2000.00

- * One Foursome
- * Company name recognition on a Tournament Golf Cart
- * Recognition at awards reception (signage)
- * One tee sign with company name displayed

Bronze Sponsor \$ 1500.00

- * One Foursome
- * One sign with company name displayed

Driving Range/Practice Green Sponsor \$ 1000.00

- * Two signs with company name displayed on Range/ Green

Tee Sponsor \$ 200.00

- * One tee sign with company name displayed



BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Lori LaVerriere
City Manager

FROM: Kelly Harris
Acting Chief of Police

REF: Bill Tome Foundation

DATE: May 25, 2018



Florida statute 932.7055 (5)(a) mandates the following regarding federal forfeiture funds:

If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education, prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

Requesting Commission approval to make a \$7,500 donation to the Bill Tome Foundation for Kids and Families, Inc. from the Law Enforcement Trust Fund. The Boynton Beach Police Department is committed to community involvement, youth empowerment programs and public private partnerships that share the same vision. The Bill Tome Foundation intends to continue the work of Bill Tome by reigniting some of the athletic tournaments, creating a "Back to School Clothing" program and hosting a Family Fun Day as an example. These programs have a mentoring component and all are intended to offer opportunities to the City's youth and to continue a crime prevention mentality. Moreover, this will aid in the development of trust between the community and their local police officers.

This donation will have a positive impact, as the Boynton Beach Police Department remains committed to building public trust and partnerships in the community. This donation will aide in our endeavor to provide resources to the community through crime prevention, youth mentoring and public private partnerships. Bill Tome has been a true leader within the community and will always be viewed as an asset to the Boynton Beach Police Department. This donation fulfills both our legal obligation under Florida State Statute 932 and the strategic intent of our department mission.

This donation should be drawn from account 691-5000-590-04-22 (Law Enforcement Trust Fund). The current account balance is: \$120,814.27. This is a one-time donation expense.





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approve utilizing Green Building Initiative of Portland, OR to evaluate the building data of the new City Hall/Library and Police Department in connection with the Green Globes Assessment and Certification as a sole source vendor, in a total amount of \$26,200.

EXPLANATION OF REQUEST:

This request is to purchase Green Globes for New Construction certification for two of the City-owned buildings in the Town Square project: The City Hall/Library and the Police Station. Purchased services include a third-party review of building data provided by the client through the Green Globes online evaluation and building construction documents, a third-party on-site assessment to verify building data, and a third-party final report containing building rating and certification information. Cost for the Boynton Beach City Hall and Library is \$15,075 and for the Police Station is \$11,125, for a total of \$26,200. The Green Building Initiative (GBI) is the sole source provider of Green Globes in the United States and globally and has proprietary software.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Boynton Beach is committed to complying with the City's Green Building Program for government buildings, which includes obtaining third-party green certification. The City is choosing Green Globes over other certifications because it is a less expensive, less time-consuming, and more flexible way to certify that best practices were used to promote energy efficiency and environmental responsibility. The Green Globes certification is based on a percentage of total points obtained on a 1000-point scale, without any prerequisites. Because the City projects are already using energy efficient technology and green practices, this process will rate what we are constructing within the current project scope. The City's project manager, E2L project staff, and the City's Sustainability Coordinator will coordinate the assessment and certification process with collaboration from project partners.

FISCAL IMPACT: Non-budgeted

Non-budgeted. The total of \$26,200 to certify both buildings will be paid from the Utilities account number 401-2821-536-31-90.

ALTERNATIVES: Not approve request.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION:

Climate Action Plan Implementation Initiative # 4.5.2.5: Green Building Program.

LDRs Chapter 2, Article I, Section 5.B *Government Leadership*. To demonstrate the city's commitment to a green building program, the city shall comply with the Green Building Program established herein for all government buildings pursuant to F.S. 255.2575(2)

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Quotes	GBI Quote City Hall/Library
▣ Quotes	GBI Quote Police Station
▣ Sole Source Letter	GBI Sole Source Letter



Contact Name	Rebecca Harvey	Created Date	5/29/2018
GBI Username	harveyr@bbfl.us	Expiration Date	5/31/2018

Project Detail Boynton Beach City Hall and Library, Boynton Beach, FL, 110000 Square Feet

Description of Services Third-party review of building data provided by the client through the Green Globes online evaluation and building construction documents. Third-party on-site assessment to verify building data. Third-party final report containing building rating and certification information.

Product	Line Item Description	Quantity	Total Price
Assessor Travel (flat fee)		1.00	\$1,500.00
Green Globes NC Design Review & On-Site Assessment		1.00	\$11,000.00
Green Globes NC Project Registration		1.00	\$1,500.00
Certification Plaque (16")	Optional	1.00	\$1,075.00
Complimentary Green Globes EB Project Registration w/ NC Assessment		1.00	\$0.00
Grand Total			\$15,075.00

Terms

Payment in full is due within 30 days of ordering this quote. Please review GBI's Cancellation Policy at www.thegbi.org/files/training_resources/GBI_Cancellation_Policy.pdf.

Line Item Notes

1. Pricing is subject to verification by GBI Personnel of building data within documentation supplied.
2. Placement of order constitutes acceptance of the Assessment Services Agreement.
3. Travel charges are paid upfront as a \$1500 flat fee. However, the client is required to pay actual travel costs plus 20% if the building a) is located outside the contiguous U.S. or b) is the 2nd/subsequent building assessed during the same site visit as the 1st.
4. Certification plaque is optional.
5. Project Registration is required for each building certification.
6. Complexity charges apply to complex, multi-space buildings that depart substantially from a standard office building. If applicable, complexity charges are mandatory.
7. The Green Globes NC Pre-Design Assessment is an optional third-party review of the project's pre-design documentation and online evaluation.
8. The Guiding Principles Compliance NC Pre-Design Assessment is an optional third-party review of the project's pre-design documentation.
9. On-site verification is not required for Sustainable Interiors (SI) projects.
10. Supplemental pricing for Guiding Principles Compliance requires separate purchase of Green Globes assessment/certification for applicable buildings.
11. When placing assessment orders for a campus, customer will pay a \$1500 flat fee for first/primary building and actual costs plus 20% (if applicable) for second/subsequent buildings.
12. Individual assessment orders must be placed for each building on a campus. For an administrative fee, GBI staff can place these orders on behalf of the customer.
13. According to scheduling needs, GBI reserves the right to perform site visits of campus buildings on different days and by different assessors.
14. Buildings being dual-certified for GG and GPC may be eligible for a discount if they can be assessed during the same site visit.

15. Clients purchasing Green Globes NC assessment are eligible to receive complimentary Green Globes EB project registration to benchmark building performance for the same project. The complimentary project registration is valid for 24 months from the date of NC certification.
16. Clients purchasing Green Globes EB assessment have the option to pre-purchase a bundle of three EB project registrations to perform benchmarking during the three years following assessment/certification. Purchase of the bundle yields a 25% discount off the cost of each registration. Registrations will be activated upon building certification and will be valid for 36 months.
17. Clients purchasing Green Globes EB assessment have the option to pre-purchase EB recertification assessment to lock in the current price. Client must submit payment for 25% of the recertification assessment along with full payment for the current assessment. Client must submit payment for remaining 75% of recertification assessment within 36 months to maintain locked-in rate. If payment is received after 36 months, client must pay 75% of then-current assessment price.
18. Expediting fees are mandatory if client requires an assessment and certification timeline that is faster than the standard GBI timeline. Standard timeline requires 30 days of advance notice for site visit scheduling and 30 days after site visit (or 30 days after missing documentation is provided, whichever is later) for final certification.

Order Instructions

If you would like to place an order for this quote, log in to your GBI User Account at www.thegbi.org and select **My Quotes** under the **Green Globes Projects** or **Guiding Principles Compliance Projects** section, as appropriate. Please note that quotes must be ordered as a complete package. If you wish to purchase part of this quote or need a revised quote, please contact your quote preparer.

If this quote is not available for purchase within your GBI Account or you do not have a GBI Account, please contact your quote preparer for additional instructions.

For information regarding GBI's cancellation policy, go to https://www.thegbi.org/files/training_resources/GBI_Cancellation_Policy.pdf

We look forward to working with you!

Sincerely,
The Green Building Initiative

Prepared By	Mark Leshner
Title	Senior Account Manager
Phone	(503) 274-0448 x102



Contact Name Rebecca Harvey Created Date 5/29/2018
 GBI Username harveyr@bbfl.us Expiration Date 5/31/2018

Project Detail Boynton Beach Police Department, Boynton Beach, FL, 58234 Square Feet

Description of Services Third-party review of building data provided by the client through the Green Globes online evaluation and building construction documents. Third-party on-site assessment to verify building data. Third-party final report containing building rating and certification information.

Product	Line Item Description	Quantity	Total Price
Green Globes NC Project Registration		1.00	\$1,500.00
Green Globes NC Design Review & On-Site Assessment	Same Site Assessment with City Hall Project	1.00	\$9,500.00
One-Time Assessment Discount		1.00	(\$950.00)
Certification Plaque (16")	Optional	1.00	\$1,075.00
Complimentary Green Globes EB Project Registration w/ NC Assessment		1.00	\$0.00
Grand Total			\$11,125.00

Terms

Payment in full is due within 30 days of ordering this quote. Please review GBI's Cancellation Policy at www.thegbi.org/files/training_resources/GBI_Cancellation_Policy.pdf.

Line Item Notes

1. Pricing is subject to verification by GBI Personnel of building data within documentation supplied.
2. Placement of order constitutes acceptance of the Assessment Services Agreement.
3. Travel charges are paid upfront as a \$1500 flat fee. However, the client is required to pay actual travel costs plus 20% if the building a) is located outside the contiguous U.S. or b) is the 2nd/subsequent building assessed during the same site visit as the 1st.
4. Certification plaque is optional.
5. Project Registration is required for each building certification.
6. Complexity charges apply to complex, multi-space buildings that depart substantially from a standard office building. If applicable, complexity charges are mandatory.
7. The Green Globes NC Pre-Design Assessment is an optional third-party review of the project's pre-design documentation and online evaluation.
8. The Guiding Principles Compliance NC Pre-Design Assessment is an optional third-party review of the project's pre-design documentation.
9. On-site verification is not required for Sustainable Interiors (SI) projects.
10. Supplemental pricing for Guiding Principles Compliance requires separate purchase of Green Globes assessment/certification for applicable buildings.
11. When placing assessment orders for a campus, customer will pay a \$1500 flat fee for first/primary building and actual costs plus 20% (if applicable) for second/subsequent buildings.
12. Individual assessment orders must be placed for each building on a campus. For an administrative fee, GBI staff can place these orders on behalf of the customer.
13. According to scheduling needs, GBI reserves the right to perform site visits of campus buildings on different days and by different assessors.
14. Buildings being dual-certified for GG and GPC may be eligible for a discount if they can be assessed during the same site visit.

15. Clients purchasing Green Globes NC assessment are eligible to receive complimentary Green Globes EB project registration to benchmark building performance for the same project. The complimentary project registration is valid for 24 months from the date of NC certification.
16. Clients purchasing Green Globes EB assessment have the option to pre-purchase a bundle of three EB project registrations to perform benchmarking during the three years following assessment/certification. Purchase of the bundle yields a 25% discount off the cost of each registration. Registrations will be activated upon building certification and will be valid for 36 months.
17. Clients purchasing Green Globes EB assessment have the option to pre-purchase EB recertification assessment to lock in the current price. Client must submit payment for 25% of the recertification assessment along with full payment for the current assessment. Client must submit payment for remaining 75% of recertification assessment within 36 months to maintain locked-in rate. If payment is received after 36 months, client must pay 75% of then-current assessment price.
18. Expediting fees are mandatory if client requires an assessment and certification timeline that is faster than the standard GBI timeline. Standard timeline requires 30 days of advance notice for site visit scheduling and 30 days after site visit (or 30 days after missing documentation is provided, whichever is later) for final certification.

Order Instructions

If you would like to place an order for this quote, log in to your GBI User Account at www.thegbi.org and select **My Quotes** under the **Green Globes Projects** or **Guiding Principles Compliance Projects** section, as appropriate. Please note that quotes must be ordered as a complete package. If you wish to purchase part of this quote or need a revised quote, please contact your quote preparer.

If this quote is not available for purchase within your GBI Account or you do not have a GBI Account, please contact your quote preparer for additional instructions.

For information regarding GBI's cancellation policy, go to https://www.thegbi.org/files/training_resources/GBI_Cancellation_Policy.pdf

We look forward to working with you!

Sincerely,
The Green Building Initiative

Prepared By	Mark Leshner
Title	Senior Account Manager
Phone	(503) 274-0448 x102



5/16/2018

Rebecca Harvey
Sustainability Coordinator
Boynton Beach Utilities
City of Boynton Beach

124 E. Woolbright Rd. | Boynton Beach, Florida 33435

Rebecca,

As you requested, I am writing to confirm that Green Building Initiative (GBI), is the only company that can provide Green Globes Assessment and Certification services for new construction, existing buildings, sustainable interiors and core and shell building projects globally. GBI owns the sole rights to Green Globes.

GBI is the only company that can certify The City of Boynton Beach, Florida building projects under Green Globes program. As I mentioned Green Building Initiative (GBI) is the sole source provider of Green Globes in the United States and globally and has proprietary software.

I have included an announcement below that was published to the public on January 9th 2018

The U.S.-based non-profit Green Building Initiative (GBI) announced earlier this week that it has completed acquisition of the global rights to Green Globes[®], a leading sustainability rating system for commercial and multi-family buildings. This acquisition from JLL now allows GBI to support existing Green Globes users in Canada, in addition to the United States, and to expand the reach of the rating system globally.

GBI has established a Canadian non-profit subsidiary—GB Initiative Canada—to support the growth and previously established use of Green Globes in the Canadian marketplace.

For more information on GBI or Green Globes visit www.TheGBI.org and www.TheGBI.org/Canada.

If you have any questions, please feel free to contact me at 503-274-0448 Ext 102.

Sincerely,

Mark Leshner

Mark Leshner | Senior Account Manager | Green Building Initiative

P.O. Box 80010 | Portland, OR 97280

mark@thegbi.org

503.274.0448 ext. 102

www.thegbi.org | www.facebook.com/GreenBuildingInitiative





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Authorize the purchase of an Extreme Networks wireless system from STEPcg of Covington, KY in the amount of \$53,688.24, utilizing the State of Florida Alternate Contract Source Number 43220000-WSA-14-ACS for the replacement of the wireless system at Fire Station #5 and new installation of wireless at the Utilities East Water Treatment Plant. The State of Florida Alternate Contract contract complies with the City of Boynton Beach's competitive bid requirements.

EXPLANATION OF REQUEST:

Contract Period: June 1, 2014 – May 31, 2019

The current wireless system at Fire Station #5 is over 9 years old and past end of life. Two years ago, the wireless system failed and the City had to purchase used parts from various vendors to repair the system.

The current system is in need of replacing to ensure continued reliability of the wireless system that services the Fire Station #5 building including the EOC.

The Utilities East Water Treatment plant currently does not have a wireless system. Adding the Utilities East Water Plant to the enterprise wireless system will allow employees to securely access the Utilities systems from a tablet or smart phone while performing system checks around the facility.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The new Extreme Networks enterprise wireless system at Fire Station #5 and Utilities East Water Treatment Plant will provide enhanced reliability, efficiency, and security. In addition, the enterprise wireless system can grow to meet the needs of the City, as more locations are added to the system.

Reliability – The Extreme Networks enterprise wireless system is designed with two wireless controllers configured in a high availability cluster. The enterprise wireless system can withstand the failure of a single controller.

Efficiency – The Extreme Networks enterprise wireless system will provide efficiencies to the City of Boynton Beach work force and provide public wireless access to vendors and citizens.

Security – The Extreme Networks enterprise wireless system is equipped with an identity access management engine that works in conjunction with the City's network switches to secure employee, vendor, and citizen access.

FISCAL IMPACT: Budgeted

Funding was approved and is available in the following accounts for fiscal year 2017/18.

Account Number	Project #	Description	Amount
303-4101-580.64-15	IT1802	Wi-Fi Expansion (City Wide)	\$12,000.00
303-4129-580.64-15	IT1808	Fire Station #5 Wi-Fi Replacement	\$20,000.00
401-2821-536.64-15		Utilities , Computer Equipment	\$16,934.61
001-1510-513.64-15		ITS, Computer Equipment	\$ 4,753.63

ALTERNATIVES:

The City could issue its own bid request. Staff does not believe that a City bid process would result in a substantially less cost.

STRATEGIC PLAN:**STRATEGIC PLAN APPLICATION:**

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Quotes	STEPcg Price Quote
<input type="checkbox"/> Quotes	STEPcg Installation Scope of Work
<input type="checkbox"/> Addendum	State of Florida Alternate Contract
<input type="checkbox"/> Contract	NASPO - Extreme Networks Contract AR1470
<input type="checkbox"/> Other	STEPcg - Extreme Networks Authorized Contractor
<input type="checkbox"/> Other	Extreme Networks NASP Contract Pricing
<input type="checkbox"/> Other	Florida DMS Contract Pricing Explained for Extreme Networks



NOTES

Customer Name
ATTENTION
Date

Boynton Beach Wifi
Charles Stevens
December 18, 2017

State Contract Information Florida
– 43220000-wsca-14-ac

STEPcg
Account Manager
Engineer


638 Main St.
Covington, KY 41011
Danny Piondexter
Dan Cox

Budgetary / Firm / Final

Part Number	Description	MSRP	Price	Quantity	Total Cost
Hardware & Software					
Wireless					
EXT-IAES1K IA-ES-1K	Identity and Access 1,000 end-system lic	\$7,995.00	\$4,797.00	1	\$ 4,797.00
EXT-NMSADV5 NMS-ADV-5	NetSight Advanced License for up to 5 dev	\$7,995.00	\$4,797.00	1	\$ 4,797.00
EXT-97003S20098	EW SOFTWARE SUB, 1YR (IA-ES-1K)	\$1,470.00	\$882.00	1	\$ 882.00
EXT-97003S20153	EW SOFTWARE SUB, 1YR (NMS-ADV-5)	\$1,555.00	\$933.00	1	\$ 933.00
EXT-30313 30313	WS-V2110-10-FCC	\$2,695.00	\$1,617.00	2	\$ 3,234.00
EXT-30311 30311	WS-REG10P-FCC	\$1.00	\$0.62	2	\$ 1.24
EXT-WSAPCAP1	WLAN controller capacity upgrade for C25	\$199.00	\$119.40	4	\$ 477.60

EXT-WSAPCAP16	WLAN controller capacity upgrade for C25	\$2,295.00	\$1,377.00	1	\$	1,377.00
EXT-31012 31012	WS-AP3935I-FCC	\$1,195.00	\$740.90	20	\$	14,818.00
EXT-9700330313	EW SOFTWARE SUB (30313	\$380.00	\$228.00	2	\$	456.00
EXT-97003S20252	EW SOFTWARE SUB, 1YR (WSAPCAP-	\$20.00	\$12.00	4	\$	48.00
EXT-9700431012	EW NBD AHR, 1YR, (31012)	\$55.00	\$33.00	20	\$	660.00
EXT-97003S20255	EW SOFTWARE SUB, 1YR (WSAPCAP-	\$175.00	\$105.00	1	\$	105.00
31028	WS-AP3915i-FCC - Dual Radio 802.11ac/abgn Wave 2 2x2:2 MIMO Indoor Access Point with Five Internal Antenna Array and an Integrated BLE/802.15.4 Radio Available in US Colombia and Puerto Rico (Requ	\$495.00	\$297.00	6	\$	1,782.00
31055	WS-AP3917e-FCC - Dual Radio 802.11ac/abgn Wave 2 2x2:2 MIMO Outdoor Access Point with Five External Antenna Ports and an Integrated BLE/802.15.4 Radio Available in US Colombia and Puerto Rico (Req	\$1,295.00	\$777.00	2	\$	1,554.00
30514	WS-MBO-ART01 Articulating Mounting Bracket	\$199.00	\$119.40	2	\$	238.80
30709	Indoor 2.4GHz Dipole Antenna (4-Pack)	\$55.00	\$33.00	1	\$	33.00
30716	WS-AO-5Q05025N Outdoor 5.15-5.875 GHz 4 Feed 5dBi 25 Degree Sector Antenna with Standard N-Type Plug Connector	\$2,499.00	\$1,499.40	2	\$	2,998.80
WS-CAB-L400C06N	6 FT LMR400 Cable with Standard N-Type Plug & Standard N-Type Jack Connectors	\$99.00	\$59.40	4	\$	237.60
WS-APCAP-1	WLAN Controller Capacity Upgrade for C25 & V2110 (Increases Capacity of WLAN Controller by 1 Access Points) - VOUCHER	\$199.00	\$119.40	8	\$	955.20
PD-9501GO-ENT	Outdoor Single-Port 10/100/1000 E/N 802.3at Plus PoE Midspan (60W)	\$799.00	\$479.40	2	\$	958.80
PD-MBKOUT	Mounting Bracket for Outdoor Midspan	\$129.00	\$77.40	2	\$	154.80

97004-31028	EW NBD AHR - 31028 COTERM: This Year Term: 365 Days	\$36.00	\$21.60	6	\$	129.60
97004-31055	EW NBD AHR - 31055 COTERM: This Year Term: 365 Days	\$74.00	\$44.40	2	\$	88.80
97003-S20252	EW Software Subscription - S20252 COTERM: This Year Term: 365 Days	\$20.00	\$12.00	8	\$	96.00
STEPcg Services & Accessories						
Extreme Installation	PS-ESU-5	\$11,875.00	\$11,875.00	1	\$	11,875.00
		\$0.00	\$0.00	1	\$	-
		\$0.00	\$0.00	1	\$	-
		\$0.00	\$0.00	0	\$	-
		\$0.00	\$0.00	0	\$	-
	TOTAL					\$53,688.24

	Quotation and Statement of Work Client: City of Boynton Beach Date: May 3, 2018 Project Name: Extreme Wireless Deployment Project ID #: Project Manager: Steven Ernst Account Manager: Danny Poindexter Lead Engineer: Nelson Karrick
---	--

QUOTATION and STATEMENT of WORK

This **Quotation and Statement of Services** (“Quotation”) is between STEP, LLC, doing business at 638 Main St, Covington, KY 41011 (“STEPCG”), and *City of Boynton Beach* (“Client”). The purpose of this Quotation is to set forth the terms under which STEPCG will provide Client with goods and services (“Products”).

The terms of this Quotation shall prevail over any contrary provisions in any other Quotation, or in a Master Services Agreement entered into between STEPCG and Client unless this Quotation explicitly states otherwise.

SCOPE OF WORK

Estimated Total Project Cost: \$12,000.00

Project Description:

This SOW includes integration of ExtremeWireless to replace the current Avaya WLAN 8100. The current SSIDs will be replicated for the migration to ExtremeWireless. A strategy and foundation will be setup to allow future depoloyment of Access Points and SSIDs. Best practices will be used as directed by Extreme documentation. A workflow will be established to allow the customer to segment and secure wireless for their business needs. Ekaha software will be used to verify coverage. This will allow the proper tuning of radio power and channels. Customer will be responsible for providing VMware servers and necessary processor, memory and storage to install Extreme Management Center, Extreme Control and ExtremeWireless v2110 controller. VLANs will be setup and deployed to allow the proper workflow. Bridge@AP and Bridge@EWC will be used to provide the segmentation of wireless users. STEPCG will assist customer in determining the best location for Extreme Access Points. Customer will be responsible for all wiring and mounting of Extreme Access points.

Some of these deliverables may be completed prior to site arrival and some may be performed post site visit.

No implementation, configuration tasks other than those specifically mentioned will be performed within the scope of this implementation.

Inventory to be installed, designed & configured.

- 1 C25 WLAN controller
- 26 indoor APs
- 2 outdoor APs
- Associated AP mounting hardware & antennas per the quote.

STEPCG engineers will perform the following tasks to install and configure:

- Audit/Examine current wireless infrastructure
- Install Extreme Management Center, Extreme Control and Extreme Wireless Controller
- Build workflow with customer of wireless client experience
- Use Ekaha to verify coverage
- Apply Extreme best practices
- Upgrade to the latest stable code release
- Configure VLANs/i-sids on new SPBM core
- Configure IP Interfaces on new SPBM core
- SSH SNMP enable for management
- Support following cutover

ASSUMPTIONS AND NOTES

- Client shall be billed for actual time and materials required to implement the proposed solution. STEPcG shall advise Client in advance of any significant deviation from the estimate in time or materials required to perform the proposed work.
- Client represents that it has made routine backups of data and completed a successful test of data restoration and recovery. Client shall continue to make such routine backups during the course of the project. Client has all necessary hardware and software in place to support STEPcG's requirements for installation of Products.
- Client recognizes that internet access and computer network connections may be made temporarily unavailable during installation of Products.
- Installation, configuration or troubleshooting of third-party goods which are not Products are not included in this proposal and shall not be performed by STEPcG.
- Charges associated with technical support for third-party hardware or software are the responsibility of Client.

CLIENT

RESOURCES

List of Project Critical Client Resources:

Dedicated point of contact with Network knowledge.

Any servers/VM's for WOS, COM, IDE, ect.

Adequate Power per hardware specifications.

All wiring for installation.

RISK TO PROJECT ESTIMATES

- The Scope of Work Section constitutes a good faith estimate based upon Client's representations to STEPcG. Client shall be responsible for full payment for Products provided by STEPcG irrespective of the estimates contained herein.
- Based on Client's representations, STEPcG represents that no significant changes to the items listed in the Scope of Work Section are expected after Client accepts the Quotation.
- Client recognizes that requests for subsequent changes may impact the project timeline and costs.
- Client recognizes that its failure to provide the resources indicated in the Client Resources Section may impact the project timeline and costs.

OTHER CONSIDERATIONS

Out-of-Scope Expense:

If STEPcG determines that a need exists for additional services not contemplated in this Quotation, the required tasks will be included in an addendum to this Quotation signed by both parties, or as a separate Quotation signed as both parties and treated as a new project.

Travel Expense:

All travel expenses are included with SOW

Confidentiality:

Confidentiality of information provided by each party shall be governed by the Mutual Non-Disclosure Agreement (if any) between the parties.

In the absence of a non-disclosure agreement, each party agrees to keep the other party's confidential information strictly confidential, and agrees not to disclose the other party's confidential information to any third party. Confidential information consists of all of a party's information which is not generally available to the public and includes but is not limited to proprietary know-how, trade secrets, business plans, and business and accounting data.

Intellectual Property:

STEPcG shall retain ownership of all intellectual property it develops during performance of this Quotation, whether developed solely by STEPcG or with Client's employees or consultants,

including, but not limited to, all ideas, skills, tools, techniques, processes, source codes, materials, software, programming models, and other programming tools.

INVOICING

Labor and Out of Pocket Expenses: STEPcG will invoice Client monthly on the 1st calendar day of each month for services rendered during the prior month.

Hardware/Software: Client will deposit with STEPcG a minimum of 50% of the cost of any hardware or software prior to STEPcG's placement of a purchase order for same. The balance shall be due and payable to STEPcG immediately upon delivery to Client. Per Leasing Agreement.

AUTHORIZATIONS

With my signature, I certify that I am authorized to and do accept all terms of this Quotation.

For STEP CG, LLC:

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

For [CLIENT]:

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 1 of 12

1. Scope: This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

A. Eligible Users

State agencies and other eligible users (hereinafter collectively referred to as "Eligible Users" or an "Eligible User") may make purchases from this Agreement pursuant to the terms and conditions of the Contract as modified and supplemented herein.

B. Changes and Additions to the Contract

1. Upon execution of this Alternate Contract Source (ACS) agreement, the Department of Management Services (Department) and all Eligible Users may purchase products and services under the WSCA-NASPO contract No. 7wn2002 for Data Communications Equipment & Services, Exhibit A.
2. The Department and Eligible Users acknowledge and agree to be bound by the terms and conditions of Exhibit A, except as otherwise specified in this ACS.
3. The following are modifications to Exhibit A.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 2 of 12

- a. Prices: The prices of the ACS are set forth in the attached Exhibit B, "State of Florida Price List," and are incorporated herein.
- b. PUR 1000 Form: The Department Purchasing Form PUR 1000 is attached hereto and incorporated herein as Exhibit C.
- c. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- d. Effective Date: The ACS shall become effective on the last date signed below and is coterminous with Exhibit A, unless terminated earlier by the Department. Exhibit A specifies the term as June 1, 2014 through May 31, 2019 with no renewal options identified.
- e. Vendor Registration and Transaction Fees: In order to complete any transaction between a Buyer and the Vendor, the Vendor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in MyFloridaMarketPlace. Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
- f. Orders: In order to procure products and services hereunder, Eligible Users shall issue purchase orders or use a Purchasing Card which shall reference this ACS. Eligible Users are responsible for reviewing the terms and conditions of this ACS

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 3 of 12

and Exhibit A. Neither the Department nor WSCA-NASPO is a party to any purchase order issued hereunder.

- g. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the contract.
- h. Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the ACS referenced above, in lieu of this ACS, the Eligible User is responsible for signing a separate contract with the Contractor, capturing that additional contract language.
- i. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- j. Public Records: If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 4 of 12

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and subsection 119.07(1).

- k. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

C. Contract Number

All purchase orders issued by Eligible Users within the State of Florida shall include the Department of Management Service's contract number, 43220000-WSCA-14-ACS, unless otherwise provided by Florida Law, statute, rule or this ACS. State agencies will not be required to submit an ACS form for purchases related to this ACS.

D. Contract Document

This ACS and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of this ACS. The terms and conditions of this ACS and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 5 of 12

E. Event of Dispute

In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

1. This Participating Addenda
2. Exhibit B, State of Florida Price List
3. Exhibit C, PUR 1000
4. Exhibit A, State of Utah WSCA-NASPO Agreement 7wn2002, Data Communications Equipment & Services
5. Exhibit D, Preferred Pricing Affidavit

F. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this ACS. However, any intellectual property developed as a result of this ACS will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the ACS.

G. Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the ACS term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state ACS utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the ACS term.

H. State of Florida Price List

The Contractor shall provide, as Exhibit B, to the Department's Contract Administrator (Participating Entity Contact) a copy of the product and services price list, which shall be posted on the Department's website. If the Contractor's price list will be the same as the WSCA-NASPO price list, the Contract must advise the Contract Administrator and the Department will post a link on the Department's website to the price list posted on the WSCA-

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 6 of 12

NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible.

I. Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit D, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

J. Scrutinized Company List

In executing this ACS, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

K. Ordering Instructions

The focus is to direct the Eligible User with the proper method of purchasing the goods and/or services awarded based on direction from the Eligible User and previous experience with such commodities.

1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for Eligible Users to use for product and/or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
 - b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 7 of 12

distributors for use; and

- c. The accuracy of this information must be maintained by Contractor throughout the duration of the ACS; and
2. Contractor must be able to accept Purchase Orders (PO) via fax, e-mail, or cXML as identified in L.1 below.

L. Electronic Invoicing

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP within ninety (90) days from contract effective date. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

1. cXML (commerce eXtensible Markup Language)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.
2. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.
3. PO Flip via ASN
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 8 of 12

authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the ACS.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

M. Contract Quarterly Reports

Each Contractor shall submit a Quarterly Report in the required format electronically to the Department Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS.

Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Contract Manager.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the contract.

N. Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 9 of 12

O. Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program., please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

P. Subcontractors

The contractor may use a subcontractor in order to provide adequate network infrastructure equipment and services. All subcontractors shall be the direct responsibility of the Contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Department of State, Division of Corporations (www.sunbiz.org)

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 10 of 12

- Registered in the MFMP Vendor Information Portal
(<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists
http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services
(<https://flvendor.myfloridacfo.com>)

Q. Warrant of Authority

Each person signing this Participating Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

4. Lease Agreements: Agencies may lease equipment through alternative financing arrangements other than through the State of Florida Consolidated Equipment Financing Program (CEFP). This option is governed by sections 287.063 and 287.064, Florida Statutes, and Rule 69I-3, Florida Administrative Code. The Department of Financial Services (DFS) Finance and leasing Section will review proposed leases to determine compliance with all requirements and to ensure leases are economical and cost effective. The Contractor and Eligible User (working together) will be required to complete and submit to DFS the Checklist – Approval to Lease Equipment form. A copy of the form may be found at the DFS website: <http://www.myfloridacfo.com/Division/AA/Forms/default.htm>

Prior approval of the Chief Financial Officer (as defined in Section 17.001, Florida Statutes) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes. All State agencies are urged to review the Chief Financial Officer's latest memorandum addressing leases and deferred-payment purchases of equipment when considering the leasing or purchasing of equipment. DFS memos can be found at: <http://www.myfloridacfo.com/Division/AA/Memos/default.htm>.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Extreme Networks, Inc.
Master Agreement No: AR1470
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

Page 11 of 12

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Michael Swierk
Address	9 Northeastern Boulevard, Salem, NH 03079
Telephone	603-952-5221
Fax	603-952-6909 (Email preferred)
E-mail	mswierk@extremenetworks.com

Participating Entity

Name	Brian Leger
Address	4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	(850) 410-0978
Fax	(850) 414-6122
E-mail	Brian.Leger@dms.myflorida.com

6. Subcontractors: All [**contractor**] dealers and resellers authorized in the State of Florida, as shown on the dedicated [**contractor's**] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [**contractor**] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
 Extreme Networks, Inc.
 Master Agreement No: AR1470
 (hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
 (hereinafter "Participating State/Entity")

Page 12 of 12

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>Florida</i>	Contractor: <i>EXTREME NETWORKS, INC.</i>
By: <i>Kelley Scott</i>	By: <i>Margaret Eckford</i>
Name: <i>Kelley Scott</i>	Name: <i>MARGARET ECKFORD</i>
Title: <i>Director of State Purchasing and Chief Procurement Officer</i>	Title: <i>J.P. CORPORATE CONTROLLER</i>
Date: <i>9/9/14</i>	Date: <i>8/4/2014</i>

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]



STATE COOPERATIVE CONTRACT
State of Utah, Division of Purchasing & General Services

AMENDMENT # 1 to CONTRACT # AR1470

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract between the State of Utah, Division of Purchasing & General Services, referred to as STATE, and, Extreme Networks, Inc., (formerly known as Enterasys Networks, Inc.), referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

June 1, 2014 (original starting date of contract)

May 31, 2019 (current ending date)

May 31, 2019 **new ending date**

Other changes to the contract include:

1. CONTRACT SERVICES ASSIGNED TO ASSIGNEE (Brief Description):

Enterasys Networks, Inc. assigns all of its' rights and obligations under State of Utah – State Cooperative Contracts, Contract Number AR1470, to Extreme Networks, Inc., which includes the ability for Extreme Networks, Inc. to provide Data Communications Equipment and associated OEM Maintenance and Training for the Products included in Contract Number AR1470 to Participating Entities. See Attached Consent Letter dated May 30, 2014 from Extreme Networks, Inc.

Effective Date of Amendment: July 1, 2014

The Terms and Conditions still apply to the Contract. All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR




Signature

ALLISON AMADIA
VP, General Counsel & Corporate Secretary
Type or Print Name and Title

June 25, 2014
Date



STATE



Director, Division of Purchasing & Gen. Svs.

6/30/14
Date

(Revision date: 082405)



May 30, 2014

State of Utah
Division of Purchasing and General Services
State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061
Attn: Contracts Administrator

Re: Assignment of DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM
MAINTENANCE & TRAINING (SWITCHES, ROUTERS, LAN/WAN WIRELESS, CSU/DSU,
SECURITY, NETWORKING SOFTWARE, AND TRAINING AND MAINTENANCE FOR ABOVE
PRODUCTS) No. 1470 between State of Utah, Division of Purchasing ("State") and Enterasys
Networks, Inc. ("Assignor"), dated June 1, 2007 (the "Agreement")

Dear Sir or Madam:

Pursuant to the corporate acquisition of Enterasys Networks, Inc. and its subsidiaries ("Enterasys") by Extreme Networks, Inc. on November 1, 2013, we hereby request your consent to the assignment of the above-referenced Agreement to Extreme Networks, Inc. ("Extreme") (the "Assignment").

Unless we receive rejection of our request to this Assignment by June 15, 2014, the Assignment will be considered effective as of July 1, 2014, and all rights and obligations of Assignor under the Agreement will become the rights and obligations of Extreme. Extreme hereby acknowledges and agrees that it is bound by all terms and conditions of the Agreement, and all terms and conditions of the Agreement shall remain valid and effective. Please indicate Company's consent to the Assignment by signing and returning to the address identified below. Your signature below will also indicate that all references to Assignor in the Agreement shall be deemed to refer to Extreme by way of Agreement amendment. Extreme will contact you regarding billing and ordering changes in a separate communication.

Thank you for your prompt attention to this matter. Please return an executed letter either via .pdf scan to contractsadmin@extremenetworks.com or courier to Legal Department, Extreme Networks, Inc., 145 Rio Robles, San Jose, CA 95134 USA by **June 15, 2014** for ease of order processing into the future.

Yours Truly,

A handwritten signature in dark ink, appearing to read 'Allison Amadia', written over a horizontal line.

Allison Amadia
Vice President, General Counsel & Corporate Secretary Extreme Networks, Inc.
Corporate Secretary, Enterasys Networks, Inc.

On behalf of State:

By: Kent Beers

Name: Kent Beers

Title: Director

Date: 6/30/14

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR1470

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

Enterasys Networks, Inc.

Name		
9 Northeastern Blvd.		
Address		
Salem	NH	03079
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Michael Swierk Phone #603-952-6909 Fax # 603-952-6909 Email

mswierk@extremenetworks.com

Federal Tax ID# 04-2797263 Vendor #VC0000114009 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B – Scope of Work.

Enterasys is authorized to provide equipment and services in the following categories:

- 5.2.2 Networking Software
- 5.2.5 Routers
- 5.2.6 Security
- 5.2.8 Switches
- 5.2.9 wireless

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A
4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid
5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Product Offerings and Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

State of Utah Contract Number AR1470

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR



Contractor's Signature

April 29, 2014

Date

Chris Crowell, Chief Operating Officer

Type or Print Name and Title

STATE OF UTAH

Director, Div. of Purchasing & General Svs.

Date

ATTACHMENT A – WSCA-NASPO Terms and Conditions



WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement. Contractor must provide notice of revocation of any policy immediately upon receiving such notice from insurer.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must

expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and

the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or

Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the

WSPA-NASPO eMarket Center and, working through WSPA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSPA-NASPO, WSPA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSPA-NASPO contract administrator, acting on behalf of WSPA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies

5.2.2.1 Network Management and Automation — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

5.2.5.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

5.2.5.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

5.2.5.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

5.2.5.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

5.2.5.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

5.2.6.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

5.2.6.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration

- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.

- Application awareness, full stack visibility and granular control

- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.

- Upgrade path to include future information feeds and security threats

- SSL decryption to enable identifying undesirable encrypted applications (Optional)

5.2.6.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

5.2.6.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

5.2.6.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

5.2.6.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.

5.2.6.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access

- Self-service on-boarding

- Centralized policy enforcement

- Differentiated access and services

- Device Management

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

Security

- i. SSHv2 (Secure Shell Version 2)
- ii. 802.1X (Port Based Network Access Control)
- iii. Port Security
- iv. DHCP (Dynamic Host Configuration Protocol) Snooping

VLANs

Fast Ethernet/Gigabit Ethernet

PoE (Power over Ethernet)

link aggregation

10 Gb support

Port mirroring

Span Taps

Support of IPv6 and IPv4

Standards-based rapid spanning tree

Netflow Support (Optional).

5.2.8.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

High bandwidth

Low latency

Hot swappable power supplies and fans

- Security
 - SSHv2
 - MacSec encryption
 - Role-Based Access Control Lists (ACL)

Support of IPv6 and IPv4

1/10/40/100 Gbps support

IGP (Interior Gateway Protocol) routing

EGP (Exterior Gateway Protocol) routing

VPLS (Virtual Private LAN Service) Support

VRRP (Virtual Router Redundancy Protocol) Support

Netflow Support.

5.2.8.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

High bandwidth

- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

5.2.8.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

5.2.8.6 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

5.2.8.7 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers
- Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
 - Per VLAN Spanning Tree
 - Rapid Spanning Tree
 - VLAN IDs up to 4096
 - Layer 2 Class of Service (IEEE 802.1p)
 - Link Aggregation Control Protocol (LACP)
 - QinQ (IEEE 802.1ad)

5.2.8.8 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

5.2.9.1 Access Points — A wireless Access Point (AP) is a device that allows wireless

devices to connect to a wired network using Wi-Fi, or related standards.

Capabilities should include:

- 802.11a/b/g/n

- 802.11n

- 802.11ac

- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

- UL2043 plenum rated for safe mounting in a variety of indoor environments

- Support AES-CCMP (128-bit)

- Provides real-time wireless intrusion monitoring and detection

- 5.2.9.2 Outdoor Wireless Access Points** — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options

- Provides real-time wireless intrusion monitoring and detection

- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

- 5.2.9.3 Wireless LAN Controllers** — An onsite or offsite solution utilized to manage light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal

- Support seamless roaming from AP to AP without requiring re-authentication

- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

- System encrypts all management layer traffic and passes it through a secure tunnel

- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic

- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

- 5.2.9.4 Wireless LAN Network Services and Management** — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover

- Historical trend and real time performance reporting is supported

- Management access to wireless network components is secured

- SNMPv3 enabled

- RFC 1213 compliant

- Automatically discover wireless network components

- Capability to alert for outages and utilization threshold exceptions

- Capability to support Apple's Bonjour Protocol / mDNS

- QoS / Application identification capability

- 5.2.9.5 Cloud-based services for Access Points** — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities

include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

5.2.9.6 Bring Your Own Device (BYOD) — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

5.3.1 SERVICES — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/

Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

- 5.3.1.4 Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

STATE OF UTAH CONTRACT NUMBER – AR1470

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: Enterasys Networks, Inc.

RFP Product Categories:

Minimum Discount Percentage:

5.2.2 NETWORKING SOFTWARE

Discount % 38

5.2.5 ROUTERS

Discount % 38

5.2.6 SECURITY

Discount % 38

5.2.8 SWITCHES

Discount % 38

5.2.9 WIRELESS

Discount % 38

Current Enterasys Networks, Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

[VENDOR PRICING SHEETS CLICK HERE](#)

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contact price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the State of Utah WSCA-NASPO Master Agreements shall be based on

the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCANASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work

with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis. The State of Utah WSCA-NASPO Contract Administrator must also be notified and will review and approve the addition before the purchase is finalized by the end user. The State of Utah WSCA-NASPO Contract Administrator has the final approval on any Ad Hoc product additions.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator before the revised price list is considered valid.

Avaya Authorized Reseller: Step Resources Communications

Contact Information

Vendor/Business Name:	STEP CG
Contact Person Name:	Danny Poindexter
Title:	Regional Sales Executive
Street Address:	407 Vine St Suite 210 Cincinnati OH 45202
Phone Number:	281-989-7878
Toll Free Number:	844-478-3724
Fax Number:	
Mobile:	281-989-7878
Email Address:	dpindexter@stepcg.com

Ordering Information

Customers should direct	Danny Poindexter
State of FL Vendor numb	
Mailing Address:	407 Vine St Suite 210 Cincinnati OH 45202
Phone Number:	281-989-7878
Toll Free Number:	844-478-3724
Fax Number:	
Mobile:	281-989-7878
Email Address:	dpindexter@stepcg.com
URL:	www.stepcg.com
Remit Address:	407 Vine St Suite 210 Cincinnati OH 45202

The entire Extreme Networks NASPO contract price list can be found at
<http://www.naspovaluepoint.org/#/contract-details/4/contractor/25>

IA-ES-1K	\$7,995.00	38%	\$4,956.90	NAC ENTERPRISE LICENSE FOR 1K ES
NMS-ADV-5	\$7,995.00	38%	\$4,956.90	NMS-ADV - 5 DEVICES/50 APS
97003-S20098	\$1,398.00	6%	\$1,314.12	EW Software Subscription Software
97003-S20153	\$1,480.00	6%	\$1,391.20	EW Software Subscription Software
30313	\$2,695.00	38%	\$1,670.90	V2110 V10 Virtual Wireless Appliance for FCC domain (For following countries: US, Puerto Rico, Colombia). Base of 8 APs, expandable to 525 APs in 1 or 16 AP increments ? includes 2 free Radar licenses.
30311	\$1.00	38%	\$0.62	V10 Regulatory Domain Key for FCC domain (For following countries: US,
WS-APCAP-1	\$199.00	38%	\$123.38	SINGLE AP CAPACITY UPGRADE (C25, V2110)
WS-APCAP-16	\$2,295.00	38%	\$1,422.90	16 AP CAPACITY UPGRADE (C25, V2110)

31012	\$1,195.00	38%	\$740.90	Dual band Dual Radio 802.11ac/abgn, 4x4:4 MIMO Indoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain: FCC (For following countries: US, Puerto Rico, Colombia)	
97003-30313	\$360.00	6%	\$338.40	EW SOFTWARE SUB 30313	Software
97003-S20252	\$15.00	6%	\$14.10	EW Software Subscription	Software
97004-31012	\$50.00	12%	\$44.00	EW NBD AHR 31012	Hardware
97003-S20255	\$167.00	6%	\$156.98	EW Software Subscription	Software
31028	\$495.00	38%	\$306.90	Dual Radio 802.11ac/abgn, 2x2:2 MIMO Indoor Wave 2	
31055	\$1,295.00	38%	\$802.90	Dual Radio 802.11ac/abgn, 2x2:2 MIMO Outdoor Wave 2	
30514	\$199.00	38%	\$123.38	Outdoor articulating mounting bracket for AP3965i/e	
30709	\$55.00	38%	\$34.10	Indoor 2.4GHz dipole antenna (4-pack)	
30716	\$2,499.00	38%	\$1,549.38	Outdoor 5GHz, four feed, 5dBi, 25 degree sector antenna with	
WS-CAB-L400C06N	\$99.00	38%	\$61.38	LMR400 6 FT N	

WS-APCAP-1	\$199.00	38%	\$123.38	SINGLE AP CAPACITY UPGRADE (C25, V2110)	
PD-9501GO-ENT	\$799.00	38%	\$495.38	SINGLE PORT 802.3AT PLUS OUTDOOR MIDSPAN	
PD-MBKOUT	\$129.00	38%	\$79.98	MOUNTING BRACKET FOR OUTDOOR MIDSPANS	
97004-31028	\$36.00	12%	\$31.68	EW NBD AHR 31028	Hardware
97004-31055	\$74.00	12%	\$65.12	EW NBD AHR 31055	Hardware
97003-S20252	\$15.00	6%	\$14.10	EW Software Subscription	Software
16964 PS-ESU-5	\$11,875.00	10%	\$10,687.50	EXTREME SERVICE UNITS, 5-PACK	Professional Services

Start Here:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/data_communications_products_and_services

- Click “Pricing” (listed below)

Search

Search

☐ Search Current Location Only

[Data Communications Products and Services](#)

Pricing

[Product Categories List](#)

Contractors

[Contractors - Adtran Inc.](#)

[Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Data Communications Products and Services > Contractors](#)

Data Communications Products and Services

43220000-WSCA-14-ACS

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
------	----------	---	-------------------	-------------------------------	---------------

- Click “Extreme Price List” (listed below)

Data Communications Products and Services

43220000-WSCA-14-ACS

Pricing

Please Note:

Any state agency needing to purchase any of the following services should contact the Division of Telecommunications (DivTel) at DMS: Centrex; Voice over Internet Protocol (VoIP); SUNCOM services; Session Initiation Protocol (SIP) Trunking; Audio Conferencing; Web conferencing; Video Conferencing; Long Distance; Toll-free; and Contact Center. Please contact DivTel for more information: John Starling at 850-410-0004, John.Starling@dms.myflorida.com or Mohammad Amirzadeh, at 850-922-7476, Mohammad.Amirzadeh@dms.myflorida.com.

[Adtran Inc. Price List](#)

[Avaya Inc. - Price List](#)

[Brocade Price List](#)

[Cisco Price List](#)

[Dell Price List](#)

[EMC Corporation Price List](#)

[Extreme Price List](#)

[F5 Networks Inc. \(277.01 KB\)](#)

[Fujitsu Network Communications, Inc. Price List](#)

[Hewlett-Packard Price List](#)

[Juniper Price List](#)

[Mitel Price List](#)

- This will redirect you to the NASPO Value Point website and the list of Extreme Networks products and services (same as this link: <http://www.naspovaluepoint.org/#/contract-details/4/contractor/25>)
- Click “Extreme Networks Price File May 2018” (listed below)






Extreme Networks

Data Communications Products & Services

CURRENT EXPIRATION:
May 31, 2019

INCEPTION:
June 01, 2014

DOCUMENTS

-  Extreme Networks Master Agreement
-  Extreme Networks Price File May 2018
-  Extreme Networks Proposal
-  Brocade Assignment to Extreme
-  Extreme acquisition of Avaya Networking Business

- Compare to the document “Extreme Networks NASP Contract pricing” listed as Other Attachment in the Commission Agenda Item.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approve utilizing the State of Florida Contract DMS-12/13-001H with Jade Communications, Inc. of Boca Raton, FL for Telecommunications infrastructure needed at the interim Police Facility in the approximate amount of \$46,010. The City is allowed to utilize the State of Florida contracts in accordance with City's procurement procedures.

EXPLANATION OF REQUEST:

Current Renewal Period: July 1, 2016 - June 30, 2019

The City is embarking on the Town Square project which involves the Police Department moving to an interim location for 24-36 months on High Ridge Road. In order to accommodate the functions of the Police Department the interim space needs various ITS related infrastructure installed. (i.e. cabling, switches, Cat6, Voice/Data, etc.)

The proposed vendor is under contract with the State of Florida and has provided the City with an estimate of \$46,010.00 for the services needed.

Staff recommends proceeding with Jade Communications, Inc. in order to proceed with the Police Department move.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will allow the interim Police Facility to be equipped with needed ITS infrastructure in order to accommodate the move.

FISCAL IMPACT:

The costs will be charged to account 001-1214-512-49-17.

ALTERNATIVES: The city could issue its own bid but staff believes this is the best and most efficient manner in procuring these needed services.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type		Description
<input type="checkbox"/>	Attachment	Jade Comm Proposal
<input type="checkbox"/>	Attachment	State of FL Contract



Date: 6-13-2018

PROPOSAL NO: 70238	SUBMITTED TO: Doug Solomon
Company Name & Address: Boynton Beach Police Department	Job Location: Boynton Beach Police Department New Build out Facility
Phone Number: 561-742-6117	Email: Solomond@bbfl.us

We hereby submit specifications and estimate for: **Plenum Cat 6 cabling.**

Provide labor and materials to install (169) Cat6, Voice / Data, cables. All Cat6 cables will terminate on patch panels in floor mount racks. (4) Racks include one front and back full vertical cable manager, ladder rack, and horizontal cable management for each patch panel. Outlet locations will be as shown on provided plan sheets. Ceilings will be accessible/ open/ under construction. JCI will provide a lift for the high ceiling and will need access for cable pathways. Hours will be daytime Monday-Friday.

For access to the trailer JCI will core (2) holes in the concrete and install (2) 10 foot sealtight conduits. (1) For (4) Cat 6 cables and terminate in a surface mount box, and (1) will be for others.

Included is backbone cabling (12) Cat 6 cables that will link the MDF to an IDF wall mount cabinet. Cabinet will be provided by PD & installed by JCI, on a new plywood backboard.

Cat6 will be certified, & all cables labeled & supported with Data rated J-hooks.

We hereby propose to furnish labor and materials-complete in accordance with the above specifications, for the sum of \$46,010.00

Balance due upon receipt of invoice.

All material is guaranteed to be as specified. All work above to be completed in a skillful manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become a "T & M" extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. No permit fee's or bonding is included in this quotation. This proposal is subject to acceptance within thirty days and is void hereafter at the option of the undersigned. Florida License ES0000112. Pricing includes sales tax.

AUTHORIZED NAME

Christopher Degaetano

6-13-2018

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____ Date _____

**CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
JADE COMMUNICATIONS, INC.**

CONTRACT NO.: DMS-12/13-001H

AMENDMENT 4

THIS AMENDMENT to the Telecommunication Infrastructure Project Services (TIPS) Agreement DMS-12/13-001H, effective July 1, 2013 ("Agreement"), is entered into as of the last date signed below, by and between the parties to the Agreement, namely, the State of Florida, Department of Management Services ("Department"), and Jade Communications, Inc., (Contractor).

WHEREAS, the Parties entered into the Agreement DMS-12/13-001H to set forth the duties and obligations of Service Provider and Department in relation to Service Provider's performance of its duties in connection with the Agreement; and

WHEREAS, the Contract provides for up to three (3) years of renewal and the current expiration date of the Contract is June 30, 2016; and

WHEREAS, the Contract has remaining renewals for up to three (3) years; and

WHEREAS, the Contractor wishes to provide additional cost savings starting July 1, 2016; and

WHEREAS, the Department wishes to exercise its option to renew the Contract for an additional three (3) years.

WHEREFORE, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

1. **SECTION VII – Term of the Contract, Expiration Date, and Renewal:** The Parties agree that the Term of this Contract shall be renewed for an additional period of three (3) years commencing on July 1, 2016, and continuing through June 30, 2019, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract.
2. **Exhibit II, Attachment 12 Price Sheet – Original Price,** is hereby reduced by three percent per line item.

Specific Appropriation:

The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

Contract No.: DMS-12/13-001H

Contract Amendment No.: 4

SC

1 of 2

CENTREX AND SUNCOM PAYMENTS
FROM COMMUNICATIONS WORKING
CAPITAL TRUST FUND \$108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.
SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES

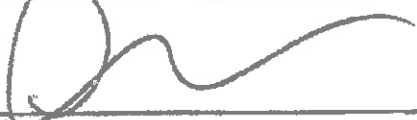


Erin Rock, Deputy Secretary

6-30-16

Date

CONTRACTOR Jade Communications, Inc.



Signature

Serge Leblanc, President

Print Name & Title

06/16/2016

Date

**CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
JADE COMMUNICATIONS, INC.**

CONTRACT NO.: DMS-12/13-001H

This Contract is by and between the State of Florida, Department of Management Services, Division of Telecommunications (Department), an agency of the State of Florida with offices at 4030 Esplanade Way, Tallahassee, Florida 32399-0950, and Jade Communications, Inc. (Contractor).

WHEREAS, the Contractor replied to the Division's Request for Proposals (RFP) No.: DMS-12/13-001 – TELECOMMUNICATION INFRASTRUCTURE PROJECT SERVICES (TIPS);

WHEREAS, the Contractor was one of the 5 highest ranked respondents for Regions 9 and 10 based upon Section 2.14 of the RFP entitled, "Response Evaluation Process / Criteria/Award;"

WHEREAS, the Department has determined to accept the Contractor's response and to enter into this Contract.

WHEREFORE, in consideration of the mutual promises contained herein, the Department and the Contractor hereby enter into this Contract.

- I. NAME OF PROJECT**
TELECOMMUNICATION INFRASTRUCTURE PROJECT SERVICES (TIPS)
- II. SUMMARY OF THE CONTRACTUAL SERVICES (SCOPE OF WORK)**
The Contractor will furnish all labor, materials, tools, and equipment to provide a cabling distribution system for analog, digital and VoIP telephony, audio, video, and networking data. The cabling distribution systems, components of cabling distribution systems, and any materials utilized by the Contractor to provide services to Customers shall meet or exceed the specifications contained in the Technical Specifications, Section 3 of the RFP. The services provided to Customers by the Contractor include systems for new building construction, building renovations, inter-building, intra-building, outside plant, Projects, and MAC to existing systems. The Contractor is required to use all the materials as specified in the Technical Specifications, Section 3 of the Exhibit I, when the material is specifically described.

The scope of work varies from small MACs to large Projects.
- III. DELIVERABLES**
The Contractor will provide the deliverables as outlined in EXHIBIT I, Section 3, as attached, for Regions 9 and 10 as outlined in EXHIBIT I, ATTACHMENT 9. Enforcement of the service level performance standards in Section 3.06 shall be at the sole discretion of the Division. Customers shall be able to include specific SLAs for their projects as part of their direct order.

IV. PROVISIONS

The provisions of section 287.058(1)(a)-(c), and (g) F.S. are hereby incorporated by reference.

V. REMEDIES AVAILABLE TO THE DEPARTMENT FOR FAILURE OF CONTRACTOR TO MEET THE REQUIREMENTS OF THE CONTRACT

- A. Default pursuant to rule 60A-1.006, Florida Administrative Code;
- B. Termination for Cause pursuant to section 23 of the PUR 1000; and
- C. Any other remedies available to the Department under the contract or as authorized by law.

VI. EFFECTIVE DATE

This Contract shall begin on July 1, 2013, or on the last date in which it is signed by all parties, whichever is later.

VII. TERM OF THE CONTRACT, EXPIRATION DATE, AND RENEWAL

As stated in EXHIBIT I, section 6.06 Contract Term, the Contract shall begin on July 1, 2013, or on the last date signed by either party, and shall end June 30, 2016. Therefore as provided in Section 1.03 of the solicitation, the term of the Contract will be three years with three renewal years.

However, during the term of the Contract, the Department may find it necessary to renew the the Contract in increments, complete term, or combination thereof, as long as the original renewal price[s] bid are not exceeded. See Rule 60A-1.048(1)(a), F.A.C. Such a change shall be accomplished only by an amendment to the Contract. Also, under no circumstances will the renewal years specified in the solicitation document be exceeded. Execution of all renewals shall be done via a contract amendment, and shall remain subject to at least satisfactory performance by the Contractor.

VIII. INTELLECTUAL PROPERTY OWNERSHIP

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, if any intellectual property is developed or created as a result of this contract, all rights to such property will belong to the Department.

IX. CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. Under the Contract Documents, Respondent shall be defined as "Contractor." If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- A. Contract.
- B. **EXHIBIT I:**
Relevant portions from RFP No.: DMS-12/13-001, as attached, including attachments 9, 10, 15, 16, 17, and 19.

C. EXHIBIT II:

Relevant portions of the Contractor's Response to the RFP, comprised of attachments 12, and 14, as submitted.

X. COMPENSATION

In exchange for satisfactorily providing the services identified in this contract, Contractor will be compensated as specified in EXHIBIT II, ATTACHMENT 12 - Price Sheet of the Contractor's response to the RFP. Invoices shall be submitted and approved by the Department's Contract Manager before Contractor is compensated for services provided. Payment shall be processed in accordance with chapter 215, Florida Statutes.

XI. ORDERING

Section 4.04(D.) of EXHIBIT I explains the Division's Ordering processes. For the Contract, the Contractor shall use the following particular methods for accepting orders:

A. Direct Orders

The Contractor shall accept direct orders from OaSIS. The Contractor shall update OaSIS with fulfillment data once the order is satisfied.

B. Draft Orders

Customers may post a draft order request through OaSIS. If the Contractor elects to respond to the Customer's draft order request, the Contractor shall submit a draft order to fulfill the Customer's needs. Once a Customer accepts the Contractor's draft order, the draft order shall be considered final and accepted and authorized by the Customer. If OaSIS is not capable of facilitating all or part of this ordering process, the Contractor shall accept Customer Service Authorization orders from Customers or the Department.

XII. INVOICING

Section 4.04(F.) of EXHIBIT I explains the Division's Invoicing processes through OaSIS. If OaSIS is not capable of facilitating all or part of the invoicing process, the Contractor shall send an invoice through mail or electronically to the Department's Contract Manager. The Contractor shall ensure that all invoices have sufficient detail to do a line item comparison with the respective order.

XIII. CONTRACT MANAGEMENT

A. Contract Administrator

The Contract Administrator is the DMS employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

Christina Espinosa
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Suite 380.9z
Tallahassee, FL 32399-0950
Telephone: (850) 410-2404
Christina.Espinosa@dms.myflorida.com

Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor.

B. Contract Manager & Project Manager

The Department shall designate an employee primarily responsible for overseeing the Contractors performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager shall be as follows:

James McVicker, Telecom Engineer
Division of Telecommunications
Department of Management Services
4030 Esplanade Way

Tallahassee, FL 32399-0950
Telephone: (850) 414-6771
E-mail: james.mcvicker@dms.myflorida.com

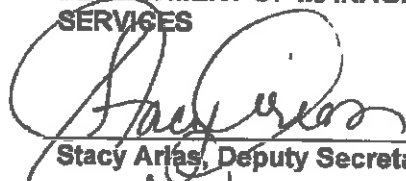
The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

C. Project Contact

Serge Leblanc, President
Jade Communications, Inc.
6610 E. Rogers Circle
Boca Raton, FL 33487
Telephone: (561) 997-8552
E-mail: sergel@jade-com.com

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT
SERVICES


Stacy Arias, Deputy Secretary

6/18/13
Date

JADE COMMUNICATIONS, INC.


Signature

Serge Leblanc, President
Print Name

June 12, 2013
Date



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approved utilizing R. George & Associates, Inc. of Deland, FL to provide moving services for the Library from its current location to the interim locations based on the estimated quote of \$74,235.

EXPLANATION OF REQUEST:

The City issued and advertised RFP #013-1610-18/IT, "Library Relocation Services", the week of April 13, 2018 with a due date of May 3, 2018. The Library move requires some specialty type of moving based on the books, stacks, etc and the need for them to be moved and re-shelved in the manner as they were taken from the current Library.

Unfortunately the City received no responses to the RFP for Library Relocation Services. Based on the lack of responses and the need to secure a vendor to begin coordinating the move, the City requested the Library Director to reach out to a company the City had used previously (9-10 years ago) to move part of the Library collection.

Craig Clark, Library Director, contacted R. George & Associates, Inc. of DeLand, FL. The Library had used the vendor 9-10 years ago when the Library was expanded and part of the collection and furniture needed to be moved into new space. The Library staff had been very pleased with the work that the vendor had done at that time.

Originally the plan was for the Library to move to one temporary location for 18-24 months as outlined in the RFP that the City issued. Since that time there have been various opportunities and modifications to the plan and now it is planned that the Library will move partly to one location and part of the collection will be moved to a storage location.

With that R. George & Associates met with the Library Director/Library Staff to walk and review the Library and its collection. Based on that and the current plan to move the Library to a temporary location and utilize a couple other buildings as storage for part of the collection, R. George & Assoc., Inc. gave the following quote.

Provide moving services to move the Library contents to 3 different locations, consisting of shelving, books, furniture and artwork hanging on the walls. Based on locations being within 5 miles of the current Library. The estimated cost is \$74,235.00.

There is a need to secure a vendor for these moving services so Library staff can begin coordinating and setting up a schedule to move the contents of the Library.

Based on the City receiving no responses from the advertised RFP, that this vendor has been used for similar services before with the Library and that the Department was extremely satisfied with the vendor, staff is recommending the Commission approve utilizing R. George & Associates for the Library Relocation Services based on their quote dated 6/8/18.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This will allow the Library to begin coordinating with the vendor as to scheduling how the move can be accomplished in the most efficient manner.

FISCAL IMPACT: The costs for this will be charged to account 001-1214-512-49-17.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	R George & Assoc Quote
<input type="checkbox"/> Attachment	List of Respondents to RFP 5-3-18



R. GEORGE & ASSOCIATES, INC.

P.O. Box 2854 □ Deland, Florida 32721-2854 □ (386) 736-2326
TOLL FREE (866) 833-3441 □ FAX (386) 736-3706 □ EMAIL info@rgeorge.com

TO: CITY OF BOYNTON BEACH
ATTEN: CRAIG CLARK, DIRECTOR

QUOTE #: Q-18-123

DATE: 6/8/2018

PROJECT: BOYNTON BEACH PUBLIC
LIBRARY

We offer the following quotation for the above project:

Item	Qty	Catalog #	Description	Unit	Total
	1	LOT	<p>PROVIDE MOVING SERVICES TO MOVE THE LIBRARY CONTENTS TO 3 DIFFERENT BUILDINGS. CONTENTS CONSIST OF SHELVING, BOOKS, FURNITURE AND ARTWORK HANGING ON THE WALLS</p> <p>1 BUILDING WILL BE SET UP AS THE TEMPORARY LIBRARY LOCATION. OTHER TWO BUILDINGS WILL BE STORAGE IN THE STORAGE LOCATIONS, SHELVING WILL BE SET UP, AND BOOKS WILL BE PLACED ONTO SHELVING IN CALL NUMBER ORDER.</p> <p>ESTIMATED TIME IS 3 WEEKS BEGINNING JULY 13, 2018 (CONFIRMATION TO PROCEED NEEDED WITHIN 7 DAYS)</p> <p>PRICING IS BASED ON MOVING CONTENTS TO 2 STORAGE LOCATIONS WITHIN 5 MILES OF THE LIBRARY</p>	\$74,235.00	\$74,235.00
			TOTAL PRICE		\$74,235.00

BY: AARON KEMBLE

NOW ACCEPTING PURCHASE CARD, VISA, OR MASTERCARD. PLEASE ADVISE UPON PLACING ORDER.

The City of Boynton Beach



*Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316*

REQUEST FOR PROPOSALS RFP No.: 013-2610-18/IT LIBRARY RELOCATION SERVICES

SOLICITATION ISSUE DATE: April 13, 2018
SOLICITATION DUE DATE: May 3, 2018
OF PROPOSALS SUBMITTED: 0

This list is intended to provide preliminary information regarding the proposals received by the solicitation opening deadline.

	LIST OF PROPOSERS (IN ALPHABETICAL ORDER)
	No submittals were received in response to this RFP.

Prepared by: Ilyse Triestman, 5/3/18
Witnessed by: Daysi Peguero, 5/3/18



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the seven (7) month period ended April 30, 2018.

EXPLANATION OF REQUEST:

This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the seven (7) month period ended April 30, 2018 (58% 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: GENERAL FUND

	FY 2017-18			FY 2016-17			FY 2018 vs. 2017	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues & Transfers	\$ 93,254	\$ 68,582	74%	\$ 83,767	\$ 63,219	75%	11.3%	8.5%
Expenditures	\$(93,254)	\$(52,544)	56%	\$(83,767)	\$(49,816)	59%	11.3%	5.5%
Excess (Deficit)	\$ -	\$ 16,038		\$-	\$ 13,403			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a \$16.0M surplus for the period ending April 30, 2018.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of \$78.2M or 83% of our total \$93.2M General Fund budget estimate for FY 2017-18. Transfers from other funds (non-revenues) provide \$15M or 16% of the total funding sources to balance our \$93.2M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:

1. 36% - \$ 34.0M – Property taxes less Tax Increment Financing to the CRA
 2. 48% - \$ 44.2M – All other revenues plus General Fund Balance
 3. 16% - \$ 15.0M – Transfers from other funds
- 100% - \$ 93.2M – Total funding sources

The property tax rate for FY 2017-18 is 7.9000 mills, no change from the prior year; the net property taxes of

\$34.0M in FY 2017-18 represent an 7.77% increase in property tax revenue or an increase of \$2.4M from FY 2016-17.

To balance the budget in FY 2016-17, it required transfers from other funds of \$15M representing 16% of all funding sources.

Actual Funding Sources Realized: At the end of the seventh month in FY 2017-18, revenues and transfers realized are approximately \$68.5M or 74% of the budget estimate compared to \$63.2M or 75% realized to date in FY 2016-17.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was \$32.1M as compared to \$30.2M for FY 2016-17, as noted on Exhibit A.

Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 11.3% from \$83.7M to \$93.2M. The budget increase was due to the cost of doing business, Town Square project, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the seventh month period ending April 30 (58% of the fiscal year) are \$52.5M that is 56% of the \$93.2M expenditure appropriation for FY 2017-18. 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 \$52.5M or 56% of the FY 2017-18 budget. At this point in the fiscal year, FY2017-18 spending levels are \$2.7M ahead of the \$49.8M or 59% expended in FY 2016-17 for this same period.

UTILITY FUND

The FY 2017-18 annual expenditure budget of \$46.5M represents a \$4.3M increase from the FY 2016-17 budget of \$42.2M. The operational forecast reflects an estimated decrease of \$442K of the fund balance for FY 2017-18, see Exhibit C.

	FY 2017-18			FY 2016-17			FY 2018 vs. 2017	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues & Transfers	\$ 46,544	\$ 27,785	60%	\$ 42,245	\$ 26,228	62%	10.2%	5.9%
Expenditures	\$(46,544)	\$ (24,862)	53%	\$(42,245)	\$(24,163)	57%	10.2%	3.0%
Excess (Deficit)	\$ -	\$ 2,893		\$ -	\$ 2,065			

For the seventh month period in FY 2017-18,

- Revenues realized are \$27.7M (60%) of the annual budget estimate.
- Expenditures incurred are \$24.8M (53%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately \$2.9M.

Expenditures (Exhibit D) – Utility Fund FY 2017-18 expenditures to date are \$24.8M or 53% of the annual appropriation compared to expenditures of \$24.1M or 57% 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 Statement of Revenues thru April 30, 2018
<input type="checkbox"/> Addendum	GF Statement of Expenditures thru April 30, 2018
<input type="checkbox"/> Addendum	UF Statement of Revenues thru April 30, 2018
<input type="checkbox"/> Addendum	UF Statement of Expenditures thru April 30, 2018

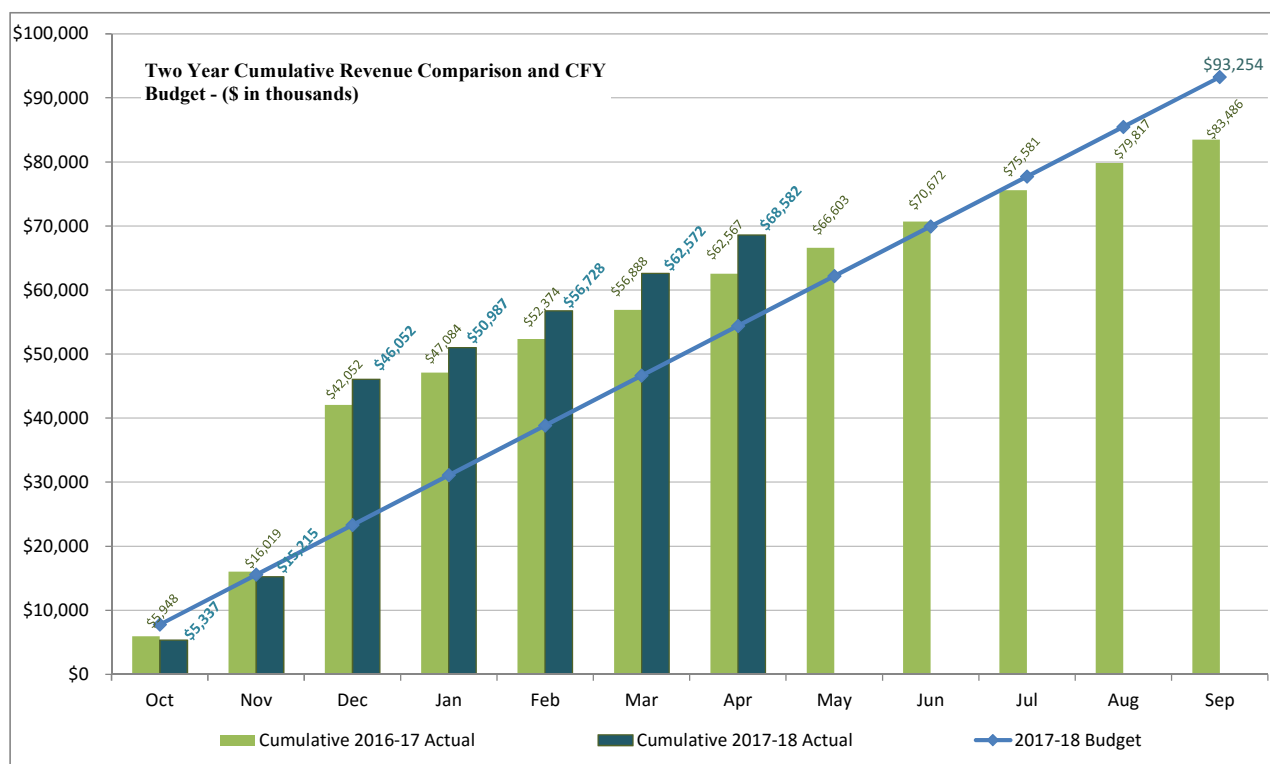
CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended April 30, 2018 (58% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE		FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	\$ 41,458,358	\$ 39,476,513	95%	\$ 38,322,309	36,955,085	96%
LESS TIF TAXES TO CRA	(7,360,831)	(7,360,831)	100%	(6,682,137)	(6,682,137)	100%
NET TAXES TO THE CITY	34,097,527	32,115,682	94%	31,640,172	30,272,948	96%
LICENSES AND PERMITS						
BUSINESS TAXES	1,731,000	1,658,357	96%	1,656,000	1,598,507	97%
BUILDING PERMITS	2,712,000	1,684,621	62%	2,417,000	1,388,310	57%
FRANCHISE FEES	4,865,000	2,822,402	58%	5,065,000	2,609,785	52%
OTHR LICENSES, FEES & PER	222,000	191,866	86%	218,000	197,946	91%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	85,000	540,119	635%	85,000	7,258	9%
STATE SHARED REVENUES	8,677,000	4,537,235	52%	8,674,000	4,835,186	56%
SHRD REV FROM OTHR LCL	335,000	88,891	27%	310,000	67,509	22%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	121,300	137,657	113%	121,300	134,833	111%
CHRGs-GENERAL GOVT	507,800	278,930	55%	459,500	280,349	61%
PUBLIC SAFETY	6,086,500	4,933,221	81%	5,133,816	4,687,927	91%
PHYSICAL ENVIRONMENT	20,000	13,401	67%	20,000	(475)	-2%
CULTURE/RECREATION	428,700	275,915	64%	415,500	276,026	66%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	11,211	37%	30,000	12,546	42%
VIOLATIONS LOCAL ORD.	643,000	130,009	20%	720,000	330,188	46%
INTEREST EARNINGS	65,000	3,342	5%	50,000	41,049	82%
RENTS AND ROYALTIES	368,800	278,242	75%	368,800	255,928	69%
SPECIAL ASSESSMENTS	6,589,000	6,455,802	98%	5,541,500	5,385,342	97%
SALE OF SURPLUS MATERIAL	1,500	1,220	81%	2,000	1,259	63%
OTHER MISC. REVENUE	4,715,145	201,453	4%	2,725,000	270,235	10%
INTERNAL FUND TRANSFERS						
TRANSFERS	15,067,850	8,789,579	58%	14,842,000	8,657,833	58%
FUND BALANCE APPROPRIATED	5,884,506	3,432,629	58%	3,272,149	1,908,754	58%
Total Revenues	\$ 93,253,628	\$ 68,581,784	74%	\$ 83,766,737	63,219,243	75%



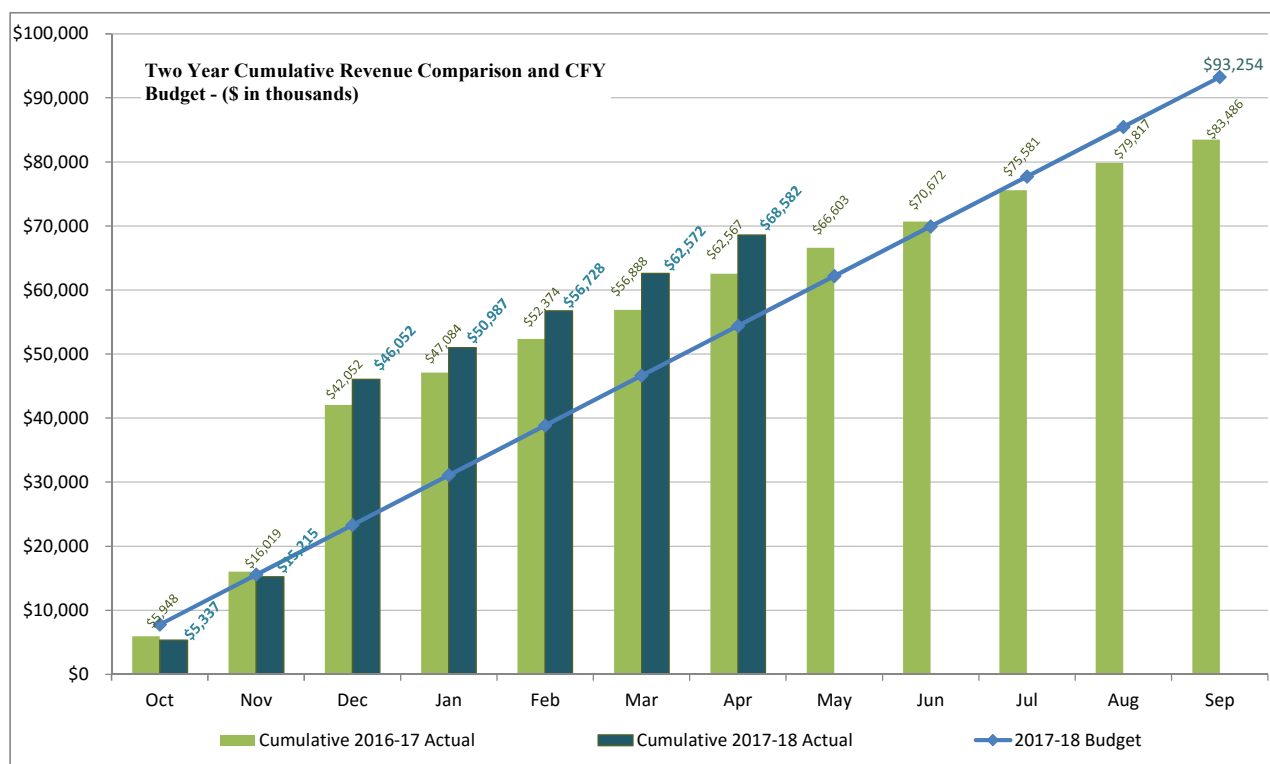
CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

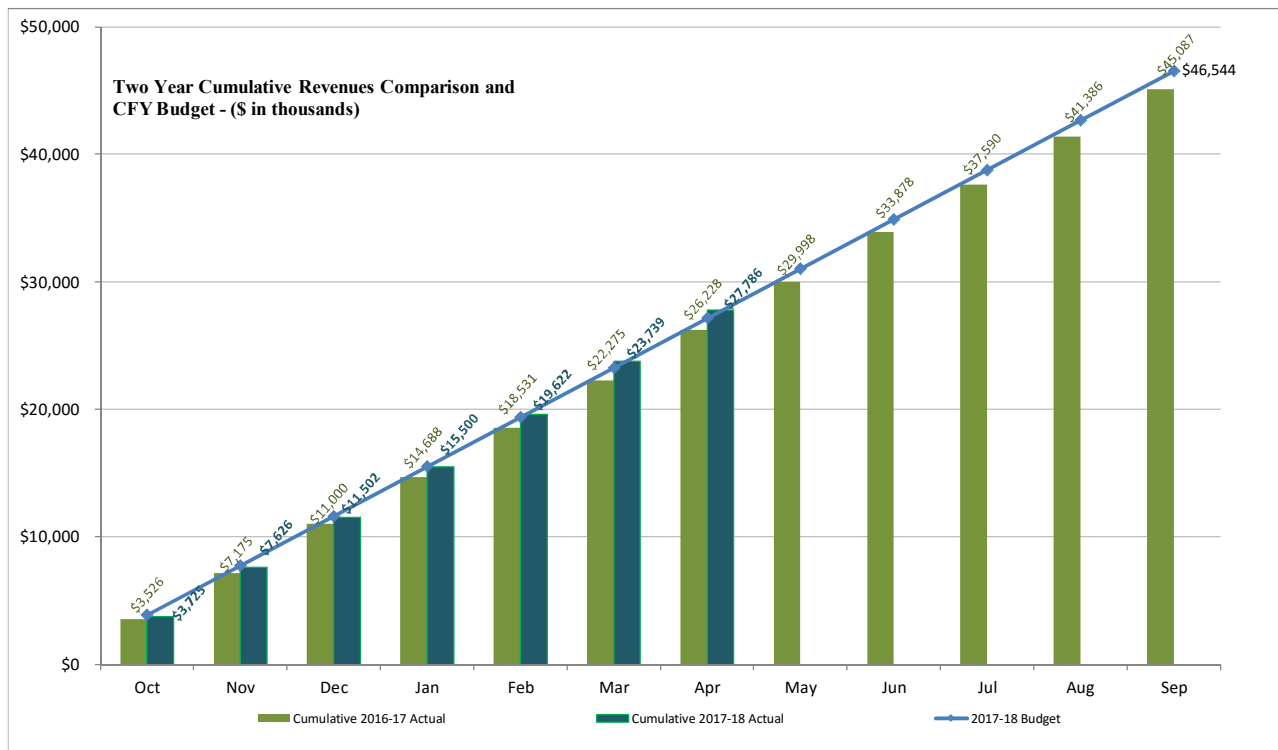
Fiscal Year Period Ended April 30, 2018 (58% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE		FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	\$ 41,458,358	\$ 39,476,513	95%	\$ 38,322,309	36,955,085	96%
LESS TIF TAXES TO CRA	(7,360,831)	(7,360,831)	100%	(6,682,137)	(6,682,137)	100%
NET TAXES TO THE CITY	34,097,527	32,115,682	94%	31,640,172	30,272,948	96%
LICENSES AND PERMITS						
BUSINESS TAXES	1,731,000	1,658,357	96%	1,656,000	1,598,507	97%
BUILDING PERMITS	2,712,000	1,684,621	62%	2,417,000	1,388,310	57%
FRANCHISE FEES	4,865,000	2,822,402	58%	5,065,000	2,609,785	52%
OTHR LICENSES, FEES & PER	222,000	191,866	86%	218,000	197,946	91%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	85,000	540,119	635%	85,000	7,258	9%
STATE SHARED REVENUES	8,677,000	4,537,235	52%	8,674,000	4,835,186	56%
SHRD REV FROM OTHR LCL	335,000	88,891	27%	310,000	67,509	22%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	121,300	137,657	113%	121,300	134,833	111%
CHRGs-GENERAL GOVT	507,800	278,930	55%	459,500	280,349	61%
PUBLIC SAFETY	6,086,500	4,933,221	81%	5,133,816	4,687,927	91%
PHYSICAL ENVIRONMENT	20,000	13,401	67%	20,000	(475)	-2%
CULTURE/RECREATION	428,700	275,915	64%	415,500	276,026	66%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	11,211	37%	30,000	12,546	42%
VIOLATIONS LOCAL ORD.	643,000	130,009	20%	720,000	330,188	46%
INTEREST EARNINGS	65,000	3,342	5%	50,000	41,049	82%
RENTS AND ROYALTIES	368,800	278,242	75%	368,800	255,928	69%
SPECIAL ASSESSMENTS	6,589,000	6,455,802	98%	5,541,500	5,385,342	97%
SALE OF SURPLUS MATERIAL	1,500	1,220	81%	2,000	1,259	63%
OTHER MISC. REVENUE	4,715,145	201,453	4%	2,725,000	270,235	10%
INTERNAL FUND TRANSFERS						
TRANSFERS	15,067,850	8,789,579	58%	14,842,000	8,657,833	58%
FUND BALANCE APPROPRIATED	5,884,506	3,432,629	58%	3,272,149	1,908,754	58%
Total Revenues	\$ 93,253,628	\$ 68,581,784	74%	\$ 83,766,737	63,219,243	75%



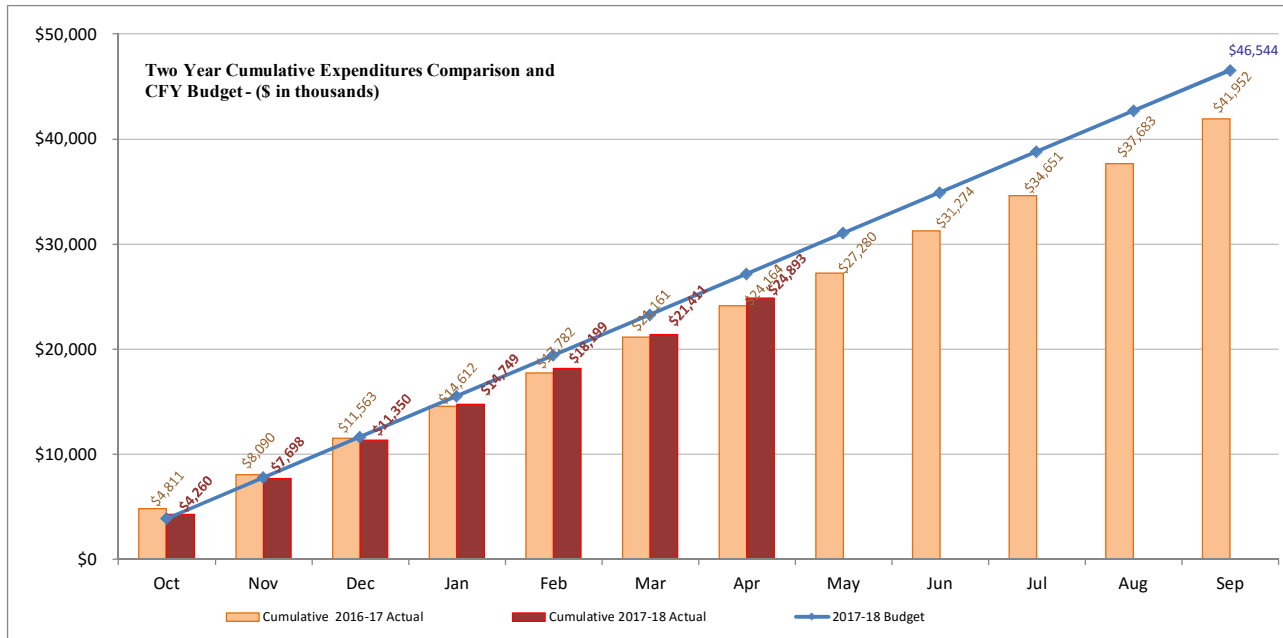
CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended April 30, 2018 (58% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE		FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
WATER SALES	\$ 21,675,000	\$ 12,957,086	60%	\$ 20,250,000	\$ 12,916,531	64%
WATER CONNECTION FEE	150,000	25,160	17%	25,000	52,592	210%
WATER SERVICE CHARGE	850,000	550,885	65%	750,000	596,686	80%
WTR-BACKFLOW PREVNTN TEST	10,000	10,906	109%	10,000	8,350	84%
RECLAIMED WATER SALES	64,000	172,452	269%	60,000	40,758	68%
SEWER SERVICE	18,870,000	11,215,239	59%	18,500,000	11,072,612	60%
STORMWATER UTILITY FEE	3,800,000	2,250,031	59%	3,800,000	2,230,954	59%
TELEWISE SEWER LINES	5,000	8,574	171%	3,500	-	0%
FEES	20,000	1,929	10%	15,000	772	5%
INTEREST INCOME	35,000	(26,829)	-77%	35,000	8,600	25%
SALE OF SURPLUS EQUIP.	2,000	-	0%	-	1,655	0%
OCEAN RGE UT TAX ADM CHG	800	505	63%	800	412	52%
MISCELLANEOUS INCOME	-	466	0%	-	399	0%
FUND BALANCE DECREASE (INCREASE)	1,061,993	619,496	58%	(1,204,004)	(702,336)	58%
TOTAL REVENUES	\$ 46,543,793	\$ 27,785,900	60%	\$ 42,245,296	\$ 26,227,985	62%



CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended April 30, 2018 (58% of Fiscal Year)

EXPENDITURES						
ACCOUNTS	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE		FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
WATER DISTRIBUTION	\$ 1,946,158	\$ 1,052,152	54%	\$ 1,814,027	\$ 1,205,038	66%
PUBLIC WATER TREATMENT	6,009,493	2,846,407	47%	5,961,748	3,380,399	57%
METER READING & SERVICES	1,258,478	766,753	61%	1,111,186	746,766	67%
WASTEWATER COLLECTION	1,619,357	907,634	56%	1,624,933	917,081	56%
WASTEWATER PUMPING STATIONS	2,810,391	1,369,710	49%	2,337,495	1,453,355	62%
SEWAGE TREATMENT	4,550,000	1,597,039	35%	3,928,070	1,437,779	37%
WATER QUALITY	630,247	354,453	56%	634,776	332,820	52%
UTILITY ADMINISTRATION	17,323,917	9,770,437	56%	14,552,941	8,565,212	59%
UTILITIES ENGINEERING	1,478,276	936,085	63%	1,481,747	943,324	64%
STORMWATER MAINTENANCE	1,148,994	636,832	55%	1,008,364	596,114	59%
CUSTOMER RELATIONS	1,133,407	728,953	64%	1,369,521	839,545	61%
DEBT SERVICE	6,635,075	3,926,103	59%	6,420,488	3,746,093	58%
Total Expenditures	\$ 46,543,793	\$ 24,892,558	53%	\$ 42,245,296	\$ 24,163,526	57%





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

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 June 19, 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)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM
BOUND TREE MEDICAL, LLC; HENRY SCHEIN, INC.; MIDWEST MEDICAL SUPPLY CO., INC.	Annual Supply of Medical Supplies and Medications	City Bid No. 044-2210-16/JMA	July 3, 2018 thru July 2, 2019
REHRIG PACIFIC	Injection Molded Refuse Containers and Parts, Supply of	City Bid No. 048-2510-15/JMA	July 20, 2018 thru July 19, 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: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	Renewal Report - June 19, 2018
<input type="checkbox"/> Attachment	Renewal Response - Boundtree
<input type="checkbox"/> Attachment	Renewal Response - Henry Schein
<input type="checkbox"/> Attachment	Renewal Response - Midwest Medical
<input type="checkbox"/> Attachment	Renewal Response - Rehrig



CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
June 19, 2018

REQUESTING DEPARTMENT: WAREHOUSE

DEPARTMENT CONTACT: MICHAEL DAUTA

TERM: July 3, 2018 thru July 2, 2019

SOURCE FOR PURCHASE: City Bid No. 044-2210-16/JMA

ACCOUNT NUMBER: 502-0000-141-0100

VENDOR(S): BOUND TREE MEDICAL, LLC; HENRY SCHEIN, INC.; MIDWEST MEDICAL SUPPLY CO., LLC

ANNUAL ESTIMATED EXPENDITURE: \$160,000.00

DESCRIPTION:

On June 21, 2016, City Commission approved a one-year Contract with Bound Tree Medical, LLC; Henry Schein, Inc. and Midwest Medical Supply Co., LLC. for medical supplies and medications for the Fire Department's' EMS and Ocean Rescue Divisions.

The Bid allows for two (2) additional one-year renewal terms under the same prices, terms and conditions. On June 6, 2017, City Commission authorized the first, one-year renewal term. All three vendors have agreed to renew the Bid for the final one-year renewal term. As permitted by the Bid terms and Conditions, vendors may request a price adjustment based upon substantiated changes in the marketplace. Bound Tree Medical and Midwest Medical Supply Co. have submitted requests for price changes on some items that have been reviewed and approved by staff.

REQUESTING DEPARTMENT: PUBLIC WORKS/SOLID WASTE

DEPARTMENT CONTACT: DAVIDSON MONESTIME

TERM: July 20, 2018 to July 19, 2019

SOURCE FOR PURCHASE: City Bid No. 048-2510-15/JMA

ACCOUNT NUMBER: 431-2515-534-52-75

VENDOR(S): REHRIG PACIFIC

ANNUAL EXPENDITURE: \$125,000.00

DESCRIPTION:

On June 16, 2015, City Commission approved a two-year contract with Rehrig Pacific Company of Orlando for the supply of injection molded mobile refuse containers and parts.

The Contracts allow for three (3) additional one-year renewal options with the same prices, terms and conditions. One July 18, 2017, City Commission authorized the first renewal term. The vendor has agreed to renew the Contract for the second one-year renewal option thru 2019.

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*

April 17, 2018

Andy Farber, Manager Bid and Contracts
Bound Tree Medical, LLC.
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

**RE: "ANNUAL SUPPLY OF MEDICAL SUPPLIES AND MEDICATIONS"
BID #: 057-1412-17/IT**

CURRENT CONTRACT PERIOD: JULY 3, 2017 THRU JULY 2, 2018

Dear Mr. Farber:

The Contract for "Annual Supply of Medical Supplies and Medications" will expire on July 2, 2018. This contract allows for one (1) additional year renewal with the same terms and conditions. The City of Boynton Beach would like to renew this contract with Bound Tree Medical for an additional one-year extension with the same terms and conditions.

Please indicate your response on the following page and email it to Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please feel free to call Michael Dauta, Warehouse Manager via email. Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager
Administrative Services

c: Michael Dauta – Manager of Materials and Distribution
Central File

BID NAME: "ANNUAL SUPPLY OF MEDICAL SUPPLIES AND MEDICATIONS"

BID NO.: 057-1412-17/IT

Contract Renewal Period: JULY 3, 2018 THRU JULY 2, 2019

Agreement between the City of Boynton Beach, and Bound Tree Medical;

☒ Yes, I agree to extend the existing Bid for the Annual Supply of Medical Supplies and Medications under the same Terms and Conditions for an additional year: July 3, 2018 thru July 2, 2019.

**With increases per the terms of the contract*

☐ No, I do not wish to renew the agreement for the following reason(s): _____

BOUND TREE MEDICAL, LLC.

Bound Tree Medical, LLC
NAME OF COMPANY

Rhiannon Greene
NAME OF REPRESENTATIVE
(please print)

05/01/2018
DATE

submitbids@boundtree.com
EMAIL ADDRESS


SIGNATURE

Vice President, Pricing
TITLE

(800) 533-0523
(AREA CODE) TELEPHONE NUMBER



May 1, 2018

The City of Boynton Beach
Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, FL 33425

RE: City of Boynton Beach Bid # 057-1412-17/IT Renewal Request

To Whom It May Concern:

Bound Tree would like to move forward with the renewal of the above contract for renewal period of July 3, 2018 to July 2, 2019. Prior to the renewal going into effect, it is vital to discuss the PPI price increases.

Based on the PPI data, for the most current 12-month period, the increase for supplies is 0.51% and the increases for pharmaceuticals is 4.2%. We are asking that, for the items within this contract, they are increased by their respective percentages. Attached with this letter are the items current price and the new requested price based off of the PPI increase.

There are also items within this contract, that due to either the item being discontinued or the item having a much larger manufacturer increase versus the PPI increase, we are asking to remove certain items from the contract. We have also provided potential alternatives for the discontinued items and we are seeking your approval for those additional items.

Please let me know on or before June 1st if this request is approved or not approved. No changes will occur on the contract without your approval. Please review the attached spreadsheet for all items and increases associated with the City of Boynton Beach Bid #057-1412-17/IT.

If you have any questions regarding this renewal, our contact information is below.

Sincerely,

Chic Price
Account Manager
561-670-3951
Chic.Price@boundtree.com

Chad Truini
Pricing Analyst, Bids & Contracts
800.533.0523 x 5235
Chad.Truini@boundtree.com

Item List for Boynton Beach Bid #057-1412-17/IT

Vendor ID	Vendor Name	Item ID	Item Description	UoM	Current Price	PPI	New Price
15460	AQUABILI	600-10	IV Flush Syringe, Normal Saline 10ml Prefilled 12cc Syringe, Sterile 100ea/bx 4bx/cs	EA	\$ 0.37	0.51%	\$0.37
10017	BAXTER HEALTHCARE-DMG	601324X	IV Solution, Sodium Chloride 0.9% 1000ml Bag 14ea/cs	EA	\$ 5.28	4.20%	\$5.50
12023	DIGITCARE CORPORATION	291204	Gloves, Defender, XL, High Risk 12 in Cuff, Nitrile, Powder Free, Slate Blue 50/bx 108bx/cs	BX	\$ 7.66	0.51%	\$7.70
10120	SMITHS MEDICAL ASD, INC.	353065	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$ 1.85	0.51%	\$1.86
10120	SMITHS MEDICAL ASD, INC.	353066	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$ 1.85	0.51%	\$1.86
16028	PFIZER INC. (HOSPIRA)	4755-02	ONDANSETRON 4MG 2ML VIAL 25EA/BX	EA	\$ 0.72	4.20%	\$0.75
10099	B. BRAUN MEDICAL, INC	358001	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs B Braun 18001	EA	\$ 2.41	4.20%	\$2.51
11834	MEDLINE INDUSTRIES, INC.	290037	BIOHAZARD BAG LATEX FREE RED 14 MICRONS THICK 33 GALLON 31 IN X 43 IN 25/RL 250/CS	EA	\$ 0.18	0.51%	\$0.18
12023	DIGITCARE CORPORATION	291203	Gloves, Defender, LG, High Risk 12 in Cuff, Nitrile, Powder Free, Slate Blue 50/bx 108bx/cs	BX	\$ 7.66	0.51%	\$7.70
12023	DIGITCARE CORPORATION	291205	Gloves, Defender, 2XL High Risk 12 in Cuff, Nitrile, Powder Free, Slate Blue 50/bx 108bx/cs	BX	\$ 7.66	0.51%	\$7.70
10050	COVIDEN	150066K1	GAUZE OCCLUSIVE 3 IN X 9 IN 50EA/BX 48X/CS VASELINE	EA	\$ 0.68	0.51%	\$0.68
11902	WEST CHESTER HOLDINGS, INC	295561	SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN 200/CS	EA	\$ 0.11	0.51%	\$0.11
10106	IMS LIMITED	373316	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk	EA	\$ 5.99	4.20%	\$6.24
10013	AMBU	260281	Extraction Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings 30ea/cs	EA	\$ 3.95	0.51%	\$3.97
12023	DIGITCARE CORPORATION	291202	Gloves, Defender, MED, High Risk 12 in Cuff, Nitrile, Powder Free, Slate Blue 50/bx 108bx/cs	BX	\$ 7.66	0.51%	\$7.70
10099	B. BRAUN MEDICAL, INC	355001	STERILE WATER FOR IRRIGATION 500ML 16EA/CS BBRAUN	EA	\$ 1.84	4.20%	\$1.92
10120	SMITHS MEDICAL ASD, INC.	353060	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$ 1.85	0.51%	\$1.86
10120	SMITHS MEDICAL ASD, INC.	353063	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$ 1.85	0.51%	\$1.86
10053	LAERDAL MEDICAL CORP.	020500	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	EA	\$ 2.88	0.51%	\$2.89
15185	WEST-WARD PHARMACEUTICA	0376-25	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	EA	\$ 1.07	4.20%	\$1.11
12031	DUKAL CORP.	1211-03020	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs	EA	\$ 0.83	0.51%	\$0.83
10106	IMS LIMITED	373369	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	EA	\$ 38.42	4.20%	\$40.03
12324	WESTMED, INC.	301-200EA	Curaplex Select Nebulizer, Small-volume, Hand-held, T-piece, Mouthpiece, Flextube, 7 ft Tubing 50/cs	EA	\$ 0.71	0.51%	\$0.71
10106	IMS LIMITED	371006	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PAK	EA	\$ 11.04	4.20%	\$11.50
10050	COVIDEN	174620	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC 100EA/BX	EA	\$ 7.51	0.51%	\$7.55
14564	QMED CORPORATION	600629	HYDROGEN PEROXIDE 3% 16 OZ 12EA/BX	EA	\$ 1.53	0.51%	\$1.54
16136	MEDSOURCE INTERNATIONAL	51156	Curaplex NPA 24F 6.0mm, Latex Free PVC 100ea/cs	EA	\$ 1.57	0.51%	\$1.58
15185	WEST-WARD PHARMACEUTICA	6013-10	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box	EA	\$ 2.79	4.20%	\$2.91
11486	VALEANT PHARMACEUTICALS	464631	INSTA-GLUCOSE 31GM 2064	EA	\$ 3.84	4.20%	\$4.00
12324	WESTMED, INC.	301-203EA	Curaplex Select Nebulizer, Small-volume, Hand-held, Pediatric Aerosol Mask, 7 ft Tubing 50ea/cs	EA	\$ 1.04	0.51%	\$1.05
240071	ZULCO INTERNATIONAL	61411	Curaplex Paramedic Shears, Black 7.25 in 50pr/bx	PR	\$ 0.81	0.51%	\$0.81
10334	VENTLAB CORPORATION	87-2101EA	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Partial NRB, Reservoir Bag, 7 ft tubing 50ea/cs	EA	\$ 0.77	0.51%	\$0.77
14564	QMED CORPORATION	201001	ALCOHOL ISOPROPYL 70% 16 OZ 12/CS	EA	\$ 1.99	0.51%	\$2.00
15341	GERI-CARE	911316	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	BT	\$ 0.79	4.20%	\$0.82
16136	MEDSOURCE INTERNATIONAL	51156	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs	EA	\$ 0.29	0.51%	\$0.29
16028	PFIZER INC. (HOSPIRA)	377515	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX	EA	\$ 9.74	4.20%	\$10.15
16028	PFIZER INC. (HOSPIRA)	375204	QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX	EA	\$ 31.00	4.20%	\$32.30
16136	MEDSOURCE INTERNATIONAL	51154	Curaplex NPA 20F 5.0mm, Latex Free PVC 100ea/cs	EA	\$ 1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	51157	Curaplex NPA 26F 6.5mm, Latex Free PVC 100ea/cs	EA	\$ 1.57	0.51%	\$1.58
10053	LAERDAL MEDICAL CORP.	260975	HEAD IMMOBILIZER STA-BLOK 30/CS	EA	\$ 4.23	0.51%	\$4.25
12031	DUKAL CORP.	276-8509BG	Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs	BG	\$ 2.63	0.51%	\$2.64
16028	PFIZER INC. (HOSPIRA)	6695-01	Etomidate, 20mg, 10ml Vial 10ea/bx	EA	\$ 7.53	4.20%	\$7.85
14564	QMED CORPORATION	718491	CHEST SEAL ASHERMAN 849100 10EA/BX	EA	\$ 10.47	0.51%	\$10.52
10228	ABBOTT	E6251	Glucose Test Strips, Precision Xtra, Capillary 50/bx 12bx/cs	BX	\$ 23.14	0.51%	\$23.26
14564	QMED CORPORATION	290024	CAVICIDE DISINFECTANT WITH SPRAYER 24 OZ 12/CS 13-1024	EA	\$ 9.11	0.51%	\$9.16
16136	MEDSOURCE INTERNATIONAL	51150	Curaplex NPA 12F 3.0mm, Latex Free PVC 100ea/cs	EA	\$ 1.53	0.51%	\$1.54
10927	FRESENIUS	0064-02	*LIMITED QUANTITY* Magnesium Sulfate 50% 1gm, 2ml Vial 25ea/bx	EA	\$ 1.95	4.20%	\$2.03
10053	LAERDAL MEDICAL CORP.	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	EA	\$ 2.82	0.51%	\$2.83
10927	FRESENIUS	0616-03	AMIODARONE 150MG 3ML VIAL	EA	\$ 2.08	4.20%	\$2.17
10013	AMBU	264030	Head Immobilizer, Ambu Head Wedge, w/1 Strap 10ea/cs	EA	\$ 3.36	0.51%	\$3.38
10138	EXEL INTERNATIONAL, INC.	30-26708EA	Butterfly, EXEL, 25 ga x 3/4 in., 12 in. tube, winged, sterile 500ea/cs	EA	\$ 0.24	0.51%	\$0.24
16136	MEDSOURCE INTERNATIONAL	51152	Curaplex NPA 16F 4.0mm, Latex Free PVC 100ea/cs	EA	\$ 1.53	0.51%	\$1.54
16136	MEDSOURCE INTERNATIONAL	51153	Curaplex NPA 18F 4.5mm, Latex Free PVC 100ea/cs	EA	\$ 1.53	0.51%	\$1.54
10025	CONMED CORPORATION	354431	INTRAVENOUS (IV) DRESSING TRANSPARENT ADULT 100/BX 5BX/CS VENI-GARD	BX	\$ 38.52	0.51%	\$38.72
12031	DUKAL CORP.	372-7113EA	Cloth surgical tape, Hypo-Silk, 3 in. x 10 yards, hypoallergenic 4ea/bx 12 bx/cs (48ea/cs)	EA	\$ 2.19	0.51%	\$2.20
12027	SUN MED	025333	Laryngoscope Blade, Greenline, Miller 3, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$ 3.78	0.51%	\$3.80
16136	MEDSOURCE INTERNATIONAL	51155	Curaplex Suction Catheter, 18 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$ 0.14	0.51%	\$0.14
16136	MEDSOURCE INTERNATIONAL	51155	Curaplex NPA 22F 5.5mm, Latex Free PVC 100ea/cs	EA	\$ 1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	51161	Curaplex NPA 34F 8.5mm, Latex Free PVC 100ea/cs	EA	\$ 1.57	0.51%	\$1.58
11898	3M HEALTH CARE	7925607	Bandage, Cohesive, Coban, Tan, 2 in x 5 yd Fully Stretched, Latex, Non-sterile, 36rls/cs	RL	\$ 1.87	0.51%	\$1.88
16136	MEDSOURCE INTERNATIONAL	51158	Curaplex NPA 28F 7.0mm, Latex Free PVC 100ea/cs	EA	\$ 1.57	0.51%	\$1.58
10040	HARTWELL MEDICAL	440101	Convenience Bag, BioHoop, 50cc-2000cc, Emesis and Hazardous Waste Bag, Incl Hook 12/pk 40pk/cs	PK	\$ 19.95	0.51%	\$20.05
10013	AMBU	260280	Extraction Collar, Ambu Mini Perfit ACE, Pediatric, Adjustable 12 Settings 30ea/cs	EA	\$ 3.95	0.51%	\$3.97
16136	MEDSOURCE INTERNATIONAL	51151	Curaplex NPA 14F 3.5mm, Latex Free PVC 100ea/cs	EA	\$ 1.53	0.51%	\$1.54
15436	CARDINAL HEALTH-PHARMA	372121	TETRACAINE 0.5% 15ML BOTTLE 2121	EA	\$ 10.16	4.20%	\$10.59
10028	DYNAREX CORPORATION	1360-07546	Ammonia Inhalant, Ampules 10/bx	BX	\$ 2.58	0.51%	\$2.59
10061	MORRISON MEDICAL PRODUCT	450002	INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN 100/CS	EA	\$ 0.85	0.51%	\$0.85
240010	ASIA CONNECTION-TAIWAN	13054	Curaplex Berman Oral Airway, 90mm 5/pk	PK	\$ 0.66	0.51%	\$0.66
12132	MEDSOURCE INTERNATIONAL	64250	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	EA	\$ 1.75	0.51%	\$1.76
15436	CARDINAL HEALTH-PHARMA	0418-13	NITROSTAT 0.4MG TABS SL 25/BT 4BT/BX	BT	\$ 33.42	4.20%	\$34.82
16136	MEDSOURCE INTERNATIONAL	1124-03680	Curaplex Triangular Bandage, Polypropylene 240ea/cs	EA	\$ 0.25	0.51%	\$0.25
12132	MEDSOURCE INTERNATIONAL	30061MS	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	EA	\$ 2.11	0.51%	\$2.12
16136	MEDSOURCE INTERNATIONAL	36093	Curaplex Suction Catheter, 12 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$ 0.14	0.51%	\$0.14
16136	MEDSOURCE INTERNATIONAL	38003	Curaplex Endotracheal Tube with Stylette, 3.5mm, Uncuffed 10ea/bx 10bx/cs	EA	\$ 1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	38016	Curaplex Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	EA	\$ 1.67	0.51%	\$1.68
16136	MEDSOURCE INTERNATIONAL	38017	Curaplex Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs	EA	\$ 1.67	0.51%	\$1.68
11820	BRIGGS HEALTHCARE	444006	FOIL BABY BUNTING STERILE	EA	\$ 3.67	0.51%	\$3.69
10017	BAXTER HEALTHCARE-DMG	601306	*MFG B/O SEE NOTES* IV Solution, Sodium Chloride 0.9% 50ml Partial Fill Singlepak 96ea/cs	EA	\$ 1.93	4.20%	\$2.01
16136	MEDSOURCE INTERNATIONAL	12945	Curaplex Blanket, Silver Mylar Emergency, 52 in x 84 in 200ea/cs	EA	\$ 0.47	0.51%	\$0.47
240010	ASIA CONNECTION-TAIWAN	13055	Curaplex Berman Oral Airway, 100mm 5/pk	PK	\$ 0.66	0.51%	\$0.66
15843	Anatomy Supply Partners	1841-14000	Curaplex Tourniquet 1" x 18", Blue, Rolled, Latex-Free 250/ BG 2BG /CS	BG	\$ 22.23	0.51%	\$22.34
16028	PFIZER INC. (HOSPIRA)	376637	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A 10EA/BX	EA	\$ 11.42	4.20%	\$11.90
11841	MORTAN CORPORATION INC	710100	THERAPEUTIC LENS 12/BX MORGAN	EA	\$ 26.09	0.51%	\$26.22
16136	MEDSOURCE INTERNATIONAL	36020	Curaplex Sprague Rappaport Style Stethoscope, Black, 22 in 50ea/cs	EA	\$ 4.52	0.51%	\$4.54
16028	PFIZER INC. (HOSPIRA)	371631	CALCIUM CHLORIDE 1GM 10ML LIFESHIELD SYRINGE 10ea/bx	EA	\$ 11.04	4.20%	\$11.50
12031	DUKAL CORP.	372-7111EA	Cloth surgical tape, Hypo-Silk, 1 in. x 10 yards, hypoallergenic 12ea/bx 12bx/cs (144ea/cs)	EA	\$ 0.73	0.51%	\$0.73
240071	ZULCO INTERNATIONAL	61511	Curaplex Ring Cutter	EA	\$ 4.37	0.51%	\$4.39
240010	ASIA CONNECTION-TAIWAN	14761	Curaplex Nasogastric Tube, 16Fr 280ea/cs	EA	\$ 2.41	0.51%	\$2.42
16136	MEDSOURCE INTERNATIONAL	2112-38004	Curaplex Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs	EA	\$ 1.57	0.51%	\$1.58
240009	ASIA CONNECTION SHANGHAI	38006	Curaplex Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs	EA	\$ 1.57	0.51%	\$1.58
240009	ASIA CONNECTION SHANGHAI	38007	Curaplex Endotracheal Tube with Stylette, 5.5mm, Uncuffed 10ea/bx 10bx/cs	EA	\$ 1.57	0.51%	\$1.58
10056	MEDICAL DEVICES INTERNL / N	652223	VACUUM SPLINT LARGE FOREARM ONLY 10/CS EMS ECONO-VAC 82-E2222	EA	\$ 8.89	0.51%	\$8.94
13288	NEPHRON PHARMACEUTICALS	379501	ALBUTEROL 2.5MG, 0.83MG/ML, 3ML UNIT DOSE, INDIVIDUALLY WRAPPED 30/BX	BX	\$ 6.26	4.20%	\$6.52
13874	OWEN MUMFORD INC	675-AT0702	Lancets, Unistik 2 Normal Safety, 21 ga x 2.4 mm, Single Use 100/bx	BX	\$ 17.84	0.51%	\$17.93
13172	ALLCARE INC	114102	PILLOW DISPOSABLE POLY FILL 14 IN X 16 IN 15/CS	EA	\$ 1.15	0.51%	\$1.16
16028	PFIZER INC. (HOSPIRA)	379104	DOPAMINE 400MG 10ML VIAL 2041 25EA/BX	EA	\$ 2.21	4.20%	\$2.30
10098	NEOTECH PRODUCTS, INC.	590101	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	EA	\$ 4.52	0.51%	\$4.54
12003	COOK MEDICAL INCORPORATE	62101	PNEUMOTHORAX SET EMERGENCY COOK 15 GAUGE NEEDLE	EA	\$ 125.00	0.51%	\$125.64

11820	BRIGGS HEALTHCARE	508-10-426-020	Dual head stethoscope, black, 22 in., chrome plated brass binaural, overall length is 30 in.	EA	\$	4.62	0.51%	\$4.64
12192	OWENS & MINOR	084846	Prep Razors, Medichoice, Disposable, 10/pk 72pk/cs	PK	\$	1.32	0.51%	\$1.33
10079	TELEFLEX MEDICAL	2142-48503	*LIMITED QUANTITY* LITE BLADE, MILLER 3 20EA/BX	EA	\$	5.04	0.51%	\$5.07
16028	PFIZER INC. (HOSPIRA)	0205310	*MFG B/O* USE 9508-10 C3 KETAMINE 50MG/ML 10ML VIAL 10/BX	BX	\$	45.00	4.20%	\$46.89
240010	ASIA CONNECTION-TAIWAN	13053	Curaplex Berman Oral Airway, 80mm 5/pk	PK	\$	0.66	0.51%	\$0.66
240010	ASIA CONNECTION-TAIWAN	13056	Curaplex Berman Oral Airway, 110mm 5/pk	PK	\$	0.66	0.51%	\$0.66
16028	PFIZER INC. (HOSPIRA)	1893-01	*MFG B/O* SEE NOTES C2 Morphine Sulfate, 10mg/ml, 1ml PF CPJ 10/bx	BX	\$	27.32	4.20%	\$28.47
10013	AMBU	2442-21402	BVM, SPUR II, PEDI BAG RESERVOIR/NEONATE/INFANT/TODDLER FACE MASKS MED PORT BOXED 12/CS	EA	\$	13.15	0.51%	\$13.22
10040	HARTWELL MEDICAL	3245-20016	Backboard/Spilt Litter, CombiCarrier II, incl 4 two-piece Speed Clip Straps	EA	\$	765.78	0.51%	\$769.69
11878	NICE-PAK	440128	LUBRICATING JELLY PDI STERILE, 2.7GM 144/BX 12BX/CS	BX	\$	9.74	0.51%	\$9.79
10056	MEDICAL DEVICES INTERNL / N	567701	VACUUM SET DELUXE EXTREMITY EMS ECONO-VAC 82-E7700	ST	\$	147.37	0.51%	\$148.12
10050	COVIDIEN	606818	*LIMITED QTY* ALCOHOL PREP PADS STERILE MEDIUM 200/BX 20BX/CS	BX	\$	1.67	0.51%	\$1.68
10383	NEW ENGLAND MEDICAL SPECI	18893	Syringe and Needle, VanishPoint Retractable, 10cc, 21 ga x 1 1/2 inch 100/bx 11061	BX	\$	132.79	0.51%	\$133.47
240071	ZULCO INTERNATIONAL	400007	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	EA	\$	3.57	0.51%	\$3.59
240071	ZULCO INTERNATIONAL	400008	FORCEPS MAGILL INTUBATING ADULT 9.75 IN 12EA/BX	EA	\$	3.74	0.51%	\$3.76
10334	VENTLAB CORPORATION	87-2200	Oxygen mask, pediatric, medium concentration, elastic style, with 7 ft safety tube 50/cs	CS	\$	28.62	0.51%	\$28.77
230212	SURGICAL DESIGN, INC	0010	forceps, Kelly 5 1/2 inch straight	EA	\$	0.86	0.51%	\$0.86
230212	SURGICAL DESIGN, INC	0032	scissors, Lister bandage, 5 1/2 inch	EA	\$	0.96	0.51%	\$0.96
16028	PFIZER INC. (HOSPIRA)	0074553401	SODIUM BICARBONATE 4.2% 10ML INFANT LIFESHIELD 1043A 10EA/BX	EA	\$	12.62	4.20%	\$13.15
13230	CAPITAL WHOLESALE DRUG	0164-25	Vasostrict 20 unit, 1ml vial *REFRIGERATE * 25ea/pk	EA	\$	184.21	4.20%	\$191.95
10014	AMERICAN DIAGNOSTIC CORP.	020010	BITE STICK PLASTIC SINGLES 10EA/BG 10BG/CS	EA	\$	0.39	0.51%	\$0.39
10079	TELEFLEX MEDICAL	020404	STYLETTE SLICK DISPOSABLE ADULT LARGE 7.0 TO 10.0 25/BX	EA	\$	3.32	0.51%	\$3.34
10079	TELEFLEX MEDICAL	020406	STYLETTE DISPOSABLE NEONATE 6 FRENCH 2.0 TO 3.5 25/BX SLICK	EA	\$	2.93	0.51%	\$2.94
10050	COVIDIEN	0218541	COMBITUBE AIRWAY EMERGENCY INTUBATION IN TRAY ADULT 5 FT 6 IN OR TALLER 4/CS	EA	\$	56.73	0.51%	\$57.02
10207	SUN MED	025302	Laryngoscope Blade, Greenline, Mac 2, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$	3.78	0.51%	\$3.80
10207	SUN MED	025303	Laryngoscope Blade, Greenline, Mac 3, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$	3.78	0.51%	\$3.80
10207	SUN MED	025304	Laryngoscope Blade, Greenline, Mac 4, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$	3.78	0.51%	\$3.80
10207	SUN MED	025330	Laryngoscope Blade, Greenline, Miller 0, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$	3.78	0.51%	\$3.80
10207	SUN MED	025331	Laryngoscope Blade, Greenline, Miller 1, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$	3.78	0.51%	\$3.80
10207	SUN MED	025332	Laryngoscope Blade, Greenline, Miller 2, Fiber Optic, Disposable, Stainless Steel 20/BX	EA	\$	3.78	0.51%	\$3.80
11347	HOSPIRA WORLDWIDE, INC	043-01650-48	Primary set, LifeShield PlumSet, 104 in., 15 drop, convertible pin, slide clamp 48/cs	CS	\$	714.74	0.51%	\$718.39
11928	AMSON INTERNATIONAL INC	044-AS00502SEA	Bulb syringe, ear/ulcer, 2 oz, vinyl, sterile 50ea/cs	EA	\$	0.58	0.51%	\$0.58
13216	AKORN, INC.	0504-10	Methylene Blue 1% 100mg, 10ml Vial 10/pk	PK	\$	1,777.89	4.20%	\$1,852.56
12192	OWENS & MINOR	082012	BANDAGE NON ADHERING 3 IN X 3 IN JOHNSON AND JOHNSON ADAPTIC 50/BX	BX	\$	37.63	0.51%	\$37.82
10050	COVIDIEN	083033	*LIMITED QTY*- USE 12544 * GAUZE SPONGES STERILE 12 PLY 4 IN X 4 IN 50/BX 24BX/CS	BX	\$	2.82	0.51%	\$2.83
12031	DUKAL CORP.	085590	ABDOMINAL PADS STERILE 5 IN X 9 IN 25/TR 16TR/CS COMBINE	TR	\$	2.31	0.51%	\$2.32
15436	CARDINAL HEALTH-PHARMA	1069-00167	Betadine Solution 1 gallon	EA	\$	46.26	0.51%	\$46.50
15843	Anatomy Supply Partners	1071-10212	Curaplex Emesis Bag, 1000cc, White, Cardboard Rim w/o Hand Protection 25/pk 10pk/cs	PK	\$	31.79	0.51%	\$31.95
10372	EMERGENCY MEDICAL PRODUCT	1122-20182	Bandage, Adhesive, Careband, Sheer, 3/4 inch, 100/bx 12bx/cs	BX	\$	1.46	0.51%	\$1.47
10138	EXEL INTERNATIONAL, INC.	11278	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs	EA	\$	0.09	0.51%	\$0.09
240010	ASIA CONNECTION-TAIWAN	12970MS	Curaplex Berman Oral Airway, 50mm 5/pk	PK	\$	0.66	0.51%	\$0.66
240010	ASIA CONNECTION-TAIWAN	12971MS	Curaplex Berman Oral Airway, 70mm 5/pk	PK	\$	0.66	0.51%	\$0.66
240010	ASIA CONNECTION-TAIWAN	13050	Curaplex Berman Oral Airway, 40mm 5/pk	PK	\$	0.66	0.51%	\$0.66
240010	ASIA CONNECTION-TAIWAN	13052	Curaplex Berman Oral Airway, 60mm 5/pk	PK	\$	0.66	0.51%	\$0.66
12031	DUKAL CORP.	1330-85300	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	BX	\$	1.67	0.51%	\$1.68
10120	SMITHS MEDICAL ASD, INC.	13402	Endotracheal Tube w/Stylette, Aircare, 3.0mm, Cuffed, Clear Murphy 10ea/bx	EA	\$	1.53	0.51%	\$1.54
10120	SMITHS MEDICAL ASD, INC.	13404	Endotracheal Tube w/Stylette, Aircare, 4.0mm, Cuffed, Clear Murphy 10ea/bx	EA	\$	1.53	0.51%	\$1.54
10120	SMITHS MEDICAL ASD, INC.	13406	Endotracheal Tube w/Stylette, Aircare, 5.0mm, Cuffed, Clear Murphy 10ea/bx	EA	\$	1.53	0.51%	\$1.54
10120	SMITHS MEDICAL ASD, INC.	13408	Endotracheal Tube w/Stylette, Aircare, 6.0mm, Cuffed, Clear Murphy 10ea/bx	EA	\$	1.53	0.51%	\$1.54
10120	SMITHS MEDICAL ASD, INC.	13410	Endotracheal Tube w/Stylette, Aircare, 7.0mm, Cuffed, Clear Murphy 10ea/bx	EA	\$	1.53	0.51%	\$1.54
10120	SMITHS MEDICAL ASD, INC.	13412	Endotracheal Tube w/Stylette, Aircare, 8.0mm, Cuffed, Clear Murphy 10ea/bx	EA	\$	1.53	0.51%	\$1.54
240010	ASIA CONNECTION-TAIWAN	14756MS	Curaplex Nasogastric Tube, 8fr 280ea/cs	EA	\$	2.41	0.51%	\$2.42
240010	ASIA CONNECTION-TAIWAN	14757MS	Curaplex Nasogastric Tube, 10fr 280ea/cs	EA	\$	2.41	0.51%	\$2.42
240010	ASIA CONNECTION-TAIWAN	14758MS	Curaplex Nasogastric Tube, 12fr 280ea/cs	EA	\$	2.41	0.51%	\$2.42
240010	ASIA CONNECTION-TAIWAN	14759	Curaplex Nasogastric Tube, 14fr 280ea/cs	EA	\$	2.41	0.51%	\$2.42
240010	ASIA CONNECTION-TAIWAN	14762MS	Curaplex Nasogastric Tube, 18fr 280ea/cs	EA	\$	2.41	0.51%	\$2.42
10050	COVIDIEN	150022	Bandage, Conforming, Sterile, CONFORM, 2 in x 75 in (relaxed) / 4.1 yd (stretched) 12/bx 8bx/cs	BX	\$	5.57	0.51%	\$5.60
10383	NEW ENGLAND MEDICAL SPECI	1632-16125	Syringe and Needle, VanishPoint Retractable, 1cc, 25 ga x 1 inch 100/bx 10161	BX	\$	78.16	0.51%	\$78.56
10099	B. BRAUN MEDICAL, INC	1633-30430	Syringe Only, 30cc, Luer Lock, 100ea/bx, 6bx/cs	EA	\$	0.36	0.51%	\$0.36
12132	MEDSOURCE INTERNATIONAL	16570	Curaplex Blanket, Yellow Highway, 56 in x 90 in 24ea/cs	EA	\$	2.01	0.51%	\$2.02
10014	AMERICAN DIAGNOSTIC CORP.	170761	BP Unit, Proshyph 760 Series, Size 12 LG Adult, Black, Adcuff Nylon, Pocket Aneroid, Case, LF	EA	\$	19.63	0.51%	\$19.73
10014	AMERICAN DIAGNOSTIC CORP.	1707751	BLOOD PRESSURE CUFF NAVY SIZE 9 CHILD PROSHYHYG 775	EA	\$	11.84	0.51%	\$11.90
10099	B. BRAUN MEDICAL, INC	1711-06047	*Custom for Delray Beach/Corvallis* IV Ext Set, 7 in, Safeline TPort and Ultrasite Port 50/cs	CS	\$	173.68	0.51%	\$174.57
10028	DYNAREX CORPORATION	18401	SAFETY SCALPELS #11 STERILE 10/BX	BX	\$	7.99	0.51%	\$8.03
10126	BECTON DICKINSON	1860-34430	Sharps Container, BDMulti-Use Nestable, 8 quart, Red w/Regular Funnel Clear Top 24ea/cs	EA	\$	5.99	0.51%	\$6.02
240019	COACHELLA VALLEY TRADING C	20280	*LIMITED QUANTITY* GLASSES, SAFETY CLEAR LENS 12EA/BX	EA	\$	1.32	0.51%	\$1.33
11887	SAFETEC	2034400	HAND WIPES ANTIMICROBIAL INDIVIDUALLY WRAPPED FRESH SCENT 100/BX 108BX/CS PAWS 34400 (2034400)	BX	\$	4.47	0.51%	\$4.49
16028	PFIZER INC. (HOSPIRA)	2066-05	Lidocaine 2% 100mg, 5ml Vial, Preservative Free 10/bx	BX	\$	24.47	4.20%	\$25.50
14564	QMED CORPORATION	209936	HAND CLEANSER FOAMING ALCOHOL BASED 9 OZ 24/CS ALCARE PLUS	EA	\$	9.84	0.51%	\$9.89
10079	TELEFLEX MEDICAL	2142-48003	*LIMITED QUANTITY* MFG DC USE 2142-84303 LITE BLADE, MAC 3 20EA/BX	EA	\$	5.04	0.51%	\$5.07
10079	TELEFLEX MEDICAL	2142-48004	*LIMITED QUANTITY* LITE BLADE, MAC 4 20EA/BX	EA	\$	5.04	0.51%	\$5.07
10079	TELEFLEX MEDICAL	2142-48502	*LIMITED QUANTITY* LITE BLADE, MILLER 2 20EA/BX	EA	\$	5.04	0.51%	\$5.07
10028	DYNAREX CORPORATION	2211-04690	Yankauer Suction Handle, Vented, Bulb Tip, Sterile 50ea/cs	EA	\$	0.41	0.51%	\$0.41
10334	VENTLAB CORPORATION	2356-21026	Oxygen Mask, Adult, Elongated, High Conc, Total Non-Rebreathing, Fits All Connector, Reservoir 50/cs	CS	\$	36.58	0.51%	\$36.77
10025	CONMED CORPORATION	2741-87004	POSITRACE RTL FOAM, ADULT ECG ELECTRODE, CONDUCTIVE ADHESIVE GEL, 4/PK 10PK/BX, 15BX/CS	BX	\$	6.88	0.51%	\$6.92
12031	DUKAL CORP.	276-11724	Underpad / chux, 17 in. x 24 in., rayon fill, non-sterile, 100/bg, 3bg/cs	CS	\$	26.15	0.51%	\$26.28
12031	DUKAL CORP.	276-452	Rolled gauze, 2 in., sterile, 2 ply, straight gauze on a roll, no stretch, non fluffy 12/bx 8bx/cs	CS	\$	36.94	0.51%	\$37.13
12031	DUKAL CORP.	276-503EA	Elastic bandage, comparable to Ace, 3 in., all rolls individually wrapped with 2 metal clips 50ea/cs	EA	\$	0.43	0.51%	\$0.43
12031	DUKAL CORP.	276-506EA	Elastic bandage, comparable to Ace, 6 in., all rolls individually wrapped with 2 metal clips 50ea/cs	EA	\$	0.79	0.51%	\$0.79
10028	DYNAREX CORPORATION	279-15018X	Nail polish remover pad, Acetone Free 100BX, 10BX/CS	BX	\$	4.07	0.51%	\$4.09
10028	DYNAREX CORPORATION	290500	MASK SURGICAL CONE SHAPE DUST MASK 50/BX 20BX/CS	BX	\$	4.93	0.51%	\$4.96
12023	DIGITCARE CORPORATION	291201	Gloves, Defender, SM, High Risk 12 in Cuff, Nitrile, Powder Free, Slate Blue 50/bx 10Bbx/cs	BX	\$	7.66	0.51%	\$7.70
10126	BECTON DICKINSON	295487	SHARPS CONTAINER CLEAR HI-TOP LID 1.5 QUART 36/CS BECTON DICKINSON	EA	\$	3.42	0.51%	\$3.44
10050	COVIDIEN	298507SA	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	EA	\$	4.74	0.51%	\$4.76
10050	COVIDIEN	298900	SHARPS CONTAINER STACKABLE RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN W100/CS SAGE	EA	\$	1.84	0.51%	\$1.85
15722	HALYARD HEALTH	299170	Particulate Respirator, N95 Mask, TecnoL, Regular Size 35/bx 6bx/cs	BX	\$	24.89	0.51%	\$25.02
15722	HALYARD HEALTH	299174	Particulate Respirator, N95 Mask, TecnoL, SM Size 35/bx 6bx/cs	BX	\$	24.89	0.51%	\$25.02
16136	MEDSOURCE INTERNATIONAL	30057	Curaplex Cot Sheet, Fitted, 72 in x 30 in, Poly, 65 gms 50/cs	CS	\$	28.89	0.51%	\$29.04
240032	HSINER CO	30087	Curaplex Patient Circuit w/Popoff, for use with many Portable Ventilators 50ea/cs	EA	\$	2.39	0.51%	\$2.40
16136	MEDSOURCE INTERNATIONAL	301-100EA	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Flared Prongs, 7 ft tubing, 50ea/cs	EA	\$	0.32	0.51%	\$0.32
10138	EXEL INTERNATIONAL, INC.	30-26704EA	Butterfly, EXEL, 21 ga x 3/4 in., 12 in. tube, winged, sterile 500ea/cs	EA	\$	0.24	0.51%	\$0.24
10138	EXEL INTERNATIONAL, INC.	30-26706EA	Butterfly, EXEL, 23 ga x 3/4 in., 12 in. tube, winged, sterile 500ea/cs	EA	\$	0.24	0.51%	\$0.24
10032	FERNO WASHINGTON	3120-63314	Extraction Device, KED Pro, features Metal Buckles on Leg Straps and Lateral Straps	EA	\$	342.11	0.51%	\$343.85
10082	SAFETY INTERNATIONAL	3172-73315	Curaplex Restraint Strap, Orange, 2 piece 5 ft, Plastic Side Release Buckle, Loop End, Disposable	EA	\$	2.05	0.51%	\$2.06
15912	Kobayashi Consumer Products,	3271-67884	BLANKET CASUALTY LIGHTWEIGHT WATERPROOF 84 IN X 60 IN OLIVE DRAB/SILVER	EA	\$	10.51	0.51%	\$10.56
12132	MEDSOURCE INTERNATIONAL	3272-52040	Curaplex Blanket, 80% Wool - 20% Other Fibers, 66 inch x 90 inch 25ea/cs	EA	\$	10.66	0.51%	\$10.71
10099	B. BRAUN MEDICAL, INC	351160	INTRAVENOUS (IV) ADMIN SET UNIVERSAL NF LUER LOCK 15 DROP 84 IN 50/CS	EA	\$	1.71	0.51%	\$1.72
10099	B. BRAUN MEDICAL, INC	351165	INTRAVENOUS (IV) ADMINISTRATION SET UNIVERSAL NF INJECTION SITE LUER LOCK 60 DROP 86 IN 50/CS	EA	\$	1.66	0.51%	\$1.67
10135	BIOMEDIX, INC.	352232	IV ADMIN SET W/1 PREPIERCED Y SITE, 1 LUER ACTIVATED Y SITE W/LUER SPIN LOCK TIP, 82 IN 48/CS	EA	\$	6.43	0.51%	\$6.46
10120	SMITHS MEDICAL ASD, INC.	353062	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$	1.85	0.51%	\$1.86
10120	SMITHS MEDICAL ASD, INC.	353067	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$	1.87	0.51%	\$1.88
10120	SMITHS MEDICAL ASD, INC.	353068	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 48X/CS PROTECTIV PLUS	EA	\$	1.85	0.51%	\$1.86
10120	SMITHS MEDICAL ASD, INC.	353358	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 2 IN 200/CS ACUVANCE PROTECTIV	EA	\$	2.06	0.51%	\$2.07

10099	B. BRAUN MEDICAL, INC	353476	IV BLOOD ADMIN SET HIGH FLOW UNIVERSAL W/PUMP, 1 ULTRASITE, 1 SAFELINE INJ SITE 50/CS	EA	\$	6.84	0.51%	\$6.87
10099	B. BRAUN MEDICAL, INC	354150	FILTER STRAW FLEXIBLE WITH 5 MICRON FILTER 1.75 IN 100/CS	EA	\$	0.46	0.51%	\$0.46
16136	MEDSOURCE INTERNATIONAL	36090	Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$	0.14	0.51%	\$0.14
16136	MEDSOURCE INTERNATIONAL	36091	Curaplex Suction Catheter, 8 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$	0.14	0.51%	\$0.14
16136	MEDSOURCE INTERNATIONAL	36092	Curaplex Suction Catheter, 10 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$	0.14	0.51%	\$0.14
16136	MEDSOURCE INTERNATIONAL	36094	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$	0.14	0.51%	\$0.14
16136	MEDSOURCE INTERNATIONAL	36095	Curaplex Suction Catheter, 16 Fr, Whistle Tip and Thumb Control Port 50ea/cs	EA	\$	0.14	0.51%	\$0.14
230131	LUSHGREEN ENTERPRISES	36110	Curaplex Head Piece Replacement for the Padi Board Immobilizer	EA	\$	7.63	0.51%	\$7.67
230131	LUSHGREEN ENTERPRISES	36111-RED	Curaplex Padi Board with Red Case, Immobilization for Children 25-54 in (10-85lbs)	EA	\$	95.53	0.51%	\$96.02
16136	MEDSOURCE INTERNATIONAL	36276	Curaplex Mask, Air Cushioned, Toddler, Size 2, Yellow 50ea/cs	EA	\$	1.18	0.51%	\$1.19
16136	MEDSOURCE INTERNATIONAL	36279	Curaplex Mask, Air Cushioned, Adult, Size 5, Blue 30ea/cs	EA	\$	1.18	0.51%	\$1.19
16028	PFIZER INC. (HOSPIRA)	371775	DEXTROSE 25% 10ML ANSYR SYRINGE 1041 10EA/BX	EA	\$	10.41	4.20%	\$10.85
16136	MEDSOURCE INTERNATIONAL	38001	Curaplex Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs	EA	\$	1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	38002	Curaplex Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs	EA	\$	1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	38005	Curaplex Endotracheal Tube with Stylette, 4.5mm, Uncuffed 10ea/bx 10bx/cs	EA	\$	1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	38013	Curaplex Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs	EA	\$	1.67	0.51%	\$1.68
16136	MEDSOURCE INTERNATIONAL	38014	Curaplex Endotracheal Tube with Stylette, 6.5mm, Cuffed 10ea/bx 10bx/cs	EA	\$	1.67	0.51%	\$1.68
16136	MEDSOURCE INTERNATIONAL	38015	Curaplex Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs	EA	\$	1.67	0.51%	\$1.68
16136	MEDSOURCE INTERNATIONAL	38020	Curaplex Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs	EA	\$	1.67	0.51%	\$1.68
10079	TELEFLEX MEDICAL	411883	MICRO MIST NEBULIZER W/TEE, MOUTHPIECE, 7 FT TUBING, RESERVOIR TUBE AND ST CONNECTOR 50EA/CS	EA	\$	0.77	0.51%	\$0.77
14564	QMED CORPORATION	442114	HEAD WARMER KNITTED INFANT PINK AND BLUE 50EA/BX	EA	\$	0.78	0.51%	\$0.78
10013	AMBU	477-KLTD215EA	*LIMITED QTYSupraglottic airway kit, LT-D, purple, size 5, adult over 6 ft, tube, 60cc syringe, lube	EA	\$	26.32	0.51%	\$26.45
10013	COVIDIEN	47-8881250081BX	Hypodermic needle, Monoject, thin wall, 19 ga x 1 in., polypropylene hub, lime, sterile, 100/bx	BX	\$	9.04	0.51%	\$9.09
10032	FERRO WASHINGTON	504302O	Restraint Straps, Ferro Model 430, Orange, 5 ft 2 pc, 2 in Nylon Webbing	EA	\$	21.58	0.51%	\$21.69
16136	MEDSOURCE INTERNATIONAL	51159	Curaplex NPA 30F 7.5mm, Latex Free PVC 100ea/cs	EA	\$	1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	51160	Curaplex NPA 32F 8.0mm, Latex Free PVC 100ea/cs	EA	\$	1.57	0.51%	\$1.58
16136	MEDSOURCE INTERNATIONAL	51162	Curaplex NPA 36F 9.0mm, Latex Free PVC 100ea/cs	EA	\$	1.57	0.51%	\$1.58
12132	MEDSOURCE INTERNATIONAL	533-MS-SH001B	EMS shears, black, 7 1/4 in, safety bandage tip, fully autoclavable, surgical stainless steel blades	EA	\$	0.87	0.51%	\$0.87
11834	BANDLINE INDUSTRIES, INC.	536-NON21459EA	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 50ea/cs	EA	\$	0.82	0.51%	\$0.82
10056	MEDICAL DEVICES INTERNL / N	5370155	CPR Barrier, CPR Microshield, with Tamper Evident Pouch 50ea/cs	EA	\$	5.25	0.51%	\$5.28
10079	TELEFLEX MEDICAL	537100	BAG VALVE MASK (BVM) LATEX FREE DISPOSABLE WITH MASK AND OXYGEN RESERVOIR BAG ADULT 6/BX RUSCH	EA	\$	13.66	0.51%	\$13.73
10079	TELEFLEX MEDICAL	537300	BAG VALVE MASK (BVM) LATEX FREE DISPOSABLE WITH MASK, OXYGEN RESERVOIR BAG AND POPOFF PEDIATRIC 6/BX	EA	\$	13.11	0.51%	\$13.18
10079	TELEFLEX MEDICAL	537400	BAG VALVE MASK (BVM) LATEX FREE DISPOSABLE WITH MASK AND OXYGEN RESERVOIR AND POPOFF INFANT 6/BX RUS	EA	\$	13.11	0.51%	\$13.18
10167	O-TWO MEDICAL TECHNOLOGI	538015	TRANSPORT CIRCUIT DELUXE DISPOSABLE WITH PEEP PORTUSE ON CV3000 10/CS	EA	\$	14.21	0.51%	\$14.28
10062	MOTION MEDICAL	540-1512EA	IV start kit, Incl alcohol wipe, 2x2 sponges, PVP wipe, LF tourniquet, tape 100ea/cs	EA	\$	0.73	0.51%	\$0.73
10014	AMERICAN DIAGNOSTIC CORP.	540204	BLOOD PRESSURE GAUGE FOR STANDARD SPHYGMOMANOMETER 50/CS	EA	\$	8.26	0.51%	\$8.30
10014	AMERICAN DIAGNOSTIC CORP.	540307	STETHOSCOPE DUAL HEAD PINK PROSCOPE 670	EA	\$	4.09	0.51%	\$4.11
10060	MINTO RESEARCH	560300	SPLINT, TRACTION, INFANT/CHILD UP TO 6 YEARS BILATERAL SAGER S-300	EA	\$	305.26	0.51%	\$306.82
10061	MORRISON MEDICAL PRODUCT	56-0965	OB kit, sterile, in plastic bag, 1 pr LF gloves, 1 scalpel, 1 underpad, 4 gauze sponges, 2 clamps	EA	\$	8.89	0.51%	\$8.94
10061	MORRISON MEDICAL PRODUCT	56-1010EA	IV armboard, 2in x 9in, corrugated core, foam padding covered in white vinyl, disposable 50/cs	EA	\$	1.09	0.51%	\$1.10
10061	MORRISON MEDICAL PRODUCT	56-1016EA	I.V. armboard, 3 in. x 15 in., corrugated core, foam padding covered in white vinyl, disp 50ea/cs	EA	\$	1.36	0.51%	\$1.37
10056	MEDICAL DEVICES INTERNL / N	562011	VACUUM SPLINT WRIST/ANKLE ONLY 10/CS EMS ECONO-VAC 82-E2010	EA	\$	18.42	0.51%	\$18.51
10056	MEDICAL DEVICES INTERNL / N	562015	VACUUM SPLINT ARM ONLY EMS ECONO-VAC 10/CS 82-E2014	EA	\$	19.95	0.51%	\$20.05
10053	LAERDAL MEDICAL CORP.	590200	SUCTION REPLACEMENT CARTRIDGE 80/CS x VAC	EA	\$	22.37	0.51%	\$22.48
10136	BEMIS MANUFACTURING COM	592041	SUCTION CANISTER DISPOSABLE RED TOP 800cc 100/CS	EA	\$	2.89	0.51%	\$2.90
10017	BAXTER HEALTHCARE-DMG	600062	IV Solution, Dextrose 5% in Water 250ml Bag 36ea/cs Baxter 280062Q	EA	\$	4.29	4.20%	\$4.47
15185	WEST-WARD PHARMACEUTICA	6006-10	Atropine 8mg 20ml Vial 10ea/bx	EA	\$	44.47	4.20%	\$46.34
15185	WEST-WARD PHARMACEUTICA	6059-10	C4 Midazolam, 5mg, 5ml Vial 10/bx	BX	\$	18.37	4.20%	\$19.14
240071	ZULCO INTERNATIONAL	61512	Curaplex Ring Cutter Replacement Blade 100ea/bx	EA	\$	1.74	0.51%	\$1.75
10383	NEW ENGLAND MEDICAL SPECI	620361	Syringe and Needle, VanishPoint Retractable, 3cc, 21 ga x 1 1/2 inch 100/bx 10361	BX	\$	60.98	0.51%	\$61.29
10383	NEW ENGLAND MEDICAL SPECI	620371	Syringe and Needle, VanishPoint Retractable, 3cc, 20 ga x 1 inch 100/bx 10371	BX	\$	61.84	0.51%	\$62.16
10003	COOK MEDICAL INCORPORATE	62161	INTRASOSEOUS (IO) NEEDLE DISPOSABLE STANDARD TIP TROCAR 16 GAUGE X 3CM C-DIN-16-3.0-T45 1EA/5EA/BX	EA	\$	50.79	0.51%	\$51.05
10060	MINTO RESEARCH	660022	SPLINT, TRACTION ADULT OR CHILD 6 YEARS AND UP SAGER TOTAL CONCEPT SUPER BILATERAL S-304	EA	\$	363.16	0.51%	\$365.01
10061	MORRISON MEDICAL PRODUCT	66060R	Backboard Restraint, 5 ft, 2 pc, Orange, Impervious, Plastic Side Release, Loop Ends	EA	\$	6.08	0.51%	\$6.11
10070	J.T. POSEY COMPANY	705-2510	Limb holder, economy, 13 in. L x 3 in. W, 53 in. strap length, 4-12 in. circumference	PR	\$	4.16	0.51%	\$4.18
10099	B. BRAUN MEDICAL, INC	7520-20	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	EA	\$	2.37	4.20%	\$2.47
12245	SALTER LABS, INC.	77-1114-10	Oxygen mask, infant, elastic style medium concentration mask with 7 ft safety tube 10/cs	CS	\$	16.05	0.51%	\$16.13
10207	SUN MED	792-5-0236-09	Curaplex Select Laryngoscope Handle, GreenLine, Medium, Fiber Optic, Chrome Plated Brass	EA	\$	46.29	0.51%	\$46.53
10207	SUN MED	792-5-0236-10	Curaplex Select Laryngoscope Handle, GreenLine, Penlite, Fiber Optic, Chrome Plated Brass	EA	\$	46.29	0.51%	\$46.53
10334	VENTLAB CORPORATION	87-2110EA	AEROSOL MASK, ADULT, WITH ELASTIC STRAP, DISPOSABLE 50EA/CS	EA	\$	0.42	0.51%	\$0.42
10014	AMERICAN DIAGNOSTIC CORP.	875LF	STANDARD BULB AND VALVE LATEX FREE	EA	\$	3.04	0.51%	\$3.06
11307	HONEYWELL SAFETY PRODUCT	900233	AMMONIA INHALANTS 100/BX 12BX/CS	BX	\$	17.11	0.51%	\$17.20
12245	SALTER LABS, INC.	967-ZCC4001L	Blood Pressure cuff BP, ComfortCheck, thigh, 1 tube, male slip luer connector, single pt use 10/bx	BX	\$	57.21	0.51%	\$57.50
12245	SALTER LABS, INC.	967-ZCC4101L	Blood pressure cuff BP, ComfortCheck, large adult, 1 tube, male slip luer, single pt use 10/bx	BX	\$	45.00	0.51%	\$45.23
12245	SALTER LABS, INC.	967-ZCC4201L	Blood pressure cuff BP, ComfortCheck, adult, 1 tube, male slip luer connector, single pt use 10/bx	BX	\$	40.16	0.51%	\$40.36
12245	SALTER LABS, INC.	967-ZCC4301L	Blood pressure cuff BP, ComfortCheck, small adult, 1 tube, male slip luer, single pt use 10/bx	BX	\$	38.89	0.51%	\$39.09
12245	SALTER LABS, INC.	967-ZCC4401L	Blood pressure cuff BP, ComfortCheck, child, 1 tube, male slip luer connector, single pt use 10/bx	BX	\$	37.37	0.51%	\$37.56
12245	SALTER LABS, INC.	967-ZSC4001MQFEA	BP Cuff, StatCheck, vinyl, thigh, 1 tube, female twist lock connector, Marquette 10ea/bx	EA	\$	5.78	0.51%	\$5.81
12245	SALTER LABS, INC.	967-ZSC4101MQF	Blood pressure cuff BP, StatCheck, vinyl, large adult, 1 tube, female twist lock, Marquette 10/bx	BX	\$	45.00	0.51%	\$45.23
12245	SALTER LABS, INC.	967-ZSC4201MQF	Blood pressure cuff BP, StatCheck, vinyl, adult, 1 tube, female twist connector, Marquette 10/bx	BX	\$	40.16	0.51%	\$40.36
12245	SALTER LABS, INC.	967-ZSC4301MQF	Blood pressure cuff BP, StatCheck, vinyl, small adult, 1 tube, female twist lock, Marquette 10/bx	BX	\$	38.89	0.51%	\$39.09
12245	SALTER LABS, INC.	967-ZSC4401MQF	Blood pressure cuff BP, StatCheck, vinyl, child, 1 tube, female twist lock connector, Marquette 10/b	BX	\$	37.53	0.51%	\$37.72
10079	TELEFLEX MEDICAL	A03792	BAG VALVE MASK (BVM) SWIVEL WITH FLOW DIVERSIFIER WITH MASK ADULT HUDSON 6EA/CS	EA	\$	12.74	0.51%	\$12.80
10050	COVIDIEN	B490201	SUCTION TUBING 1/4 IN X 6 FT 50EA/CS	EA	\$	0.99	0.51%	\$1.00
10028	DYNAREX CORPORATION	F165633	TAPE ADHESIVE CLOTH SURGICAL 3 IN X 10 YD, 4/BX 12BX/CS	BX	\$	8.47	0.51%	\$8.51
10099	B. BRAUN MEDICAL, INC	G0914	Irrigation Solution, Sodium Chloride, 1000ml 16ea/cs B Braun RS200-01	EA	\$	1.99	4.20%	\$2.07
10126	BECTON DICKINSON	T301604	SYRINGE ONLY LUER SLIP 10CC 400/CS BECTON DICKINSON	CS	\$	76.83	0.51%	\$77.22
10126	BECTON DICKINSON	T309626	SYRINGE TUBERCULOSIS 1CC WITH NEEDLE 25 GAUGE X 5/8 IN 100/BX 88X/CS BECTON DICKINSON	BX	\$	17.62	0.51%	\$17.71
10155	MICROFLEX MEDICAL CORPORA	290691	Gloves, Supreno SE, MED, Nitrile, Powder Free, Standard Textured Exam 100/bx 10bx/cs	BX	\$	8.53	0.51%	\$8.57
10155	MICROFLEX MEDICAL CORPORA	290692	Gloves, Supreno SE, LG, Nitrile, Powder Free, Standard Textured Exam 100/bx 10bx/cs	BX	\$	8.53	0.51%	\$8.57
10155	MICROFLEX MEDICAL CORPORA	290693	Gloves, Supreno SE, XL, Nitrile, Powder Free, Standard Textured Exam 100/bx 10bx/cs	BX	\$	8.53	0.51%	\$8.57
10155	MICROFLEX MEDICAL CORPORA	290690	Gloves, Supreno SE, SM, Nitrile, Powder Free, Standard Textured Exam 100/bx 10bx/cs	BX	\$	8.53	0.51%	\$8.57

Discontinued Items / Items to Remove

Vendor ID	Vendor Name	Item ID	Item Description	UoM	Price
10927	FRESENIUS	311-19	*DC* USE 360-19 Calcium Gluconate 10%, 100mg/ml, 10ml Vial 25ea/pk	EA	\$ 7.63
10013	AMBU	477-KLTD214EA	*DC* USE 2114-44434 Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60cc syringe,	EA	\$ 26.32
10013	AMBU	477-KLTD212EA	*DC* USE2114-44432 Supraglottic airway kit, LT-D, S2, 2 pc 35-45 in.tube,35cc syringe,lube jel	EA	\$ 28.88
11878	NICE-PAK	541231	*DC-NO SUB * TINCTURE OF BENZOIN SWABSTICKS INDIVIDUALLY WRAPPED 50PK/BX 10BX/CS EXP:	BX	\$ 10.79
16028	PFIZER INC. (HOSPIRA)	0641142035	*DC* -USE 103-10* MFG EPINEPHRINE 1:1000 1MG 1ML AMPULE 2043 25ea/bx	EA	\$ 2.73
10050	COVIDIEN	1212-41422	*DC* Gauze Sponge, Dermacea, 2 in x 2 in, 4 ply, Non-woven, Non-sterile 200/bg, 40bg/cs	BG	\$ 0.68
10297	MYLAN SPECIALTY LP	25021-301-02	*DC-USE 0542-02 ADENOSINE 6MG, 2ML VIAL 10ea/bx	EA	\$ 4.74
10297	MYLAN SPECIALTY LP	301-04	*DC* Adenosine 12mg, 4ml Vial, 10ea/bx	EA	\$ 12.09
10013	AMBU	477-KLTD213EA	*DC* USE 2114-44433 Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60cc syringe	EA	\$ 26.32
14564	QMED CORPORATION	F10108	*DC* MFG BAG INFECTIOUS WASTE RED 25 IN X 34 IN 250EA/CS	EA	\$ 0.15
11820	BRIIGGS HEALTHCARE	F03520	*DC* USE 1431-16004 COLD PACK INSTANT KOOL-PRESS 6 IN X 8 1/4 IN 24/CS	CS	\$ 9.42
12132	MEDSOURCE INTERNATIONAL	K4036	*DC-USE 32762 * PENLIGHT DISPOSABLE EACH WITH PUPIL GAUGE 300EA/CS	EA	\$ 0.73
10127	TDI PRODUCTS (BANTA)	R2024	*DC* MFG BIOHAZARD BAG 16 GALLON 24 IN X 33 IN 250/CS	CS	\$ 31.05
10050	COVIDIEN	47-31439766PK	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk	PK	\$ 0.72
10050	COVIDIEN	54133	ELECTRODES PEDIATRIC 3/PK 200PK/CS MEDI-TRACE MINI SERIES 133	PK	\$ 0.40

10079	TELEFLEX MEDICAL	020634	O2 Connector, Barb, Nipple/Nut, Tapered, Plastic 50ea/cs	EA	\$	0.33
10079	TELEFLEX MEDICAL	021211	Guedel Airway, Soft Plastic, Size 000, 30mm, Clear, Non-sterile 10ea/bx	EA	\$	1.36
12246	FOX LABS INTL., INC.	1063-19051	SUDECON DECONTAMINATION WIPES 1/EA 100EA/CS	EA	\$	1.04

Potential Subs

Vendor ID	Vendor Name	Item ID	Item Description	UoM	Price
10927	FRESENIUS	360-19	Calcium Gluconate 10% 100mg/ ml, 10ml vial	EA	\$ 11.81
10013	AMBU	2114-44434	King LTS-D Supraglottic Airway Kit Size 4 Red 1/EA 5EA/CS	EA	\$ 33.45
10013	AMBU	2114-44432	King LTS-D Supraglottic Airway Kit Size 2 1/EA 5EA/CS	EA	\$ 34.92
16028	BPI LABS, LLC	103-10	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	EA	\$ 12.74
10297	CARDINAL HEALTH-PHARMA	0542-Q2	Adenosine 6mg, 2ml Vial 10ea/bx	EA	\$ 3.38
10013	AMBU	2114-44433	King LTS-D Supraglottic Airway Kit Size 3 Yellow 1/EA 5EA/CS	EA	\$ 33.45
11820	MEDSOURCE INTERNATIONAL	1431-16004	Curaplex Instant Cold Pack Compress, Large 7in x 7.5in 24ea/cs	EA	\$ 0.49
12132	MEDSOURCE INTERNATIONAL	32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	PK	\$ 4.83

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

April 17, 2018

Jesse A. Garringer
Henry Schein, Inc.
PO Box 3227
Irmo, SC 29063

**RE: "ANNUAL SUPPLY OF MEDICAL SUPPLIES AND MEDICATIONS"
BID #: 057-1412-17/IT**

CURRENT CONTRACT PERIOD: JULY 3, 2017 THRU JULY 2, 2018

Dear Mr. Garringer:

The Contract for "Annual Supply of Medical Supplies and Medications" will expire on July 2, 2018. This contract allows for one (1) additional year renewal with the same terms and conditions. The City of Boynton Beach would like to renew this contract with Henry Schein for an additional one-year extension with the same terms and conditions.

Please indicate your response on the following page and email it to Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please feel free to call Michael Dauta, Warehouse Manager via email. Thank you.

Sincerely,

A handwritten signature in black ink, reading "Tim W. Howard".

Tim W. Howard
Assistant City Manager
Administrative Services

c: Michael Dauta – Manager of Materials and Distribution
Central File

May 2, 2018

Boynton Bch

Contract # 044-2210-16/JMA

Arizona

Connecticut

Florida

Georgia

Guam

Illinois

Kansas

Louisiana

Missouri

New Jersey

New York

North Carolina

Texas

After reviewing pricing with the manufacturers for your bid renewal, we are able to provide the attached pricing for the renewal period of 7/3/18 thru 7/2/19.

The items highlighted in **YELLOW** are the items that have had a price increase. The items highlighted in **BLUE** has notes concerning those items. All of the other items will remain the same.

If the attached meets with your approval please let us know and will have the pricing entered for you.

Thank you for your time, we enjoy working with the department and look forward to continuing to grow this relationship over the year.

Sincerely,



Pam Boggan
Midwest Medical Supply Co., LLC
EMS Specialist
386-252-9960 Ext 1053
386-252-9961 fax

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*

April 17, 2018

JoAnn Rudd
Midwest Medical Supply Co. Inc.
13400 Lakefront Drive
Earth City, MO 63045

**RE: "ANNUAL SUPPLY OF MEDICAL SUPPLIES AND MEDICATIONS"
BID #: 057-1412-17/IT**

CURRENT CONTRACT PERIOD: JULY 3, 2017 THRU JULY 2, 2018

Dear Ms. Rudd:

The Contract for "Annual Supply of Medical Supplies and Medications" will expire on July 2, 2018. This contract allows for one (1) additional year renewal with the same terms and conditions. The City of Boynton Beach would like to renew this contract with Midwest Medical Supply for an additional one-year extension with the same terms and conditions.

Please indicate your response on the following page and email it to Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please feel free to call Michael Dauta, Warehouse Manager via email. Thank you.

Sincerely,

A handwritten signature in black ink, reading "Tim W. Howard". The signature is written in a cursive, flowing style.

Tim W. Howard
Assistant City Manager
Administrative Services

c: Michael Dauta – Manager of Materials and Distribution
Central File

BID NAME: "ANNUAL SUPPLY OF MEDICAL SUPPLIES AND MEDICATIONS"

BID NO.: 057-1412-17/IT

Contract Renewal Period: JULY 3, 2018 THRU JULY 2, 2019

Agreement between the City of Boynton Beach, and Midwest Medical Supply;



Yes, I agree to extend the existing Bid for the Annual Supply of Medical Supplies and Medications under the same Terms and Conditions for an additional year: July 3, 2018 thru July 2, 2019.

Attached renewal pricing attached

☐ No, I do not wish to renew the agreement for the following reason(s): _____

MIDWEST MEDICAL SUPPLY CO. INC.

Midwest Medical Supply
NAME OF COMPANY

Pamela Bogen
SIGNATURE

Pamela Bogen
NAME OF REPRESENTATIVE
(please print)

Ems Specialist
TITLE

May 2, 18
DATE

888-940-3232
(AREA CODE) TELEPHONE NUMBER

PBogen@circdancehs.com
EMAIL ADDRESS

PRICING TEMPLATE

EMAIL TO CONTRACTS PRICING SPECIALIST

PRICING@MMSMEDICAL.COM

[Renewal](#)

ACCOUNT NAME:	Boynton & Delray, FL
BILL TO#:	AAEMSFL257
EFFECTIVE DATE:	7/3/2018
EXPIRATION DATE:	7/2/2019

3035438 - Delray Beach
3038964 - Boynton Beach

Bid # 044-22-10-16/JMA

BE SURE UNIT PRICE SHOWN CORRESPONDS WITH THE UNIT OF MEASURE LISTED

ITEM NUMBER	UNIT OF MEASURE	Unit Price	2nd Renewal Price	FOR BID DEPT INFO ONLY	Line #	Usage	VAI #	Vendor #
TEL121806	BX	8,0000	8,0000	Berman Airway 110mm	1	29bx	623892	10538
TEL121805	BX	8,0000	8,0000	Berman Airway 100mm	2	29bx	159406	10538
TEL121804	BX	8,0000	8,0000	Berman Airway 90mm	3	29bx	158602	10538
TEL121803	BX	8,0000	8,0000	Berman Airway 80mm	4	28bx	623868	10538
TEL121870	BX	8,0000	8,0000	Berman Airway 70mm	5	27bx	970376	10538
TEL121802	BX	8,0000	8,0000	Berman Airway 60mm	6	27bx	623850	10538
TEL121850	BX	8,0000	8,0000	Berman Airway 50mm	7	27bx	970350	10538
TEL121801	BX	8,0000	8,0000	Berman Airway 40mm	8	27bx	623843	10538
DYN4591	BX	17,4000	17,4000	Nasal Airway 26fr	9		750331	10156
DYN4592	BX	17,4000	17,4000	Nasal Airway 22fr	10		750334	10156
DYN4593	BX	17,4000	17,4000	Nasal Airway 24fr	11		750337	10156
DYN4594	BX	17,4000	17,4000	Nasal Airway 26fr	12		750340	10156
DYN4595	BX	17,4000	17,4000	Nasal Airway 28fr	13		750343	10156
DYN4596	BX	17,4000	17,4000	Nasal Airway 30fr	14		750346	10156
DYN4597	BX	17,4000	17,4000	Nasal Airway 32fr	15		750352	10156
DYN4598	BX	17,4000	17,4000	Nasal Airway 34fr	16		750355	10156
DYN4599	BX	17,4000	17,4000	Nasal Airway 36fr	17		750358	10156
TEL506525	BX	33,6800	33,6800	Uncuffed ET Tube 2.5mm W/Sylet	18	2bx	225426	10542
POR100/103/030	BX	13,4000	13,4000	Uncuffed ET Tube 3.0mm W/Sylet	19	2bx	792343	10642
POR100/103/036	BX	13,4000	13,4000	Uncuffed ET Tube 3.5mm W/Sylet	20	2bx	792346	10642
POR100/103/040	BX	13,4000	13,4000	Uncuffed ET Tube 4.0mm W/Sylet	21	2bx	792349	10642
POR100/103/045	BX	13,4000	13,4000	Uncuffed ET Tube 4.5mm W/Sylet	22	2bx	792352	10642
POR100/103/050	BX	13,4000	13,4000	Uncuffed ET Tube 5.0mm W/Sylet	23	2bx	792355	10642
POR100/102/055	BX	13,7000	13,7000	Cuffed ET Tube 5.5mm W/Sylet	24	2bx	220373	10642
POR100/102/060	BX	13,7000	13,7000	Cuffed ET Tube 6.0mm W/Sylet	25/244	54bx	220374	10642
POR100/102/065	BX	13,7000	13,7000	Cuffed ET Tube 6.5mm W/Sylet	26	54bx	220375	10642
POR100/102/070	BX	13,7000	13,7000	Cuffed ET Tube 7.0mm W/Sylet	27/245	56bx	218681	10642
POR100/102/075	BX	13,7000	13,7000	Cuffed ET Tube 7.5mm W/Sylet	28	56bx	218682	10642
POR100/102/080	BX	13,7000	13,7000	Cuffed ET Tube 8.0mm W/Sylet	29/246	57bx	220377	10642
POR100/102/090	BX	13,7000	13,7000	Cuffed ET Tube 9.0mm W/Sylet	30	53bx	220379	10642
KEN155723	CA	37,3900	62,7100	NasoGastric Tube 8fr	31	1cs	194821	10255
KEN460208	CA	62,7100	62,7100	NasoGastric Tube 10fr	32	1cs	194822	10255
KEN8888264929	CA	84,7200	89,0000	NasoGastric Tube 12fr	33	1cs	272047	10255
KEN8888264945	CA	84,7200	89,0000	NasoGastric Tube 14fr	34	1cs	596536	10255
KEN8888264960	CA	84,7200	89,0000	NasoGastric Tube 16fr	35	1cs	620575	10255
KEN8888264986	CA	84,7200	89,0000	NasoGastric Tube 18fr	36	1cs	887182	10255

ITEM NUMBER	UNIT OF MEASURE	Unit Price	2nd Renewal Price	FOR BID DEPT INFO ONLY Description	Line #	Usage	V/AI #	Vendor #
LAEB00-20000	CA	262.7900	262.7900	Ped EI Tube Holder	37	5cs	165230	11506
COOC-TPTS-8.5-6.0-FSNS	EA	127.3600	127.3600	Pneumothorax Emerg Set	39	25ea	180802	10914
DATA 0106	CA	81.4291		Finger Protection Device	40	4ea		
DYN1250	CA	67.9200	67.9200	Lubricating Jelly 2.0g	41	8bx	175420	10156
SUN5-5332-02	BX	73.6000	73.6000	Laryn Mac Blade 2	42	50ea	119238	11147
SUN5-5332-03	BX	73.6000	73.6000	Laryn Mac Blade 3	43	110ea	119239	11147
SUN5-5332-04	BX	73.6000	73.6000	Laryn Mac Blade 4	44	110ea	119240	11147
SUN5-5333-00	BX	73.6000	73.6000	Laryn Mac Blade 0	45	50ea	129251	11147
SUN5-5333-01	BX	73.6000	73.6000	Laryn Mill Blade 1	46	50ea	119242	11147
SUN5-5333-02	BX	73.6000	73.6000	Laryn Mill Blade 2	47	50ea	119243	11147
SUN5-5333-03	BX	73.6000	73.6000	Laryn Mill Blade 3	48	130ea	119244	11147
MSOMS-46004	EA	30.8100	30.8100	Penlite Laryn Handle	49	20ea	782548	12116
MSOMS-46003	EA	30.8100	30.8100	Med Laryn Handle	50	20ea	782545	12116
MSOMS-YK20	CA	22.4000	22.4000	Vented Yankauer Build Tip	51	40cs	782797	12116
DYN4806	CA	8.2400	8.2400	Suction Catheter 6fr	52	4cs	750430	10156
DYN4808	CA	8.2400	8.2400	Suction Catheter 8fr	53	4cs	183672	10156
DYN4810	CA	8.2400	8.2400	Suction Catheter 10fr	54	4cs	183675	10156
DYN4812	CA	8.2400	8.2400	Suction Catheter 12fr	55	4cs	183676	10156
DYN4814	CA	8.2400	8.2400	Suction Catheter 14fr	56	4cs	750433	10156
DYN4816	CA	8.2400	8.2400	Suction Catheter 16fr	57	4cs	750436	10156
DYN4818	CA	8.2400	8.2400	Suction Catheter 18fr	58	4cs	750439	10156
ALGT162C	CA	116.6600	136.4800	Catheter & Sleeve 18fr	59	4cs		
SUN8-2311-50	BG	19.5000	19.5000	Christmas Tree Adapter	60	50ea	807997	11147
NEON0101	CA	160.0000	160.0000	Aspirator Meconium	61	24ea	117016	10387
VENVR3100	CA	28.6000	28.6000	Sm Child Inflate Mask W/Valve	62	2cs	816808	11864
VENVR5100	CA	28.6000	28.6000	Adult Inflate Mask W/Valve	63	5cs	816814	11864
AMSAS005025	CA	34.9500	34.9500	2oz ST Ear Syringe	64	2cs	199155	10385
ALL589-010	CA	66.4000	66.4000	Patient Vent Circuit	65	20cs	130025	10823
TEL157100300	BX	91.5800	91.5800	Adult BVM W/ Bag	66	250ea	113227	10538
TEL157300100	BX	113.2800	113.2800	Ped BVM	67	200ea	809221	10538
TEL157400100	BX	113.2800	113.2800	Infant BVM	68	150ea	113228	10538
MDI70-155	CA	239.3500	246.9000	CPR Microshield Pouch	69	12cs	656397	10057
VEN1207	CA	17.2600	17.2600	Ped Nasal Cannula	70	3cs	816897	11864
VEN2200	CA	24.6100	24.6100	Ped Med Conc Mask 7ft Tube	71	3cs	816712	11864
VEN2300	CA	35.1600	35.1600	Infant Med Conc Mask 7ft Tube	72	1cs	816724	11864
VEN2101	CA	31.5800	31.5800	Adult Non-Rebreather	73	56cs	183450	11864
VEN2110	CA	16.9900	16.9900	Adult Aerosol Mask	74	3cs	183451	11864
MSOMS-22883	CA	37.5000	37.5000	Nebulizer Tee Kit	75	308cs	782362	12116
VEN1007	CA	12.0500	12.0500	Adult Nasal Cannula	77	102cs	816888	11864
ISI6703030	CA	146.4600	146.4600	I-Gel Resus Airway sz3	79	20ea	223829	10316
ISI6704030	CA	146.4600	146.4600	I-Gel Resus Airway sz4	80	20ea	223830	10316
ISI6705030	CA	146.4600	146.4600	I-Gel Resus Airway sz5	81	20ea	223831	10316
POR326810	CA	314.0000	314.0000	Safety Via Valve IV Cath 14x1 1/4	83	50bx	751246	10642
POR326210	CA	314.0000	314.0000	Safety Via Valve IV Cath 16x1 1/4	84	50bx	240506	10642
POR326510	CA	314.0000	314.0000	Safety Via Valve IV Cath 18x1 1/4	85	80bx	240509	10642
POR326610	CA	314.0000	314.0000	Safety Via Valve IV Cath 20x1 1/4	86	70bx	240516	10642
POR326010	CA	314.0000	314.0000	Safety Via Valve IV Cath 22x1	87	44bx	240517	10642
POR326310	CA	314.0000	314.0000	Safety Via Valve IV Cath 24x5/8	88	40bx	240519	10642
CON705-4431	CA	166.2500	171.1700	Adult Veni Gard Dressing	89	10bx	279539	10642
BMXB32-102	CA	302.4000	302.4000	Selec 3 IV Admin	90	50cs	730312	13039
MMD1295	CA	98.7200	98.7200	IV Start Kit	91	50cs	778819	13091

MFG Date

ITEM NUMBER	UNIT OF MEASURE	Unit Price	2nd Renewal Price	FOR BID DEPT INFO ONLY	Line #	Usage	V/AI #	Vendor #
BBM415019	CA	137.1900	137.1900	Micro Pin MP-1000	92	20bx	392837	10508
BBM470060	EA	2.8900	2.8900	Ext Set W/Ultrastile Site	93	400ea		10508
<p>This product is available only through direct purchase from Baxter (not through distributors.) Effective 10/20/2017 until further notice when they resume manufacturing operations in Puerto Rico.</p>								
BAV2B1323Q	CA	130.8900	130.8900	Sod Chl 9% 500ml	94	10cs	657247	10797
BAV2B1324X	CA	88.6700	88.6700	Sod Chl 9% 1000ml	95	280cs	404483	10797
BAV2B1324X	CA	183.9900		Dechlor 5% 250ml	97	20cs	604667	10797
BAV2B1324X	CA	286.7900		Dechlor 10% 250ml	98	20cs	140622	10797
<p>Notes to call for Pricing and Availability at time of purchase. Must be call for Pricing and Availability at time of purchase.</p>								
PRD45004-11-MPG	CA	50.5500	50.5500	3x9 Disp Armboard	99	10cs	665703	10761
PRD45002-11-MPG	CA	67.2700	67.2700	18" Disp Armboard	100	10cs	620633	10751
EMP22005	CA	25.8000	25.8000	Med Alcohol Prep Pad	101	34bx	752068	13075
G/F4109-1LF	BX	16.6000	16.6000	Tourniquet	102	10bx	120120	10228
RET10161	CA	373.2800	373.2800	1cc 25x1 Syr/ndl	103	40bx	115961	10192
RET10361	CA	246.6600	246.6600	3cc 21x1 1/2 Syr/ndl	104	40bx	612044	10192
RET11061	CA	306.6600	306.6600	10cc 21x1 1/2 Syr/ndl	105	40bx	172401	10192
EXE28044	CA	98.5000	98.5000	1cc 25x5/8 Nd/Syr	106	20bx	753148	10030
EXE28704	CA	123.1000	123.1000	21x3/4 Infusion Butterfly Set	107	1bx	106716	10030
EXE28706	CA	123.1000	123.1400	23x3/4 Infusion Butterfly Set	108	1bx	106715	10030
EXE28708	CA	123.1000	123.1000	25x3/4 Infusion Butterfly Set	109	1bx	616881	10030
WEL1210-BP	CA	115.7600	115.7600	10ml Salint Flush			257007	10080
BBM4617100V-02	CA	94.8000	94.8000	10cc LL Syringe	111	5bx	203301	10508
EXE28290	CA	101.5600	101.5600	30-35cc LL Syringe	112	1cs	753232	10030
EXE28301	CA	92.2800	92.2800	50-60cc LL Syringe ECC W/Cap	113	3bx	263653	10030
BBM415021	CA	37.0000	37.0000	Filter Straw 5 micron	114	100ea	113920	10508
VRD02-1084	CA	116.1600	116.1600	Infant B/P Cuff	150	30ea	817309	11218
VRD02-1083	CA	116.1600	116.1600	Child B/P Cuff	151	40ea	817306	11218
VRD02-1081	CA	116.1600	116.1600	Adult B/P Cuff	152	125ea	817300	11218
VRD02-1082	CA	119.7600	119.7600	Lg Adult B/P Cuff	153	115ea	817303	11218
VRD02-1085	CA	127.9200	127.9200	Thigh B/P Cuff	154	5ea	817312	11218
AME875N	EA	2.4500	2.4500	Bulb & Valve STD	160	100ea	183091	10895
AME809N	EA	6.9800	6.9800	Sphygmometer Gauge	161	600ea	661080	10895
AME670NP	EA	3.4500	3.4500	Dialhead Stethoscope	162	200ea		
VRD14-823	CA	320.0000	320.0000	Disp Penlight	163	100pk	817342	11218
MORMT2000	BX	327.8400	341.5200	Morgan Lens	164	6bx	630897	11990
KEN31439725	CA	91.1100	97.4900	Mini Electrode	165	7cs	164032	10255
CON1870C-004	CA	89.1300	90.0000	Posttrae Electrode Foam	166	200cs	250644	10716
DYN4251	CA	75.0000	75.0000	Prep Razor	167	40bx	158337	10156
AME316	EA	3.9700	3.9700	Adult Magill	168	24ea	309698	10895
AME315	EA	3.6400	3.6400	Child Magill	169	12ea	309697	10895
AME310	EA	1.7700	1.7700	Kelly Forcep	170	24ea	308697	10895
MBL18-4330	EA	9.2000		Ring Cutter	222	20ea		
MBL18-4330	EA	8.4100		Ring Cutter	223	20ea		
MSOMS-SH001B	BX	34.5000	34.5000	Trauma Shears	173	280ea	762779	12116
AMB000-281-000	CA	168.4100	168.4100	Adult Adjustment Perfl Collar	174	42cs	303861	10259
AMB000-281-106	CA	168.4100	168.4100	Ped Adjustment Perfl Collar	175	9cs	303860	10259
DKM471520R	EA	1.5200	1.5200	Orange 5ft 2pc Poly PSR Strap	176		746749	13200
DKM47152BL	EA	1.5200	1.5200	Black 5ft 2pc Poly PSR Strap	176		746743	13200
MSOMS-PIB-3	EA	113.3500	113.3500	Pedi Immobilization Board	177	2ea	762743	12116

ITEM NUMBER	UNIT OF MEASURE	Unit Price	2nd Renewal Price	FOR BID DEPT INFO ONLY		Line #	Usage	VAI #	Vendor #
				Description					
ALL720073	EA	70.1100	70.1100	Pedi Head Harness		178	4ea	719008	10823
FER0313676	EA	117.2400	121.6200	KED Immobilizer		179	3ea	754525	10222
HTMCC2200P	EA	784.2800	822.7000	Scop Stretch Comb II		182	2ea	763945	13024
POS2510	PR	3.7500		Disp Limb Holder		183	100pr	875831	10338
GRA62292	CA	45.8000	45.8000	Grey Comfort Blanket		184	60ea	760312	11028
GRA44849	CA	25.0000	25.0000	Yellow Poly Tissue Blanket		185	15cs	760297	11028
CAR089-7015	CA	26.6800	26.6800	Disp Pillow		186	18cs	615104	10110
FER0313892	EA	21.8800	31.7700	Two Piece Cat Strap		187	24ea		
MDI82-E7700	EA	154.3000	158.9200	Econo-Vac Splint		188	5ea	207365	10067
MDI82-E2010	CA	179.8000	185.1900	Ankle & Wrist Splint		189	24ea	774736	10067
MDI82-E2014	CA	193.5000	205.2000	Econo Vac Arm Splint		190	24ea	774739	10067
MDI82-E2222	CA	85.4000	90.5500	Econo Lg Forearm Splint		191	24ea	774751	10067
LAET00-00001	PK	141.0000	141.0000	Head Sta Block		192	75cs	770713	11506
DYN3562	CA	95.1600	95.1600	1" Cloth Tape		193	8cs	240422	10156
DYN3564	CA	95.1600	95.1600	3" Cloth Tape		194	11cs	750004	10156
ASOCBD2018-012-000	CA	11.5200	11.5200	3/4x4 Shear Bandaid		195	23cs	245412	10236
MSOMS-11060	CA	45.8000	45.8000	Triangular Bandage		196	18cs	782329	12116
SYS2012	BX	293.1600	293.1600	Adaptic Bandages 5x3		197	26bx	484263	10105
DYN3501	CA	30.6000	30.6000	Combine Pad 5x9		198	14cs	237196	10156
DYN3112	CA	17.2800	17.2800	2" STR Kling		199	18cs	234794	10156
MSOMS-GZM001	CA	18.3600	18.3600	Trauma Dressing		200	17cs	782737	12116
DYN3114	CA	21.5200	21.5200	4" STR Kling		201	22cs	181343	10156
EMPGF44821	CA	26.9200	26.9200	4x4 STR 8ply Gauze		202	8cs	752242	13076
TEL849100	CA	84.6800	88.2000	Ashman Chest Seal		203	3bx	390898	10538
DYN3172	CA	20.8600	20.8600	2x5" Semiwrap Bandage		204	20bx	182874	10156
DYN4612	CA	9.3600	9.3600	Cold Pack		205	90cs	220227	10156
MSOMS-BS0033	CA	80.0000	80.0000	Burn Sheet		206	11cs	782716	12116
MMD1702	CA	46.8000	46.8000	STD O.B Kit		207	120ea	778858	13091
DYN4161	BX	6.4200	6.4200	Safety Scape # 11		208	4bx	750112	10156
MOR8004	EA	1.6100	1.6100	Infant Stockette		209	30ea	781378	10653
DMR650-4006-0600	EA	3.7900	4.2800	Baby Burling Foil		210	30ea	747880	10803
HYDD0012	CA	6.7000	6.9600	3% Hydrogen Peroxide		211	58cs	198514	10465
EMPGA44820	CA	31.0400	31.0400	4x4 8ply NS Sterile		212	22cs	752230	13076
BAY2F7114	CA	40.7200	40.7200	Normal Saline 1000ml		215	16cs	605246	10797
NICB71200	CA	34.5000	34.5000	Nail Polish Remover		216	4bx	529404	10497
MICSU-690-S	CA	89.2700	93.4000	Supremo Nit Exam Glove SM		217	6cs	134435	11512
MICSU-690-M	CA	89.2700	93.4000	Supremo Nit Exam Glove Med		218	11cs	709546	11512
MICSU-690-L	CA	89.2700	93.4000	Supremo Nit Exam Glove Lg		219	13cs	134439	11512
MICSU-690-XL	CA	89.2700	93.4000	Supremo Nit Exam Glove XL		220	17cs	134440	11512
SAF34400	CA	42.7000	42.7000	Antimicrobial Hand Wipe		221	53bx	709771	10044
STEB39936	CA	170.1600	170.1600	Alcure+ Foam Alcohol 9oz		222	312ea	329037	12219
ACT45-41	CA	73.5200	73.5200	Biohazard Bag 31x41 1.25ml		223	46cs	441659	10423
ACT45-54	CA	40.2000	40.2000	Biohazard Bag 24X32 1.25ML		224	43cs	275057	10423
B/D305487	CA	103.0400	103.0400	Sharp Containers 1.5qt		225	61cs	635011	10125
B/D305344	CA	125.1200	125.1200	Sharp Containers 8qt		226	50cs	177454	10125
K/C48827	CA	124.3500	124.3500	Sm N95 Mask		227	4cs	464511	11967
K/C46727	CA	124.3500	124.3500	Reg N95 mask		228	4cs	463091	11967
DYN2203	CA	81.6000	81.6000	Blue Molded Face Mask		229	24bx	749497	10156
DUPY7500SWH00020000	CA	71.7900	71.7900	18" Tyvek Sleeve		230	10cs	749497	10156
K/C26676	CA	34.0800	34.0800	Protective Eyewear		231	200ea	202549	10765
GKR7000	CA	264.0000	274.0800	White Convenience Bags		232	3cs	115824	10430
DUK11724	CA	20.1700	20.1700	Fluff Underpad 17x24		233	6cs	749146	10239
G/F9675	CA	30.2400	30.2400	Disp Glasses		234	200ea	920561	10228

ITEM NUMBER	UNIT OF MEASURE	Unit Price	2nd Renewal Price	FOR BID DEPT INFO ONLY	Line #	Usage	VAI #	Vendor #
ME113-1024	CA	92.8800	92.8800	Cavicide Spray 24oz	235	36ea	880930	10030
POR326710	CA	314.0000	314.0000	20x1 Via Valve IV Cath	236	6bx	240510	10642
POR100/465/060CZ	EA	112.5000	112.5000	Quick Trach	237	12ea	190924	10642
TEL5372	CA	71.7000	71.7000	Adult Resuscitator Mask	238	150ea	711101	10538
TEL00865/200	EA	68.0000	68.0000					
POR100/102/030	BX	13.7000	13.7000	Cuffed ET w/Stylet 3.0	241	20ea	220889	10642
POR100/102/040	BX	13.7000	13.7000	Cuffed ET w/Stylet 4.0	242	30ea	220873	10642
POR100/102/050	BX	13.7000	13.7000	Cuffed ET w/Stylet 5.0	243	25ea	220372	10642
LA6800-10000	CA	263.0000	263.0000	Adult ET Tube Holder	247	70ea	145004	11506
SUN5-0208-73	BX	65.6800	65.6800	Adult 10fr Stylette	249	50bx	109859	11147
TEL123312	BX	21.5000	21.5000	Nasal Airway 12fr	251	10bx	939801	10538
TEL123314	BX	21.5000	21.5000	Nasal Airway 14fr	252	10bx	939819	10538
TEL123316	BX	21.5000	21.5000	Nasal Airway 16fr	253	10bx	939827	10538
TEL123318	BX	21.5000	21.5000	Nasal Airway 18fr	254	15bx	939835	10538
SUN1-1508-11	PK	1.8600	1.8600	Berman Airway 11.0mm	257	40bx	184905	11147
SUN1-1508-80	PK	1.8600	1.8600	Berman Airway 90mm	258	25bx	216614	11147
SUN1-1508-80	PK	1.8600	1.8600	Berman Airway 80mm	259	25bx	216612	11147
POR408811	CA	167.3600	167.3600	Jelco IV Cath 14x2	260	10bx	226416	10642
KEN8884413605	CA	119.2000	125.0000	3x9 STR Vaseline Gauze	261	40bx	429688	10255
B/D303134	CA	65.3600	65.3600	10cc LS Syringe	262	3bx	240060	10125
AMBC00-264-034	CA	40.9000	40.9000	Head Wedge	264	400ea	228392	10259
EMPH22420	CA	21.2000	21.2000	2x2 4ply Non Woven Gauze	265	20bx	752245	103075
DYN3116	CA	22.3200	22.3200	6" Sterile Gauze Rolls	266	25bx	749839	10156
DYN3663	CA	18.7500	18.7500	3" Elastic Bandage	267	120bx	236006	10156
DYN3666	CA	35.8500	35.8500	6" Elastic Bandage	268	20bx	236008	10156
B/D309626	CA	120.0000	120.0000	1cc 25x6/8 Syringe	271	2cs	641662	10125
EXE26424	CA	80.0000	80.0000	19x1 Hypo Needle	274	2cs	616860	10030
COOC-DIN-16-3.0-T45	BX	239.5900	246.7800	16G Intracousous Needle	275	5cs	203676	10914
KEN8900SA	CA	163.0000	170.0000	1qt Sharp Container	279	200ea	906701	10255
DYN4630	CA	33.3600	33.0600	Sharp Shaft	280	400ea	750382	10156
KEN8507SA	CA	81.6000	85.8000	5qt Sharps Container	281	110ea	103884	10255
KEN8888301606	CA	42.1400	44.0000	Tube Connect 1/4x6	282	5cs	622266	10255
BBMR5001-01	CA	29.6000	29.6000	600ml Ster Water	283	60ea	640102	10508
NICS42450	CA	91.9000	91.9000	Benzoin Swabsick	284	5bx	137190	10497
HYD0022	CA	14.5200	14.5200	70% Alcohol ISO	285	250ea	199510	10465
OWEAT1007	BX	8.5320	8.5320	Safety Lancet 1.8mm	288	90bx	160030	10266
MORI350XOR	EA	4.9800	4.9800	5ft 2pc IMPV S/R Strap	289	500ea	781213	10653
VRD05-11001	EA	227.0000	227.0000	Stethoscope	290	30ea	817324	11218
VRD05-12001	EA	1.7600	1.7600	Dual Head Stethoscope	291	30ea	817327	11218
AME302	EA	2.4800	2.4800	Bandage Scissor	292	40ea	719911	10895
AME4010T	BX	2.9100	2.9100	Ble Sicks	294	40bx	931964	10895
MAL5-18541	CA	194.0000	194.0000	41fr Combilube	296	40ea	708958	10255
DYN4401	BX	1.8300	1.8300	3cc Ammonia Inhalant	297	30bx	181984	10156
ACT108MBX	CA	33.6800	33.6800	25x34 1.2ml Biohazard bag	298	50cs	215279	10423
HTMAH1100H	CA	756.0000	764.4000	Biohcop Collection Bag	299	60pk	763942	13024
TEL00865/200	EA	83.0000	183.3400					
TEL004804400	BX	88.0000	100.0000	Mac 4 Laryng Blade	302	30ea	222359	10538
MEDE98938	CA	88.0000	193.3400	Xtra Precision Test Strip	304	10bx		
PF6/618-150-17	CA	265.8000	889.7300	Beladine Solution 16oz	305	20bt	463059	10930
AM630-214-000B	EA	62.2800	62.2800	Pedl Spur II Mask	306	20ea		
DIGDFR12-1	CA	16.8600	24.3800	Defender Exam Glove Sm	307	150bx	746050	10880
DIGDFR12-5	CA	78.3000	78.3000	Defender Exam Glove XXL	308	300bx	746071	10880
LA6885001	PK	19.6200	19.6200	V-Vac Replacement Cartridge	310	10ea	180908	11506
TEL500	BX	70.9000	70.9000	Slick Stylet 6fr 2.0mm 3.5mm	311	10bx	370486	10538
MSOMS-40520	CA	110.8000	110.8000	Wool Blanket	312	30ea	782530	12116
HRM14242-28	CA	256.5000	643.1900	Primary IV Set	317	25ea	712765	10917
DIGDFR12-2	CA	78.3000	78.3000	Defender Exam Glove Med	318	250bx	746056	10880

ITEM NUMBER	UNIT OF MEASURE	Unit Price	2nd Renewal Price	FOR BID DEPT INFO ONLY		VAI #	Vendor #
				Description	Line #	Usage	
DIGDFR12-3	CA	78.3000	78.3000	Defender Exam Glove Lg	319	1500bx	746059 10880
DIGDFR12-4	CA	78.3000	78.3000	Defender Exam Glove XL	320	800BX	746062 10880
LMAI-10/2018							
OTM01CV8015-CS	CA	186.6000	186.6000	Circuit Vent w/Peep	324	10ea	790315 11443
BBMUS1160	CA	72.0000	72.0000	15d IV Set	325	2500ea	132383 10508
BBM352237	CA	69.5000	69.5000	60d IV Set	326	150ea	179054 10508
BBM513576	CA	517.5600	517.5600	10cc Prefill Syringe	327	30cs	392258 10508
MSOMS-22896	CA	50.5000	50.5000	Pedi Nebulizer W/Mask	328	20ea	782368 12116



December 2017

Dear Valued Covidien Customer:

Covidien's vision is to deliver unmatched value to our customers by providing solutions that improve patient outcomes and healthcare delivery through clinically relevant and economically valuable innovation.

Covidien will be taking the following actions effective January 2018

- Covidien will be increasing price on its locally negotiated contracts by 6% on Salem Sump Tube – All Sizes

These actions are necessary to help improve the overall financial viability of Covidien's offering, which in turn will allow us to continue on our mission of creating and delivering innovative healthcare solutions, developed in ethical collaboration with medical professionals, which enhance the quality of life for patients and improve outcomes for our customers and shareholders.

Your Covidien representative can provide further details regarding this matter. Thank you for your continued support of Covidien.

Sincerely,

Thomas Harkin

Thomas Harkin
Director of Marketing



512 LEHMBERG ROAD
COLUMBUS, MS 39702
T 800 824 3027
F 800 642 0255
E customerservice@microtekmed.com

314293
MIDWEST MEDICAL SUPPLY
Attn: Purchasing/Materials Management
13400 LAKE FRONT DR
EARTH CITY, MO 63045

December 1, 2017

Dear Valued Customer:

As one of your many suppliers, we are pleased to have earned your business. We take great pride in our products and their impact on your ability to provide the highest quality care to your patients.

As a manufacturer, our focus is on developing and producing high quality, low cost products to serve the healthcare market. Our costs, such as raw materials and transportation, are directly affected by the dynamics of the marketplace. This requires us to review and adjust pricing on a periodic basis. Attached are products that you have purchased in the past year in which the price will change effective January 1, 2018. Please update your records on future orders.

The following parts will change on January 1, 2018

Part No	Part Description	Current Price	New Price
30-088	MDI RING CUSHION	\$138.50	\$140.60
50-800	MDI CLEANSING ENEMA SET	\$80.50	\$85.33
51-760	VAGINAL IRRIGATION SET	\$110.00	\$113.30
85-007	MDI BEDSIDE URINARY DRAINAGE SET	\$105.00	\$108.15
87-001	MDI DELUXE LEG BAG (MEDIUM)	\$147.30	\$151.72
87-002	MDI REHAB LEG BAG (MEDIUM)	\$166.00	\$170.98
87-003	MDI DELUXE LEG BAG (LARGE)	\$147.30	\$156.14
87-004	MDI REHAB LEG BAG (LARGE)	\$166.00	\$175.96
81-A2004	FULL BODY VACUUM MATTRESS	\$249.14	\$256.81
70-180	MICROSHIELD PROTECTION PAK	\$247.67	\$255.10
78-220	CPR MICROKIT MICROSHIELD ZIPPERED POUCH	\$87.11	\$89.72
76-356	CPR MICROSHIELD PLUS-BLACK KEY	\$303.62	\$312.73
76-357	CPR MICROSHIELD PLUS-ORANGE KEY	\$303.62	\$312.73
78-700	AUTO EXTERNAL DEFIBRILLATION AID KIT MICROSHIELD PLUS	\$90.69	\$93.41
78-720	AED MICROKIT CPR MICROSHIELD-PLUS ZIPPERED POUCH	\$108.19	\$112.47
73-200	MICROMASK TRAINING MOUTHPIECE	\$49.26	\$50.74
73-204V	REPLACEMENT VALVE FOR MICROMASK	\$52.15	\$53.71
73-402	CPR MICROMASK W/ REMOVABLE VALVE POUCH	\$80.24	\$85.05
73-404	MICROMASK W/REMOVABLE VALVE/BLACK POUCH	\$80.24	\$85.05
73-406	CPR MICROMASK W/ REMOVABLE VALVE	\$74.81	\$79.30
73-450	CPR MICROMASK BLUE HARD CASE	\$80.24	\$85.05
73-500	CPR MICROMASK W/ REMOVABLE VALVE POUCH	\$89.93	\$95.33

Part No	Part Description	Current Price	New Price
73-506	CPR MICROMASK W/REMOVABLE VALVE POLYBAG	\$84.37	\$89.43
73-550	CPR MICROMASK O2 BLUE HARD CASE	\$89.92	\$98.91
78-800	AUTO EXTERNAL DEFIBRILLATION AID KIT MASK	\$128.06	\$135.74
78-820	AED CPR MICROMASK ZIPPERED POUCH	\$146.02	\$154.78
77-100	CPR FILTERSHIELD-RECLOSABLE POUCH	\$110.09	\$116.70
81-A2010	WRIST/ANKLE SPLINT	\$62.49	\$64.36
81-A2014	ARM SPLINT	\$66.37	\$71.68
81-A2024	LEG SPLINT	\$86.77	\$93.71
81-A2044	*PEDIATRIC/UNIVERSAL MATTRESS	\$138.13	\$142.27
81-A2124	REPAIR KIT FOR VACUUM PRODUCTS (RED)	\$15.07	\$15.97
81-A2130	*REPLACEMENT STRAP -WRIST/ANKLE, 30" X 1"	\$11.58	\$11.93
81-A2131	*REPLACEMENT STRAP, ARM/LEG 2"X 34"	\$16.45	\$16.94
81-A2132	REPLACEMENT STRAP/BUCKLE, LEG 2"X 45"	\$16.98	\$17.49
81-A2134	*REPLACEMENT STRAPS, FULL BODY/HELI-VAC 2"X 84"	\$19.01	\$19.58
81-A2136	*REPLACEMENT HANDLES W/STRAPS - FULL BODY MATTRESS	\$31.80	\$32.75
81-A2345	REPLACEMENT VALVE/VACUUM PRODUCTS	\$12.05	\$12.41
81-A2346	VACUUM VALVE CAP	\$3.07	\$3.25
81-A2504	*CARRY CASE, 81-A4000 & 81-A5000	\$48.95	\$50.42
81-A2514	CARRY CASE, 81-A8000, 81-A7000, 81-A7700	\$24.51	\$25.98
81-A2540	REPLACEMENT ADAPTER, 5 TO 1 VACUUM SOURCE	\$8.29	\$8.79
81-A2560	DOUBLE ACTION HAND/FOOT PUMP	\$38.60	\$39.76
81-A2570	HAND HELD BRASS PUMP SMALL	\$59.11	\$62.66
81-A5000	FULL BODY MATTRESS SET	\$349.11	\$359.58
81-A6600	FULL BODY MATTRESS AND DELUXE EXT. SET81-A5000/81-A7700 (1 O	\$572.30	\$589.47
81-A7000	EXTREMITY SPLINT SET	\$226.01	\$244.09
81-A7700	DELUXE EXTREMITY SET	\$283.31	\$305.97
81-A8000	PEDIATRIC/UNIVERSAL MATTRESS SET	\$205.03	\$211.18
82-E2010	EMS ECONO-VAC WRIST/ANKLE SPLINT	\$158.19	\$162.94
82-E2014	EMS ECONO-VAC ARM SPLINT	\$170.35	\$180.57
82-E2024	EMS ECONO-VAC LEG SPLINT	\$127.75	\$135.42
82-E2215	EMS ECONO-VAC MEDIUM FOREARM SPLINT	\$65.79	\$69.74
82-E2222	EMS ECONO-VAC LARGE FOREARM SPLINT	\$75.17	\$79.68
82-E2545	EMS ECONO-VAC SUCTION ADAPTER	\$1.73	\$1.83
82-E2580	EMS ECONO-VAC PUMP	\$28.92	\$29.79
82-E7700	EMS ECONO-VAC DELUXE EXTREMITY SET	\$132.69	\$136.67
70-150	CPR MICROSHIELD	\$200.36	\$206.37
70-155	MICROSHIELD/WATERPROOF	\$215.74	\$222.21
70-185	CPR MICROHOLSTER	\$87.50	\$90.12
70-186	MICROHOLSTER REFILL	\$213.00	\$219.39
70-189	CPR MICROKEY - RED	\$279.28	\$287.66
70-190	CPR MICROKEY - BLACK	\$279.28	\$287.66
70-192	CPR MICROKEY - ORANGE NEON	\$279.28	\$287.66
70-310	CPR MICROKEY - NAVY (50/CS)	\$279.28	\$287.66
70-320	CPR MICROKEY - ROYAL(50/CS)	\$279.28	\$287.66
70-330	CPR MICROKEY - TEAL (50/CS)	\$279.28	\$287.66
72-151	MICROSHIELD IN POLYBAG	\$189.60	\$195.29
72-490	MDI MICROKEY PRO - BLACK	\$303.67	\$312.78
72-491	MDI MICROKEY PRO - NEON ORANGE	\$303.67	\$312.78
72-492	MDI MICROKEY PRO - ROYAL	\$303.67	\$312.78
72-493	MDI MICROKEY PRO - TEAL	\$312.69	\$322.07

Part No	Part Description	Current Price	New Price
72-581	MICROHOLSTER XL PROTECTION CASE-VELCRO MDI	\$99.09	\$102.06
72-681	MICROHOLSTER XL REFILL	\$227.71	\$234.54
72-911	MDI MICROSHIELD XL	\$220.18	\$226.79
76-345	CPR MICROSHIELD PLUS-RECLOSABLE POUCH	\$215.54	\$222.01
76-358	CPR MICROSHIELD PLUS-ROYAL KEY	\$312.63	\$322.01
76-359	CPR MICROSHIELD PLUS-TEAL KEY	\$312.63	\$322.01
76-485	CPR MICROHOLSTER-PLUS	\$93.67	\$96.48
76-486	MICROHOLSTER-PLUS REFILL	\$228.88	\$235.75
78-200	*CPR MICROKIT MICROSHIELD POLYBAG	\$69.53	\$71.62
81-A2135	*REPLACEMENT HANDLES W/STRAPS, PEDI/UNIV	\$29.43	\$30.31

Our goal is to provide the service that you deserve as our customer. If there is anything that we can do to improve, please let us know. Thank you!

Sincerely,

Ecolab Customer Service

CONCORDANCE DISTRIBUTOR PRICE SHEET

MorTan, Inc.

P.O. Box 8719

Missoula, MT 59807

TELEPHONE: (800) 423-8659 or (406) 728-2522 FAX: (406) 728-9332

Product Name: MORGAN medi-FLOW LENS

Catalog Number: MT2000

Order Quantities: Packaged in boxes of 12 ea.

Minimum Order of 120 each.

Pricing:

120 or more - \$ 25.05 each Lens
\$300.60 per box

Product Name: Morgan Lens DELIVERY SET

Catalog Number: MT202

Order Quantities: Packaged in boxes of 6 ea.

Minimum order of 60 each.

Pricing:

60 or more - \$ 6.10 ea. DELIVERY SET
\$ 36.60 per box

Product Name: Medi-Duct

Catalog Number: MT63

Order Quantities: Packaged in

Boxes of 12 ea. Minimum order

of 60 each. Pricing:

60 or more - \$ 5.05 ea. Medi-Duct
\$60.60 per box

December 1, 2017

Thank you for the continued support in 2017. We truly appreciate each Distributor partnership that has grown over the past 43 years and look forward to the next 43 years! Despite the many challenges during 2017, Mortan was able to experience another successful year, thanks to each of you.

Looking forward, 2018 may be another year of economic uncertainty. We have already felt some of this in our cost of doing business as evidenced by price increases from suppliers. This has forced us to pass on a 1% price increase on many products and 2-5% increase on few others. We will continue to provide our partners with the highest quality products and do everything we can to hold pricing.

We look forward to working with each one of our partners in 2018. Please contact us for copies of the new catalog, product samples, or anything additional we can supply to help you grow your business.

Happy New Year,



P 937.382.1451
F 937.382.1191

70 Weil Way
Wilmington, Ohio 45177

877.733.0911
www.ferno.com

January 2nd, 2018

Subject: Ferno Price Increase Effective February 1, 2018

Dear Ferno Partners:

Due to continued rising costs for raw materials, Ferno will institute a 4% price increase on most EMS products effective February 1, 2018.

Ferno will honor all outstanding quotations for a period of 30 days. For current pricing to be honored, it will be necessary for you to provide a copy of your quotation along with your order. Any order submitted prior to February 1, 2018 dated for immediate shipment will receive our current pricing.

To obtain a faxed or e-mailed copy of the revised price list, please contact the Ferno Customer Service team at (877) 733-0911.

We value your continued partnership and appreciate your understanding and support in this matter.

Best Regards,

A handwritten signature in black ink, appearing to read 'K. Turner', is written over a horizontal line.

Kris Turner
Director, ERS National Accounts

2018 PRICE LIST

December 5, 2018

Dear Valued Dealer:

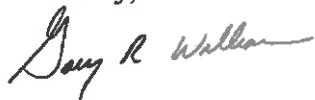
Thank you for your continued support of our innovative emergency care products. There has been a growing interest in our vacuum immobilization products in a number of areas around the country. The **FASPLINT FULLBODY®** and the **FASPLINT HALFBACK®** join our well known **EVAC-U-SPLINT®** Mattress as alternative solutions for proper spinal splinting. One of our vacuum immobilization products in conjunction with the CombiCarrierII, which serves as the ultimate patient transfer device, provides a winning combination to address the current changes in EMS patient handling protocols being implemented in various regions of the country.

The **CombiCarrierII®** continues to be well received by EMS organizations around the world. With its impeccable reputation for reliability and durability, the CombiCarrierII is the perfect solution to your customer's patient handling needs. Because it can be used for vehicle extrication situations and also functions as a scoop type stretcher, the CombiCarrierII is two products in one. The CombiCarrierII can also eliminate equipment loss. By separating in half, the CombiCarrierII can be easily removed from the patient when placed on the cot or upon delivery to the hospital, eliminating the need to leave the product behind at the receiving facility. This can be a major cost savings for your customer. We have also created an olive drab version of the CombiCarrierII for military customers and a compatible head immobilizer in black. Please call us for details.

The price on our Color-Coded BriteView® Laryngoscope Blades have remained the same and most of our top selling products have increased less than 3%. Some products necessitated a higher increase due to material and production costs. Your 2018 pricing information is attached. These prices will be effective with all orders received on or after January 1, 2018.

We appreciate your continued support of our innovative emergency care products and we remain committed to providing you with the high quality products backed by legendary customer service.

Cordially,



Gary R. Williams
President and CEO

MMS – A Medical Supply Company

13400 Lakefront Drive

Earth City, MO 63045

Teleflex

Mark J Reis

**2917 Weck Drive
Durham, NC 27709
USA**

**Phone. 919.544.8000
Mobile. 504.717.8383**

March 24, 2018

Teleflex appreciates your business and continued commitment to provide our products to your customers.

I wanted to provide you with documentation that your assigned pricing for some products increases on

January 1, 2018

Thank you for your support and understanding as we implement the increase. We value your business and look forward to our continued partnership.

Sincerely,

Mark J Reis

Director of Sales and Marketing, EMS

Teleflex

Dear Valued Customer,

This letter will confirm that effective 7/3/18 CONMED Corporation will implement price increases of 1.0% on some of its products.

As I'm sure you are aware, material and manufacturing costs have increased. CONMED has historically worked to offset and absorb the majority of the cost increases with productivity and sourcing actions and we will continue to do so.

Thank you for your continued support of CONMED Corporation

Jonathan Saporito

Pricing Analyst

jonathansaporito@conmed.com



2273 Larsen Road
P.O. Box 19031
Green Bay, WI 54307-9031
920-496-3040
www.littlerapids.com

May 2, 2018

Concordance Healthcare Solutions
1575 Aviation Center Pkwy
#402
Daytona Beach, FL 32114

Dear Pam,

This is to notify you that Graham item# 65244, Equipment Cover, has been discontinued with no remaining inventory.

Let me know if you should have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kim Peplinski". The script is cursive and fluid, with the first letters of the first and last names being capitalized and prominent.

Kim Peplinski

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*

June 8, 2018

Lisa Perkins, Municipal Contract Manager
REHRIG PACIFIC
7452 Presidents Drive
Orlando, FL 32809

VIA EMAIL TRANSMITTAL TO: lperkins@rehrig.com

BID: SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS AND PARTS
BID No.: 048-2510-15/JMA

CURRENT CONTRACT PERIOD: JULY 20, 2017 THRU JULY 19, 2018

Dear Ms. Perkins:

The Contract for "Supply of Injection Molded Mobile Refuse Containers and Parts" will expire on July 19, 2018. This contract allows for two (2) additional one-year renewals under the same terms and conditions. The City of Boynton Beach would like to renew this contract with Rehrig Pacific Company 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 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

cc: Davidson Monestime, Solid Waste Manager, Public Works
Adrianna Greco-Arencibia, Assistant to the Director, Public Works
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

BID: SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS AND PARTS
BID No.: 048-2510-15/JMA

CONTRACT RENEWAL PERIOD: JULY 20, 2018 THRU JULY 19, 2019

☒ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of July 20, 2018 thru July 19, 2019.

☐ No, I do not wish to renew the agreement for the following reason(s): _____

REHRIG PACIFIC COMPANY

Rehrig Pacific Company

NAME OF COMPANY

Lisa Perkins

NAME OF REPRESENTATIVE
(Please print)

June 8, 2018

DATE

lperkins@rehrig.com

E-MAIL ADDRESS

SIGNATURE

Municipal Contract Manager

TITLE

603-490-8722

(AREA CODE) TELEPHONE NUMBER

Primary Account Contact:

Matt Callier, Sales Representative
904-528-6139
mcallier@rehrig.com



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over \$10,000 for the month of May 2018.

EXPLANATION OF REQUEST:

Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: "Further, the City Manager, or in the City Manager's absence, the Acting City Manager is authorized to execute a purchase order on behalf of the City for such purchases under the \$25,000 bid threshold for personal property, commodities, and services, or \$75,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or Acting City Manager. Below is a list of the purchases for May 2018:

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount</u>
180950	Innovyze, Inc.	\$ 19,554.16
180957	L.A. Design, Inc.	\$ 24,500.00
180966	Dana Safety Supply, Inc.	\$ 10,570.00
180980	FAU Institute of Government	\$ 23,990.00
180981	Utility Metering Solutions	\$ 38,800.00
180984 & 180985	A-1 Air Solutions, LLC	\$ 18,149.41
180992	The Paving Lady, Inc.	\$ 31,825.00
180999	Pac-Van, Inc.	\$ 16,400.00
181000	Ten 8 Fire Equipment, Inc.	\$ 15,505.13
181010	Anzco, Inc.	\$ 11,800.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over \$10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager.

FISCAL IMPACT: Budgeted This Ordinance provides the impact of reducing paperwork by streamlining processes within the organization. This allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	Purchases over 10K backup-May 2018



CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER \$10,000
FOR MAY 2018

1. Vendor: Innovyze, Inc.		Purchase Amount:	\$19,554.16
Requesting Department:	Utilities	Contact Person:	Michael Low
		Date:	5/1/18
Brief Description of Purchase: License upgrade from existitng InfoSWMM Floating and Info Water Floating.			
Source for Purchase:	Sole Source	Fund Source:	401-2821-536-64-14 - \$12,750.00 401-2821-536-46-91 - \$6,804.16
2. Vendor: L.A. Design, Inc.		Purchase Amount:	\$24,500.00
Requesting Department:	City Manager Office	Contact Person:	Tim Howard
		Date:	5/2/18
Brief Description of Purchase: Relocation consulting services for temporary move.			
Source for Purchase:	Other - Architectural Services	Fund Source:	001-1214-512-49-17
3. Vendor: Dana Safety Supply, Inc.		Purchase Amount:	\$10,570.00
Requesting Department:	Police	Contact Person:	Capt. Zeller
		Date:	5/4/18
Brief Description of Purchase: Holster replacement for road patrol officers for new firearms.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2111-521-52-50 - \$8,570.00 001-2112-521-52-50 - \$2,000.00
4. Vendor: Fau Institute of Government		Purchase Amount:	\$23,990.00
Requesting Department:	Development	Contact Person:	Patsy Grissom
		Date:	5/9/18
Brief Description of Purchase: Evaluate and review the BTR function and make recommendations.			
Source for Purchase:	Other	Fund Source:	001-2411-524-34-40 - \$18,990.00 001-2419-559-49-17 - \$5,000.00
5. Vendor: Utility Metering Solutions		Purchase Amount:	\$38,800.00
Requesting Department:	Utilities	Contact Person:	Barb Conboy
		Date:	5/9/18
Brief Description of Purchase: Install 3rd Antenna for AMI Systems which will service the western part of the service area.			
Source for Purchase:	Three Written Quotes	Fund Source:	403-5000-533-65-02 WTR138

6. Vendor: A-1 Air Solutions, LLC		Purchase Amount:	\$18,149.41
Requesting Department:	Public Works	Contact Person:	Gail Mootz
		Date:	5/10/18
Brief Description of Purchase:			
PO #180984 - To purchase a BU-1 HVAC replacement unit for Public Works in the amount of \$5,650.			
PO #180985 - To purchase a RTU-1 HVAC replacement unit for PD 2 (FS 2) in the amount of \$12,499.41			
Source for Purchase:	Three Written Quotes	Fund Source:	303-4116-580-64-18 - \$5,650.00 GG1872 303-4119-580-64-18 - \$12,499.41 GG1870
7. Vendor: The Paving Lady, Inc.		Purchase Amount:	\$31,825.00
Requesting Department:	Public Works	Contact Person:	Gary Dunmyer
		Date:	5/14/18
Brief Description of Purchase:			
Drainage project for Public Works compound to alleviate flooding.			
Source for Purchase:	Three Written Quotes	Fund Source:	303-4116-580-62-01 GG1841
8. Vendor: Pac-Van, Inc.		Purchase Amount:	\$16,400.00
Requesting Department:	Police	Contact Person:	Capt. Zeller
		Date:	5/17/18
Brief Description of Purchase:			
Shipping containers to be utilized for storing City Assets & Police Department evidence while transitioning to our temporary location.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-1214-512-64-02
9. Vendor: Ten 8 Fire Equipment, Inc.		Purchase Amount:	\$15,505.13
Requesting Department:	Fire	Contact Person:	Deputy Chief Davidson
		Date:	5/17/18
Brief Description of Purchase:			
Fire Hose for new engine and for a spare station hose.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2210-522-52-67
10. Vendor: Anzco, Inc.		Purchase Amount:	\$11,800.00
Requesting Department:	Public Works	Contact Person:	Gail Mootz
		Date:	5/21/18
Brief Description of Purchase:			
Epoxy and level Tennis Center restroom floors.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2511-519-49-17

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180950
DATE: 05/01/18

VENDOR 17065


TO: INNOVYZE, INC.
XP SOFTWARE, INC.
6720 SW MACADAM AVE
STE 150
PORTLAND, OR 97219

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	INFOSWMM FLOATING (4,000 LINKS) UPGRADE One (1) InfoSWMM Floating license upgraded from existing infoSWMM fixed license.	4590.0000	4590.00
2	1.00	EA	INFOSWMM FLOATING (4000 LINKS) - INFOCARE UPGRADE	2448.3300	2448.33
3	1.00	EA	INFOWATER FLOATING (UNLIMITED LINKS) UPGRADE One InfoWater Floating Unlimited Links license upgrade from existing infoWater Fixed License.	8160.0000	8160.00
4	1.00	EA	INFOWATER FLOATING (UNLIMITED LINKS) - INFOCARE	4355.8300	4355.83

REMARKS:
LICENSE UPGRADE
SOLE SOURCE VENDOR
QUOTE #180353395

PROCUREMENT SERVICES:			P.O. TOTAL:	19554.16
ACCOUNT NO. SEE BELOW	PROJECT			

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180950
DATE: 05/01/18

VENDOR 17065

TO: INNOVYZE, INC.
XP SOFTWARE, INC.
6720 SW MACADAM AVE
STE 150
PORTLAND, OR 97219

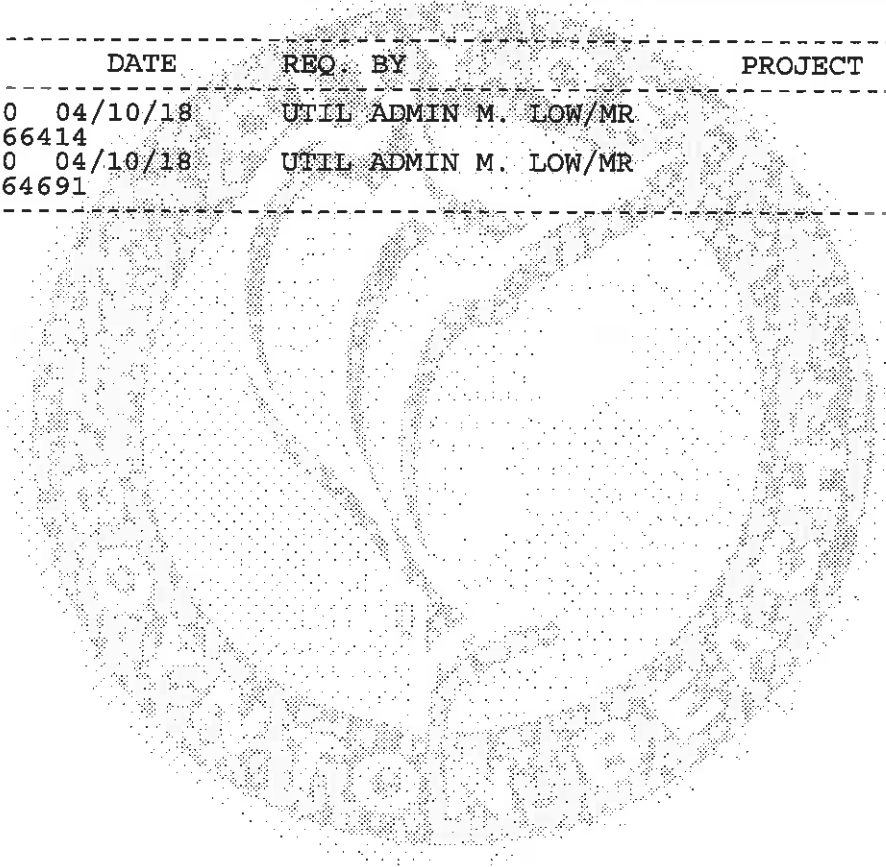
SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	---------------

* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000071100	04/10/18	UTIL ADMIN M. LOW/MR		12750.00
40128215366414				
0000071100	04/10/18	UTIL ADMIN M. LOW/MR		6804.16
40128215364691				



PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

PURCHASE REQUISITION NBR: 0000071100

REQUISITION BY: UTIL ADMIN M. LOW/MR

STATUS: DEPT APPROVAL
REASON: LICENSE UPGRADE FROM EXISTING INFOSWMM FLOATING AN

DATE: 4/10/18

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 17065 INNOVYZE, INC.

DELIVER BY DATE: 4/30/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1 INFOSWMM FLOATING (4,000 LINKS) UPGRADE
One (1) Infoswmm floating license upgraded from
existing infoswmm fixed license. PROC.
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: SOFTWARE LICENSES

2 INFOSWMM FLOATING (4000 LINKS) - INFOCARE UPGRADE
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: SOFTWARE LICENSES

3 INFOWATER FLOATING (UNLIMITED LINKS) UPGRADE
One Infowater floating unlimited links license
upgrade from existing infowater fixed license.
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: SOFTWARE LICENSES

4 INFOWATER FLOATING (UNLIMITED LINKS) - INFOCARE
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: SOFTWARE LICENSES

REQUISITION TOTAL: 19554.16

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	40128215366414	MACHINERY AND EQUIPMENT	100.00	4590.00
2	40128215364691	REPAIR/MAINTENANCE SVRS.	100.00	2448.33
3	40128215366414	SOFTWARE MAINTENANCE	100.00	8160.00
4	40128215364691	REPAIR/MAINTENANCE SVRS.	100.00	4355.83

19554.16

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

InfoWater Floating.

Sole Source

APPROVALS

City Manager [Signature] Date 4/10/18
Finance Dept. [Signature] Date 4/10/18
Risk Manager [Signature] Date 4/10/18
City Attorney [Signature] Date 4/10/18



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 10-Apr-18

Requesting Department: Utilities ADMIN

Contact Person: Michael Low

Explanation for Purchase:

License upgrade from existing InfoSWMM Floating and InfoWater Floating.
SOLE SOURCE

Recommended Vendor Innovyze, Inc

Dollar Amount of Purchase \$19,554.10

Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☒

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

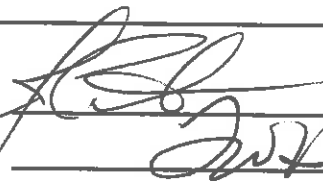
NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

401-2821-536-64-14 \$12,750.00, 401-2821-536-46-91 \$ 6804.16


Approvals:

Department Head



Date 4-11-18

Purchasing Agent



Date 4/12/18

Asst City Manager



Date _____

City Manager



Date 4/15/18

Quotation #180353395

Date of Quote: 26 March 2018

Your Account Team: Neil Vollen

Matt Grewe

SHIP TO

City of Boynton Beach FL

Michael Low

Boynton Beach, FL

P: (561) 742-6403

lowm@bbfl.us

BILL TO (If different from ship to)

Innovyze License Agreement stipulates that licenses are not transferrable and must be used at the location for which they are purchased.

Qty	Product	Unit Price	Total Amount
1	InfoSWMM Floating (4,000 Links) Upgrade One (1) InfoSWMM Floating (4,000 Links) license upgraded from existing InfoSWMM Fixed (4,000 Links) license. Full \$9,180 credit applied for existing InfoSWMM Fixed (4,000 Links) license.	\$13,770.00 -\$ 9,180.00	\$4,590.00
1	InfoSWMM Floating (4,000 Links) - InfoCare Upgrade Pro-Rated InfoCare: [\$2,755 - (\$1,840 x (2/12))] = \$2,448.33	\$2,755.00 -\$ 306.67	\$2,448.33
1	InfoWater Floating (Unlimited Links) Upgrade One (1) InfoWater Floating (Unlimited Links) license upgraded from existing InfoWater Fixed (Unlimited Links) license. Full \$16,320 credit applied for existing InfoWater Fixed (Unlimited Links) license.	\$24,480.00 -\$ 16,320.00	\$8,160.00
1	InfoWater Floating (Unlimited Links) - InfoCare Upgrade Pro-Rated InfoCare: [\$4,900 - (\$3,265 x (2/12))] = \$4,355.83	\$4,900.00 -\$ 544.17	\$4,355.83
	Read the Innovyze License & Annual Maintenance Agreement: http://innovyze.com/agreements	Tax	\$0.00
		FREIGHT/HANDLING	
		TOTAL (U.S. Dollars)	\$19,554.17

Quotation #180353395 is valid through: 25 April 2018

METHOD OF PAYMENT (Choose One)

☐ Signed Authorization (see below)

☐ Purchase Order No: 180950 (Terms = due on receipt)

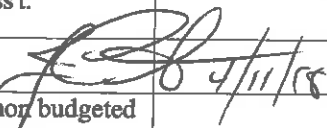
☐ Check No: N/A Date Mailed: _____

Make checks payable to Innovyze, Inc.

FEDERAL TAX ID: 59-3169325

(Date)


REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	04/10/2018
H.T.E. REQUISITION #	71100
Clerk:	MR
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or \$5000+):	

REASON FOR PURCHASE:

License upgrade from existing InfoSWMM Floating and InfoWater Floating.

SOLE SOURCE

VENDOR INFORMATION:	DIVISION:	OTHER INFORMATION:	
Name: Innovyze, Inc	Admin. <input checked="" type="checkbox"/> (X)	Date: 04/10/2018	ASAP <input checked="" type="checkbox"/> (X)
Address: 6720 SW Macadam Ave, Ste 150 Portland, OR 97219	Engineering <input type="checkbox"/> ()	Date Needed: 04/30/2018	Confirm. <input type="checkbox"/> ()
	Cust. Rel. <input type="checkbox"/> ()		ASAP/Conf. <input type="checkbox"/> ()
	Distribution <input type="checkbox"/> ()	BACKUP DOCS. SUBMITTED: Quotes/Verbal <input type="checkbox"/> () Quotes/Written <input type="checkbox"/> () (over \$500) Bid Docs. <input type="checkbox"/> () Sole Source Ltr. <input checked="" type="checkbox"/> (X)	DELIVERY:
Phone (contact): J. Erick Health, PE	Water Qual. <input type="checkbox"/> ()		E. Admin. 40 <input checked="" type="checkbox"/> (X)
	Pumping <input type="checkbox"/> ()		E. WTP 41 <input type="checkbox"/> ()
Vendor Number :17065	PWTreat. <input type="checkbox"/> ()		W. WTP 42 <input type="checkbox"/> ()
	Meter Serv. <input type="checkbox"/> ()		P/U 99 <input type="checkbox"/> ()
INITIATOR: M. Low, Utilities Deputy Director	Sewage <input type="checkbox"/> ()	Insurance Requirements: <input type="checkbox"/> ()	Special Instructions:
APPROVED:  4/11/18	Strmwtr. <input type="checkbox"/> ()		Project Number:

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	\$4590.00	InfoSWMM Floating (4,000 Links) Upgrade One (1) InfoSWMM Floating license upgraded from existing infoSWMM fixed license.	401	2821	536	64	14	\$4590.00
1	\$2448.33	InfoSWMM Floating (4000 Links)- Infocare Upgrade Prorated	401	2821	536	46	91	\$2448.33
1	\$8160.00	Infowater Floating (Unlimited Links) Upgrade One InfoWater Floating Unlimited Links license upgrade from existing infoWater Fixed License.	401	2821	536	64	14	\$8160.00
\$	4355.83	InfoWater Floating (Unlimited Links)- Infocare upgrade	401	2821	536	46	91	\$4355.83
			401	2821	536	64	14	\$12,750.00
			401	2821	536	46	91	\$6804.16
		TOTAL						\$19554.1

Krasnoff, Leah

From: Low, Michael
Sent: Thursday, April 12, 2018 10:47 AM
To: Krasnoff, Leah; Roberts, Melissa
Subject: RE: Req #71100 - Innovyze

Leah

They have confirmed that the PO is sufficient.

Thnaks,
Michael



Michael Low
Deputy Utilities Director / Manager, Technical Services
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
☎ 561-742-6403
✉ lowm@bbfl.us | 🌐 <http://www.boynton-beach.org/>



America's Gateway to the Gulfstream

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

From: Krasnoff, Leah
Sent: Thursday, April 12, 2018 9:44 AM
To: Roberts, Melissa <RobertsMe@bbfl.us>; Low, Michael <lowm@bbfl.us>
Subject: Req #71100 - Innovyze
Importance: High

Will this company accept our PO without signing the quote/agreement attached? If the quote/agreement in the amount of \$19,554.16 needs to be signed it will need Commission approval for City Manager to sign it.

Thank you,



Leah Krasnoff
Accounting Technician
Financial Services
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
☎ 561-742-6308
✉ KrasnoffL@bbfl.us | 🌐 <http://www.boynton-beach.org/>



America's Gateway to the Gulfstream

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



March 26, 2018

Michael Low
Deputy Utilities Director / Manager, Technical Services
Boynton Beach Utilities
124 E. Woolbright Rd.
Boynton Beach, FL 33435

Re: Sole Source for InfoWater and InfoSWMM

Dear Mr. Low:

This letter is to inform you that Innovyze, Inc. is the sole and exclusive developer, owner, and distributor of the InfoWater and InfoSWMM Software Packages, including all Suite versions, updates, upgrades, and Annual Maintenance. No one else is allowed to sell this software as we are the sole-source for manufacturing and distributing the software. We maintain exclusive rights to sell our software and we have no distributors.

If you have any questions, you can reach me at (626) 568-6855.

Sincerely,

A handwritten signature in black ink that reads "J. Erick Heath". The signature is written in a cursive, flowing style.

J. Erick Heath, P.E.
Vice President
Business Director - Americas
Innovyze, Inc.



March 2018

RE: CHANGE TO COMPANY NAME AND REGISTRATION DETAILS

Dear Client,

In May of this year, we announced that XP Solutions would be merging with Innovyze. Since then we have been steadily aligning our operations as part of our plan to integrate our two organizations. On Tuesday, October 31, 2017 we took the next step and consolidated our operating entities. Here's what you need to know about the resulting entity:

Company Information

Our company registration details are now: ***Innovyze Incorporated***, 6720 SW Macadam Ave., Suite 150, Portland, OR 97219, United States. Registered in Delaware, Tax ID # 59-3169325. DUNS # 931389506.

Bank & Payment Details

HSBC Bank, Paying in U.S. Dollars:

Account # 447004131

Routing transit number for wire transfer # 021001088

Routing transit number for ACH transfer # 123006389

SWIFT Code # MRMDUS33

Contracts & Agreements

All contracts and agreements with XP Software, Inc. have been transferred to Innovyze Inc. For those that are non-transferable, new agreements will be issued.

No Changes to Service & Contact Details

We are committed to providing the same great service and support. Should you need to contact us, please email your account manager at sales-americas@innovyze.com, or our Accounts team at usapinvoices@innovyze.com. All other contact details remain unchanged.

Yours sincerely

James Crough

James Crough
CFO, Innovyze



Innovyze Inc.
Corporate Headquarters
6720 SW Macadam Avenue,
Suite 150
Portland, Oregon 97219
USA

P: +1 888 554 5022
F: +1 503 961 7764

605 East Huntington Drive,
Suite 205
Monrovia, California 91016
USA

P: +1 626 568 6868

370 Interlocken Boulevard,
Suite 630
Broomfield, Colorado 80021
USA

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. XP Software Inc	
2 Business name/disregarded entity name, if different from above Innovyze Inc	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 6720 SW Macadam Ave Suite 150	Requester's name and address (optional)
6 City, state, and ZIP code Portland OR 97219	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
5	9	-	3	1	6	9	3	2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **09 MARCH 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

To: Finance Department

From: Utilities

Date: 04/30/18

Account Number	Description	* Budget Data Only			* Expend as of:	
		Present Budget	Adjustment Increase (Decrease)	Adjusted Budget	Expenditures & Encumbrances	Unencumbered Balance
401-2821-536,46-91	SOFTWARE MAINTENANCE	131,992	30,000	161,992	154,596	7,396
401-2821-536,64-14	COMPUTER SOFTWARE	22,000	13,000	35,000	20,000	15,000
401-2821-536,49-17	OTHER CONTRACTUAL SRVS	108,500	(43,000)	65,500	47,599	17,901
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
				0		0
TOTALS		262,492	0	262,492	222,195	40,297

Transfer needed for: Requisition #71100 - Licence Upgrade

Approvals:
Department Head:
Finance Department:
City Manager:

Budget Office Use Only
Document # _____
Group # _____
Posted By: _____

Page 213 of 633

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180957
DATE: 05/02/18

VENDOR 17090

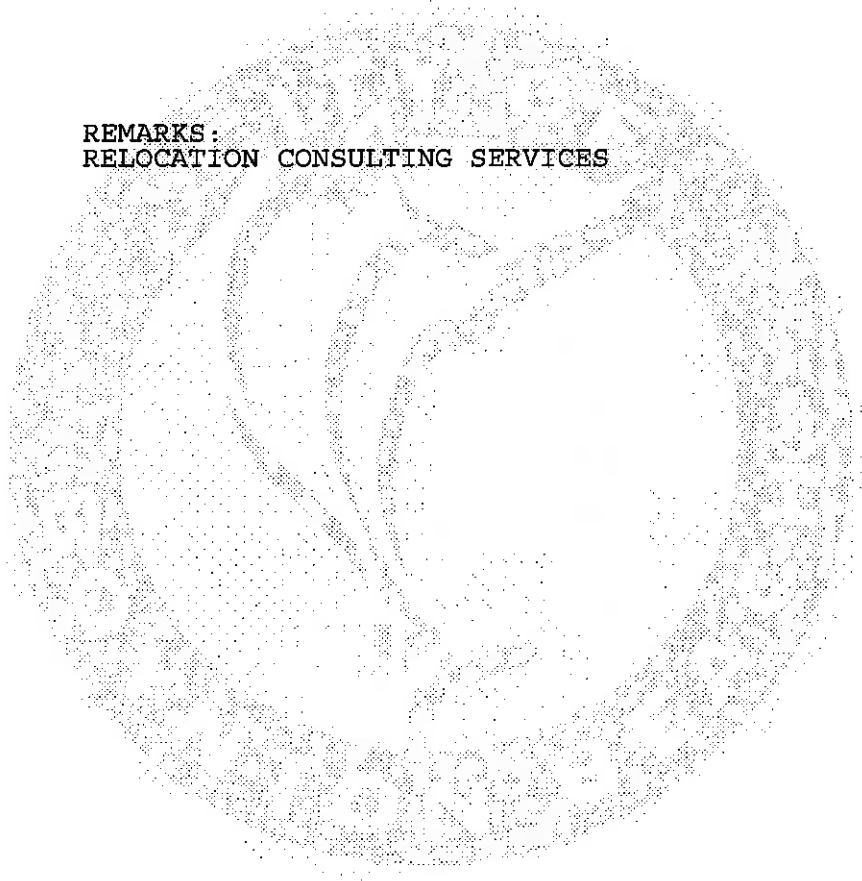
TO: L.A. DESIGN INC.
851 BROKEN SOUND PARKWAY
BOCA RATON, FL 33487


SHIP TO:
City of Boynton Beach
CITY MANAGER OFFICE
100 E. BOYNTON BCH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 71202	ORDERING DEPARTMENT: CITY MANAGER'S OFFICE		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	24500.00 DL	PLANNING SPACE EVALUATION FOR TEMPORARY MOVE.	1.0000	24500.00

REMARKS:
RELOCATION CONSULTING SERVICES



PROCUREMENT SERVICES:		P.O. TOTAL:	24500.00
ACCOUNT NO. 001-1214-512.49-17	PROJECT		



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 5/2/2018

Requesting Department: City Manager's Office

Contact Person: Tim Howard

Explanation for Purchase:

Relocation consulting services for temporary move.

Recommended Vendor L.A. Design, Inc.

Dollar Amount of Purchase \$24,500.00

Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☒

Architectural Svcs

Contract Number: _____

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

Fund Source for Purchase:

001-1214-512-49-17

Approvals:

Department Head

[Signature]

Date

5/2/18

Purchasing Agent

[Signature]

Date

5/2/18

Asst City Manager

Date

City Manager

[Signature]

Date

5/4/18

PURCHASE REQUISITION NBR: 0000071202
 STATUS: DEPT APPROVAL
 REASON: RELOCATION CONSULTING SERVICES
 SUGGESTED VENDOR: 17090 L.A. DESIGN INC.

DATE: 4/30/18
 DELIVER BY DATE: 6/30/18

REQUISITION BY: CITY MANAGER'S OFFICE
 SHIP TO LOCATION: CITY MANAGER

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PLANNING SPACE EVALUATION FOR TEMPORARY MOVE. COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	24500.00 DL	1.0000	24500.00	
REQUISITION TOTAL:					24500.00

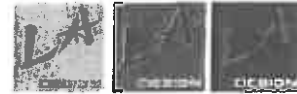
A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	OTHER CURRENT CHGS	PROJECT	AMOUNT
1	00112145124917	OTHER CONTRACTUAL SRVS	100.00	24500.00
				24500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 5/1/18
 Finance Dept [Signature] Date 4/23/18
 Risk Manager Date
 City Attorney Date



AA26003120

Mr. Colin Groff, P.E. Assistant City Manager
Public Services
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach, Florida 33435

RE: Relocation Consulting Services

Dear Mr. Groff,

Thank you very much for the opportunity to present our proposal for the above referenced project. It is our understanding that we shall provide Project Pre-Construction Services. These phases shall include Programming, Space Evaluation, and Planning services for the temporary relocation of the Administrative Departments, Police Station, and Library of approximately 80,000 SF total.

PROJECT AND SCOPE UNDERSTANDING:

The scope of the proposed work shall include the information provided to us during our last meeting. As follows:

1.0 PROJECT PLANNING AND ADMINISTRATION

- 1.1 Identify Team organization and protocol for obtaining and issuance of information.
- 1.2 Conduct Programming gathering sessions with City of Boynton Beach team to establish team responsibilities, methods of approval, project procedures and presentation of findings.
- 1.3 Assist in determining the overall project objectives including design criteria development, schedule including required phasing and project budget.
- 1.4 Utilizing our current plans from the previous build out, our team will verify any changes that have been made to date. A full MEP and Architectural survey be required in order to create the base plans for all test fits and space analysis.
- 1.5 Create Cad files for all existing conditions for purposes of creating new plans.

2.0 MACRO PROGRAMMING

- 2.1 Tour of existing facility to determine areas of concern and areas of desired redevelopment.
- 2.2 City of Boynton Beach to provide overall headcount charts for each department for basis of further programming data.
- 2.3 Develop interview scheduling meetings with various departments as deemed necessary by Team leaders.
- 2.4 Identify all City of Boynton Beach consultants/ vendors including AV, Kitchen, Security, IT as required to determine roles and responsibilities.

3.0 MICRO PROGRAMMING

- 3.1 Coordinate and schedule data gathering sessions with various City of Boynton Beach departmental or overall project management team.
- 3.2 Identify project scheduled details for phasing of work to be completed.
- 3.3 Gather the programming information through existing site surveys and interviews
Information should include:
- Headcount projections including growth factors
 - Departmental organization and agencies including work and traffic flow
 - Detailed account of support space including: Filing, Storage, Break rooms, etc.
 - Special use spaces including: Training areas, Conference Rooms, Computer room, etc.
 - Special requirements for: Safety, Security, HVAC, Telephone/Electrical/ Data, Computer and Plumbing.
 - Technology integration with Systems Furniture, AV, Signage, etc.
- 3.4 Review and analyze existing furniture systems and office furniture for re-use. Determine what new requirements for furniture will be necessary for new locations.
- 3.5 Prepare written program data with all summaries, test fits, standard, etc. for review and approval prior to space planning phase.

4.0 SPACE PLANNING

- 4.1 Upon written approval of the space analysis program we shall prepare preliminary space plans indicating all areas that are to remain unaltered and new areas identified for new construction.
- 4.2 Preliminary test fit plans shall be presented in 1/8" scaled AutoCAD format indicating building standard improvements such as partitions, doors, built-ins, and overall workstation/ office configurations etc.
- 4.3 Revisions shall be included as required to meet the program requirements. However, if additional changes are requested that are not reflected in the program, and the program is modified it may be deemed additional services.
- 4.4 Meeting minutes and results of review criteria and comments shall be provided after each meeting.

5.0 PRELIMINARY BUDGETING

- 5.1 Preliminary design documents shall be developed to include specifications of design options and alternatives and details for budgeting and pricing. These details shall include:
- Wall types
 - Glazing
 - Door options
 - Ceiling material options
 - Lighting options
 - Finish selections
- 5.2 At this stage, we shall confirm all pricing of the design to adhere to the project budget and any modifications shall be done to match the budget prior to entering into the construction documents.

6.0 FURNITURE, FIXTURES AND EQUIPMENT COORDINATION

- 6.1 Designer shall meet with the City of Boynton to review all existing furniture and equipment for relocation. Designer shall assist in establishing overall requirements for any new furniture items required to supplement existing as well as work with vendors to provide budgets for any new required purchases.
- 6.2 Programming of new furniture including requirements for each workstation type including components as well as individual offices and all specialty areas.
- 6.3 Final determination for furniture electrical locations, power requirements, and phone/data cabling requirements are specified. It will also be determined how to provide the source of power/data including power poles, floor outlets, etc.
- 6.4 Furniture floor plans shall include all workstations, files, and equipment and case good items.
- 6.5 Individual office furniture layouts shall be included.
- 6.6 Installation floor plans for furniture systems are provided by manufactures representative that shall be reviewed for compliance to the design specification for all new product.

7.0 FEE ALLOCATION SCHEDULE – NOT TO EXCEED \$ 24,500.00 Including reimbursables

<u>Project Phase</u>	<u>Fee based on 25,000 sf Administrative, 30,000 sf Police Station, and Library</u>
Programming	\$5,500.00
As Built- Field Survey Architectural and MEP	\$ 1,750.00
Space Planning	\$8,250.00
Preliminary Budgeting	\$ 8,000.00

HOURLY RATES

Hourly rates shall be billed for additional services as follows:

Architect/ Engineer	\$200.00/Hr.
Project Designer	\$195.00/Hr
CAD Technical Staff	\$185.00/Hr.

8.0 COMPENSATION REIMBURSEMENT EXPENSES- not to exceed \$ 1,000.00

- 8.1 Reimbursable expenses shall include but are not necessarily limited to the following:
All Printing and reproduction costs of: Plans shall be emailed to the Client's local reprographics company for all printing and deliveries.
- 8.2 The basic services and their corresponding fees may not necessarily represent the full scope of services required for the project. Work not specified in the above tasks will not be performed without prior written approval.
- 8.3 Services that may be required and are not included in this proposal may include but are not limited to the following: To be paid by Tenant

- Renderings
- Additional Space Plan Options or Program changes after approval.
- Additional Design Options – 2 schematic design schemes are included

- 8.4 Reimbursable expenses such as postage, courier service, reproductions, presentation materials and expenditures made shall be reimbursed at actual cost.
- 8.5 Payment for services: Invoices for services will be submitted for services rendered each month and will be due upon receipt. Payments not received within 30 days may be subject to a charge of 1.5% per month on the unpaid balance.

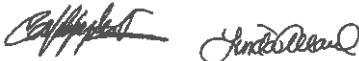
9.0 General Terms and Conditions

- 9.1 It is agreed that all services shall be rendered in good faith and in a professional manner. However, Architect cannot be responsible for the performance, quality, or timely completion furnished by Consultants or any other on the project.
- 9.2 It is agreed that either party upon seven (7) days written notifications may terminate this proposal. Upon termination, Architect shall be fully compensated for all services completed and any reimbursable expenses accrued to that date.
- 9.3 Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor the Consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.
- 9.4 To the maximum extent permitted by the law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of a not to exceed Consultant's fee. The limitation shall apply regardless of the cause of action or legal theory pled or asserted.

10.0 INVOICES

Signing in the space provided may indicate acceptance of the proposal. Please sign and return (1) one copy to L. A. Design, INC. and will serve as a notice to proceed. The above fees, terms and conditions are satisfactory and are hereby accepted. You are authorized to approve said services. Payment shall be billed monthly and per this agreement.

Sincerely,



Vice President, G. Midgley Jones Jr., Architect, FL-AR-0015447
Linda Allard, President

ACCEPTANCE OF PROPOSAL

Signing in the space provided may indicate acceptance of the proposal. Please sign and return (1) one copy and will serve as a notice to proceed. The above fees, terms and conditions are satisfactory and are hereby accepted. You are authorized to approve said services. Payment shall be billed monthly and per this agreement.

PROPOSAL ACCEPTED BY:

Company name

Date of Acceptance

Registered

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180966
DATE: 05/04/18

VENDOR 14295

TO: DANA SAFETY SUPPLY, INC.
4100 N POWERLINE RD
STE W4
POMPANO BEACH, FL 33073


SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	90.00	EA	MISC SAFARILAND #6360-8325-131 HOLSTER RIGHT HAND warehouse:drop 6360-8325-131 ALS/SLS mid ride level III retention duty holster, glock 17 GENS 4.5" BBL w/ ITI M3 light, TLR-1HL, surefire X200/X300/X300U, right hand	105.7000	9513.00
2	10.00	EA	MISC SAFARILAND #6360-8325-131 warehouse:drop 6360-8325-131 ALS/SLS mid ride level III retention duty holster, glock 17 GENS 4.5" BBL w/ ITI M3 light, TLR-1HL, surefire X200/X300/X300U, left hand	105.7000	1057.00

****Shipping included****

REMARKS:
NEW GUN HOLSTERS
QUOTE #243300
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL:	10570.00
ACCOUNT NO. SEE BELOW	PROJECT		

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180966
DATE: 05/04/18

VENDOR 14295

TO: DANA SAFETY SUPPLY, INC.
4100 N POWERLINE RD
STE W4
POMPANO BEACH, FL 33073

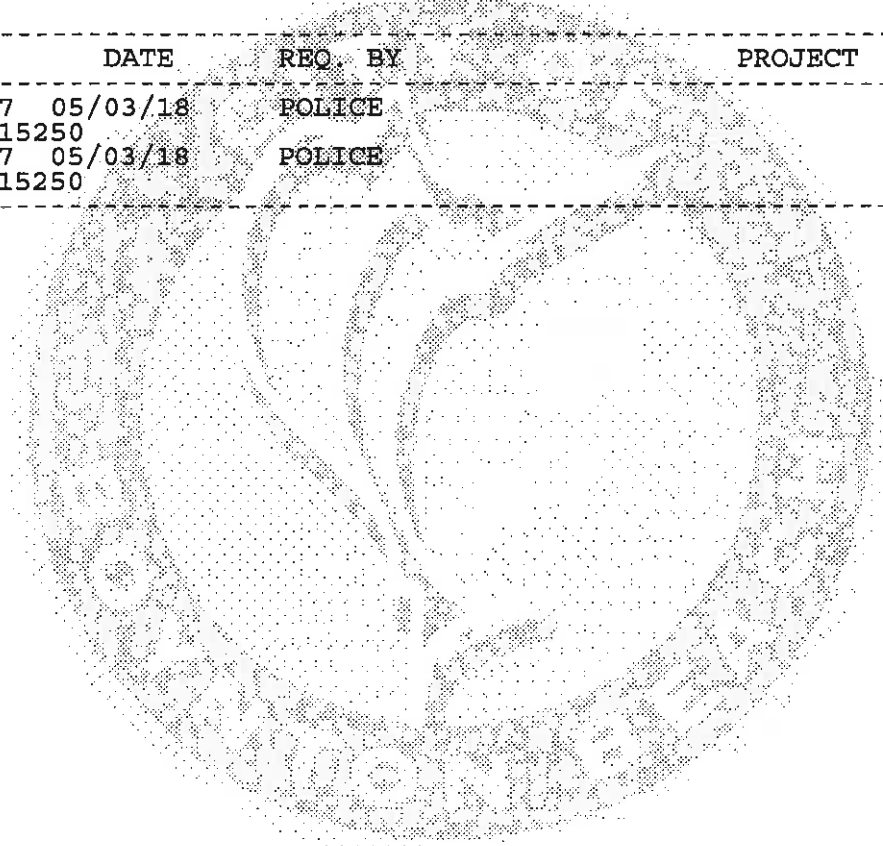
SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	---------------

* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR *

REQ/ACCT	DATE	REQ BY	PROJECT	AMOUNT
0000071227	05/03/18	POLICE		8570.00
00121115215250				
0000071227	05/03/18	POLICE		2000.00
00121125215250				



PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

PURCHASE REQUISITION NBR: 0000071227

STATUS: DEPT APPROVAL
REASON: NEW GUN HOLSTERS

DATE: 5/03/18

REQUISITION BY: POLICE

DELIVER BY DATE: 5/30/18

SUGGESTED VENDOR: 14295 DANA SAFETY SUPPLY, INC.

SHIP TO LOCATION: POLICE

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	MISC SAFARILAND #6360-8325-131 HOLSTER RIGHT HAND warehouse:drop 6360-8325-131 ALS/SLS mid ride level III retention duty holster, glock 17 GENS 4.5" BBL w/ ITI M3 light, TLR-IHL, surefire X200/X300, right hand COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMM: POLICE EQUIP & SUPPLIES	90.00	EA	105.7000	9513.00	
2	MISC SAFARILAND #6360-8325-131 warehouse:drop 6360-8325-131 ALS/SLS mid ride level III retention duty holster, glock 17 GENS 4.5" BBL w/ ITI M3 light, TLR-IHL, surefire X200/X300, left hand COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMM: POLICE EQUIP & SUPPLIES	10.00	EA	105.7000	1057.00	

****Shipping included****
COMMODITY: EQUIP MAINT & REPAIR SERV
SUBCOMM: POLICE EQUIP & SUPPLIES

REQUISITION TOTAL: 10570.00

REQUISITION QUOTES	VENDOR NAME
10570.0000	DANA SAFETY SUPPLY INC
10675.0000	LAWMENS AND SHOOTERS
11408.8100	CHIEF
14950.0000	GALLS

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00121115215250	OPERATING SUPPLIES	78.98	7513.00
1	00121125215250	RANGE SUPPLIES		
		OPERATING SUPPLIES	21.02	2000.00
2	00121115215250	RANGE SUPPLIES	100.00	1057.00
		OPERATING SUPPLIES		
		RANGE SUPPLIES		
				10570.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
4 quotes attached

APPROVALS

City Manager [Signature] Date 5/4/18
Finance Dept. [Signature] Date 5/3/18
Risk Manager [Signature] Date 5/3/18
City Attorney [Signature] Date 5/3/18



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

Date: 5/3/2018

Requesting Department: Police

Contact Person: M Zeller

Explanation for Purchase:

Holster replacement for road patrol officers for new firearms

Recommended Vendor Dana Safety Supply

Dollar Amount of Purchase 10570

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

001-2111-521-52-50, 001-2112-521-52-50

Approvals:

Department Head [Signature]

Date 5.3.18

Purchasing Agent [Signature]

Date 5/2/18

Asst City Manager _____

Date _____

City Manager [Signature]

Date 5/4/18

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	243300
Customer No.	BOYTO

Bill To
 BOYNTON BEACH POLICE DEPT
 100 E. BOYNTON BCH. BLVD
 BOYNTON BEACH, FL 33435

Ship To
 BOYNTON BEACH POLICE DEPT
 100 E. BOYNTON BCH. BLVD
 BOYNTON BEACH, FL 33435

Contact: MATT ZELLER
Telephone: 561-742-6132
E-mail: ZELLERM@BBFL.US

Contact: MATT ZELLER
Telephone: 561-742-6132
E-mail: ZELLERM@BBFL.US

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
05/02/18	GROUND	FOB DESTINATION	SAFARILAND	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jose Ferrando		Jose Ferrando	CAPT. ZELLER	85-8012621544C0	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
90	90	Y	MISC SAFARILAND # 6360-8325-131 HOLSTER RIGHT HAND Warehouse: DROP 6360-8325-131 ALS/SLS MID-RIDE LEVEL III RETENTION DUTY HOLSTER, GLOCK 17 GEN5 4.5" BBL W/ITI M3 LIGHT, TLR-I, TLR-IHL, SUREFIRE X200/X300/X300U, RIGHT HAND	105.7000	9,513.00
10	10	Y	MISC SAFARILAND #6360-8325-132 HOLSTER LEFT HAND Warehouse: DROP 6360-8325-131 ALS/SLS MID-RIDE LEVEL III RETENTION DUTY HOLSTER, GLOCK 17 GEN5 4.5" BBL W/ITI M3 LIGHT, TLR-I, TLR-IHL, SUREFIRE X200/X300/X300U, LEFT HAND	105.7000	1,057.00
SHIPPING INCLUDED					
Approved By: _____					
<input type="checkbox"/> Approve All Items & Quantities					
Quote Good for 30 Days					

Print Date	05/02/18
Print Time	04:11:17 PM
Page No.	1

Printed By: Jose Ferrando

Subtotal	10,570.00
Freight	0.00
Order Total	10,570.00



Lawmen's and Shooters' Supply, Inc.

7750 9th St. S.W.
Vero Beach, FL 32968-9298

Ph # (772) 569-8700

Fax # (772) 569-2955

www.lawmens.net

Bill to

CITY OF BOYNTON BEACH
FINANCIAL SERVICES DEPT.
PO BOX 310
BOYNTON BEACH, FL 334250310

Quote for Quantity # 46438

Pricing valid for quantity as quoted
& for 30 days after 5/2/2018

Customer
63BOYN

Buyer JEN PACIELLO

Email pacielloj@bbfl.us

Ph # 561-742-6309 Fax #

Ship to

CITY OF BOYNTON BEACH
WAREHOUSE
222 NE 9TH AVE
BOYNTON BEACH, FL 33435

Agreement for Payment of Partial Shipments on File :No / Is		Required to Separate P.O.'s per Vendor		
Tax Exemptions on File : F-2/19 CC S-7/22 C.S		Terms NET 30	FOB Destination	
Rep MANDY		Email MShepherd@lawmens.net		
Mfg Part #	Description	Unit Price	Qty Quoted	Total
6360-8325-131	SAFARILAND: 6360-8325-131: ALS/SLS MID-RIDE LEVEL III RETENTION DUTY HOLSTER, STX TAC, FITS: GLOCK 17 GEN 5, 4.5" BBL, WITH ITI M3 LIGHT, TLR-1, TLR-1 HL, SUREFIRE X200/X300/X300U, RIGHT HAND DRAW	106.75	90	9,607.50
6360-8325-132	SAFARILAND: 6360-8325-132: ALS/SLS MID-RIDE LEVEL III RETENTION DUTY HOLSTER, STX TAC, FITS: GLOCK 17 GEN 5, 4.5" BBL, WITH ITI M3 LIGHT, TLR-1, TLR-1 HL, SUREFIRE X200/X300/X300U, LEFT HAND DRAW	106.75	10	1,067.50
S & H	**ANY COMBINATION OF RIGHT & LEFT HAND HOLSTERS**	0.00	1	0.00
RESTOCKING...	SHIPPING & DELIVERY ARE PER MFG'S AVAILABILITY & INCLUDED IN THE PRICING ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO A 25% RESTOCKING FEE			
Thank you for your business. All returns are subject to a 20% restocking fee.		Subtotal		\$10,675.00
		Sales Tax (7.0%)		\$0.00
Contact for Bid Department: Contact Ph #		Customer's Purchasing Department : Contact Ph #		Total \$10,675.00



Quote

PSSR, LLC
2121 Distribution Center Dr.
Suite E
Charlotte NC 28269
United States

Date
Quote #
Acct. No.
Terms
Customer PO #
Sales Rep
Shipping Method

5/2/2018
214
300057
Net 30 Days
holster quote
Lisa DelCamp
Chief Fedex Ground

Bill To

Boynton Beach Police Dept
Accounts Payable
PO Box 310
Boynton Beach FL 33425-0310
United States

Ship To

Jen Paciello
Boynton Beach Police Department
3501 North Congress Ave
Boynton Beach FL 33436
United States

Item	Qty	Units	Description	Rate	Amount
SF6360-8325-131	50	EA	Model 6360 Als Level Iii Retention Duty Holster, Black, Right Hand, Glock 17 <u>GEN5</u> W Iti M3 Tir 1 Surefire X200 X300 4 5 Bbl, Stx Tactical	\$113.94	\$5,697.00
SF6360-8325-132	50	EA	Model 6360 Als Level Iii Retention Duty Holster, Black, Left Hand, Glock 17 <u>GEN5</u> W Iti M3 Tir 1 Surefire X200 X300 4 5 Bbl, Stx Tactical	\$113.94	\$5,697.00
Subtotal					\$11,394.00
Discount Total					
Tax Total (%)					\$0.00
Shipping Cost					\$14.81
Total					\$11,408.81

DISCOUNT APPLIED FOR TOTAL QTY OF 100+ ON HOLSTER MODEL#6360.5-2-18.LAD

I understand that any returns are subject to the return policies of the manufacturer (up to a 50% restocking charge) plus shipping and handling fees. I acknowledge that all items that are customized to a customer's specifications (includes but is not limited to badges, gun racks, embroidery, screen printing, heat press, and helmet fronts) cannot be returned unless it is the vendor's error. All customized items are required to be approved by the customer for accuracy prior to the order being submitted to the manufacturer. My written or electronic approval of this order as presented here confirms that I accept these terms and agree to pay all fees attributed to any error on my part. I confirm that I am an authorized purchaser and commit to forward any invoice for prompt payment processing. I understand that terms of payment are NET-30.

X_____



Quote

Customer: (5416400) CITY OF BOYNTON BEACH
Date: 05/02/2018
Sales Rep: MISTY HOLLAND

Page 1 of 1
Quote Number: 10461868
Quote Expiration: 07/31/2018

Sold To:
BOYNTON BEACH POLICE DEPT
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435
JEN PACIELLO

Ship To:
CITY OF BOYNTON BEACH
222 NE 9TH AVE
WAREHOUSE
BOYNTON BEACH, FL 33435
JEN PACIELLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	IFQUOTE	Item No. TBD Right hand holster 6360-8325-131	50		149.50	7,475.00
2	IFQUOTE	Item No. TBD Left hand holster 6360 8325 132	50		149.50	7,475.00

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 14,950.00
SHIPPING:
TAX.....
TOTAL.... 14,950.00

-----Export Restrictions - This may contain commodities restricted in the United States-----
International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40504
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (GS-07F-0157M) all other items are OPEN MARKET.

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180980
DATE: 05/09/18

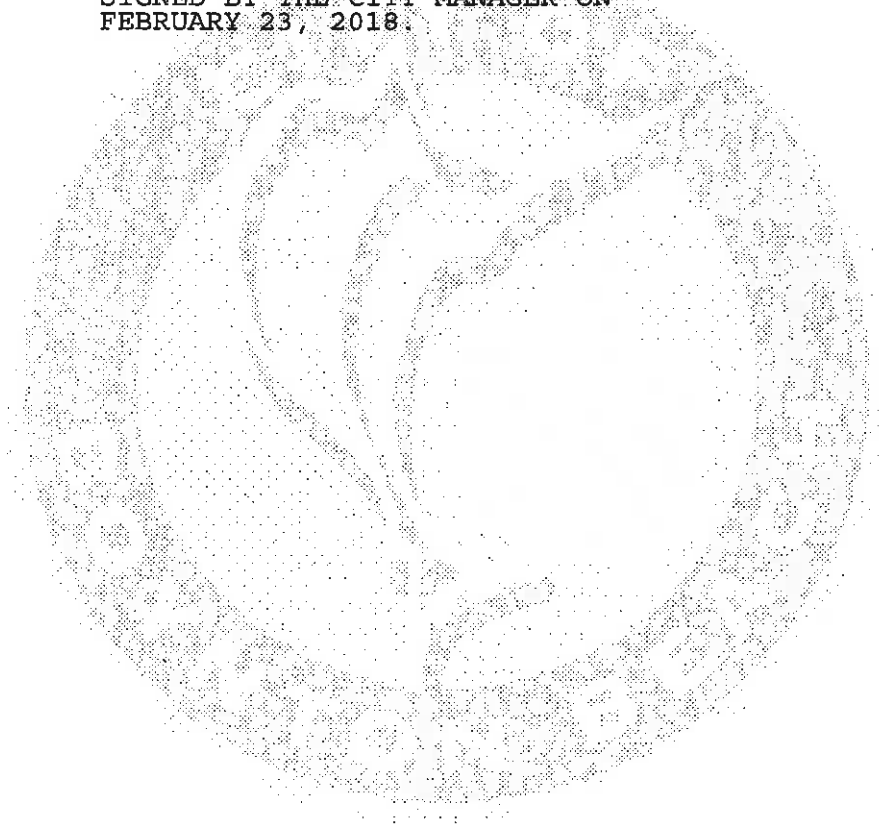
VENDOR 992


TO: FAU INSTITUTE OF GOVERNMENT
JOHN SCOTT DAILEY FL INST
BLDG 44, ROOM SO108
777 GLADES ROAD
BOCA RATON, FL 33431

SHIP TO:
City of Boynton Beach
DEVELOPMENT - WEST WING
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	23990.00	DL	EVALUATE AND RECOMENDATIONS OF BTR PROCESS AS OUTLINED IN THE PROFESSIONAL SERVICES AGREEMENT SIGNED BY THE CITY MANAGER ON FEBRUARY 23, 2018.	1.0000	23990.00



PROCUREMENT SERVICES:		P.O. TOTAL:	23990.00
ACCOUNT NO. SEE BELOW	PROJECT		

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180980
DATE: 05/09/18

VENDOR 992

TO: FAU INSTITUTE OF GOVERNMENT
JOHN SCOTT DAILEY FL INST
BLDG 44, ROOM S0108
777 GLADES ROAD
BOCA RATON, FL 33431

SHIP TO:
City of Boynton Beach
DEVELOPMENT - WEST WING
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	------------------

* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*

REQ/ACCT	DATE	REQ BY	PROJECT	AMOUNT
0000071144	04/19/18	PATSY GRISSOM		18990.00
00124115243440				
0000071144	04/19/18	PATSY GRISSOM		5000.00
00124195594917				

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	



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

Date: 5/30/2018

Requesting Department: Development

Contact Person: Patsy Grissom

Explanation for Purchase:

Evaluate and review the BTR function and make recommendations.

Recommended Vendor FAU Institute of Government

Dollar Amount of Purchase \$23,990.00

Source for Purchase (check and attach backup materials):

Three Written Quotations ☐

State Contract ☐

SNAPS ☐

Piggy-Back ☐

Emergency Purchase ☐

GSA ☐

PRIDE/RESPECT ☐

Sole Source ☐

Budgeted Item ☐

Other ☒

Contract Number: _____

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

Fund Source for Purchase:

001-2411-524-34-40 - \$18,990.00

001-2419-559-49-17 - \$5,000.00

Approvals:

Department Head [Signature]

Date 5/30/18

Purchasing Agent [Signature]

Date 5/31/18

Asst City Manager [Signature]

Date _____

City Manager [Signature]

Date 5/31/18

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000071144

STATUS: DEPT APPROVAL
REASON: BTR PROCESS EVALUATIONS

DATE: 4/19/18
DELIVER BY DATE: 4/20/18

SUGGESTED VENDOR: 992 FAU INSTITUTE OF GOVERNMENT

REQUISITION BY: PATSY GRISSOM

SHIP TO LOCATION: BUILDING/DEVELOPMENT

LINE
NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST

VENDOR PART NUMBER

1 EVALUATE AND RECOMENDATIONS OF BTR PROCESS AS
OUTLINED IN THE PROFESSIONAL SERVICES AGREEMENT
SIGNED BY THE CITY MANAGER ON FEBRUARY 23, 2018.
COMMODITY: CONSULTING SERVICES
SUBCOMMOD: ANALYTICAL STUDIES/SURV.

23990.00 DL 1.0000 23990.00

REQUISITION TOTAL: 23990.00

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT

1 00124115243440

1 00124195594917

PROJECT

OTHER CONTRACTUAL SRVS
TEMPORARY SERVICES
OTHER CURRENT CHGS
OTHER CONTRACTUAL SRVS

%

79.16

20.84

AMOUNT
18990.00

5000.00

23990.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager

Date 5/9/18

Finance Dept.

Date 5/4/18

Risk Manager

Date 5/1/18

City Attorney

Date

PURCHASE REQUISITION NBR: 0000071144

REQUISITION BY: PATSY GRISSOM

STATUS: PURCHASING APPROVAL
REASON: BTR PROCESS EVALUATIONS

DATE: 4/19/18

SHIP TO LOCATION: BUILDING/DEVELOPMENT

SUGGESTED VENDOR: 17029 MANAGEMENT PARTNERS, INC.

DELIVER BY DATE: 4/20/18

LINE NBR	DESCRIPTION	QUANTITY	UNIT	COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	------	------	----------------	--------------------

1 EVALUATE AND RECOMMENDATIONS OF BTR PROCESS
COMMODITY: CONSULTING SERVICES
SUBCOMMOD: ANALYTICAL STUDIES/SURV.

1.00 EA 5000.0000 5000.00

2 EVALUATE AND RECOMMENDATIONS OF BTR PROCESS
COMMODITY: CONSULTING SERVICES
SUBCOMMOD: ANALYTICAL STUDIES/SURV.

1.00 EA 18990.0000 18990.00

REQUISITION TOTAL: 23990.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	OTHER CURRENT CHGS	PROJECT	AMOUNT
1	00124195594917	OTHER CONTRACTUAL SRVS	100.00	5000.00
2	00124115243440	OTHER CONTRACTUAL SRVS TEMPORARY SERVICES	100.00	18990.00
				23990.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

[Signature]
5/2/18

Need Budget TFR FRM
001-2411-524-34-40 to 49-17

**FLORIDA ATLANTIC UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into as of FEBRUARY 23, 2018 ("Effective Date"), by and between the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida, on behalf of The John Scott Dailey Florida Institute of Government at Florida Atlantic University, with an address of 777 Glades Road, Building 44, Room 108, Boca Raton, FL 33431 ("FAU" or "University"), and City of Boynton Beach, with a business address of 100 East Boynton Beach Boulevard, Boynton Beach, FL 33435, ("Client").

In consideration of the mutual covenants and stipulations set forth herein, the parties hereby agree as follows:

1. University agrees to provide and Client agrees to accept the services set forth on Exhibit A attached hereto (the "Services") in accordance with the terms of this Agreement. University shall control the manner in which the Services are provided, giving due consideration to the requests of Client. Unless otherwise mutually agreed, the Services shall be performed at Client's premises.
2. This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein or extended by mutual written agreement of the parties, shall continue until the Services have been completed. University may terminate this Agreement at any time for any reason upon written notice to Client.
3. Client agrees to pay University for the Services during the term hereof in accordance with the rates and terms set forth on Exhibit A attached hereto. Unless otherwise specified, payments shall be due within thirty (30) days of receipt of a University invoice. Late payments shall bear interest at 1% per month.
4. The performance of the University of the Services shall be subject to and contingent upon the availability of funds appropriated by the state legislature or the prime funding agency, or otherwise lawfully expendable for the purpose of the Services for the current and future periods.
5. All documents, papers, letters or other material made or received in conjunction with the Services shall be subject to the provisions of Chapter 119, Florida Statutes.
6. Any renewals, amendments, alterations or modifications pertaining to the Services must be signed or initialed and approved by all parties.
7. The provision of the Services and the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. The University, as a public entity of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.
8. Neither party may, without the advance written approval of the other party, assign any right or delegate any duties pertaining to the Services.
9. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; war; embargoes, fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times

by which a party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

10. The University makes no warranties of any kind, express or implied, pertaining to the Services, and to the maximum extent permitted by law, disclaims all warranties and conditions, either express or implied, pertaining to the Services.

11. To the maximum extent permitted by law, in no event shall University be liable for any special, incidental, indirect, or consequential damages whatsoever, pertaining to the Services (including, without limitation, damages for loss of business profits, business interruption, or any other pecuniary loss, including legal fees), whether for a breach of contract, failure of essential purpose, negligence or otherwise, even if the party has been advised of the possibility of such damages.

12. Neither party may use or make reference to the other party or any trade names, trademarks, service marks, logos or other designations of the other party except to the extent and in the manner which is expressly provided for in writing by the other party.

13. University reserves all rights with respect to the Services and materials provided by University or the work-product developed by University in connection with the Services. Nothing herein shall purport to grant or convey any interest or right to the University's services, materials or work-product or grant any exclusivity with respect thereto

14. The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the CITY to perform the service;

Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435.
561-742-6061.
PYLEJ@BBFL.US

~~(This clause E must be in 14-point boldfaced type)~~

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF BOYNTON BEACH, FLORIDA

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES,
on behalf of The John Scott
Dailey Florida Institute of Government
at Florida Atlantic University

Lori Laverriere
Signature
LORI LAVERRIERE
Name
CITY MANAGER
Title
FEBRUARY 23, 2018
Date

Diane Algerin
Signature
Diane Algerin
Name
Senior Adviser, Academic Affairs
Title
2-13-18
Date

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University
2/21/18

EXHIBIT A

Submitted by The John Scott Dailey Florida Institute of
Government at Florida Atlantic University
In partnership with Management Partners

February 1, 2018

Proposed Plan of Work

Based on our experience with organization reviews and our understanding of the needs of the City of Boynton Beach, we have prepared a plan of work to achieve a thorough review of the BTR function. We will use three key techniques: interviewing staff and customers, mapping key processes, and facilitating a process improvement session. This framework is amenable to refinements, based on your input.

Activity	Tasks	Hours
1 – Start Project	Management Partners will begin the project by meeting with the assigned project manager and other appropriate senior management and/or staff. We will confirm project deliverables and due dates to ensure the project is completed on time and on budget and that our proposed scope of work is aligned precisely to meet your goals and objectives. We will also provide a data request at or prior to this meeting and will review the material collected by staff to identify any other data needs.	6
2 – Collect Data and Engage Staff	We will work with the project manager to identify and schedule appropriate staff for one-on-one interviews. Next, we will interview key employees to learn about their roles and responsibilities, gather feedback on process issues, discuss customer service challenges, and solicit ideas for improving the department's service delivery. The individual meetings will be confidential to the extent allowed by law. We will take general notes without identifying individuals, which can then be used to identify common themes and issues through an affinity analysis. As part of our research, we will collect and review documents such as ordinances, resolutions and fee	18

	<p>schedules; department and citywide customer service standards; existing practices, procedures and tools; job descriptions; workload statistics; and schedules. This includes existing software systems, technology, dashboards, benchmarking data, and other reporting mechanisms and performance measures used in the BTR process. We will also review other information such as existing desk manuals, process maps, and staff initiatives already underway to gain an understanding of technology currently in use or actively under consideration.</p> <p>Lastly, we will review industry standards and best practices for staffing, work processes, policies, and technology and assess their usefulness. Because not all best practices are suitable for every jurisdiction, we consider the unique organizational culture and community needs before recommending implementation of any specific approach. We understand an overarching goal is to move towards an automated, paperless and "same day service" process and system.</p>	
3 – Develop and Implement Transactional Survey	<p>We will collaborate with staff on a short, in-person/online "counter survey" that can be used to solicit customer satisfaction about personal interactions, ease of processes, and other key dimensions of their experience with the City. We can assist with implementation, then collect and analyze survey responses for the first quarter they are used.</p> <p>A tracking and reporting format will be instituted to allow for ongoing collection and analysis of point-of-contact customer satisfaction. If the City uses an annual or biennial resident or business survey, we will propose appropriate satisfaction questions for that as well.</p>	13
4 – Create High-Level Map of Processes	<p>Management Partners will work with staff to develop an "as is" map of the BTR process, with the goal of accurately identifying major steps that customers currently follow. We will work from staff's original research to develop a draft map that will be reviewed with the project team and then finalized. The completed process map will serve as one of the means of identifying improvements.</p>	26
5 – Identify Improvements	<p>Management Partners will meet with City staff to review the "as is" map, discuss potential changes in procedures, and discuss preliminary recommendations to reduce cycle time and improve the effectiveness of the process. Results of staff interviews and our team members' knowledge of best practices will be used to identify potential improvements or areas that warrant further study and analysis.</p>	30

6 – Report Results	<p>Once we have received feedback about the preliminary recommendations and improvement opportunities, we will prepare a draft report that includes our analysis and recommendations. Our report will provide the process map as well as common themes and issues, strengths of the process, and improvement opportunities.</p> <p>We will provide the draft for review and comment. We will then finalize the report, making revisions, as necessary, to address comments and questions from the project manager and members of the City's team.</p>	23
7 – Support Implementation	<p>Management Partners has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities, and for developing work plans. After completing the project report, we will prepare a draft Implementation Action Plan incorporating each recommendation in the project report. The draft action plan sets forth the steps required for implementation, assigns responsibility for action, and an assigned priority level (immediate, near or long term) for initiating each recommendation.</p> <p>The action plan is prepared as a draft and becomes final once the director integrates the action steps into the work of the department. The action plan offers an important management tool for actual implementation of the work reflected in the project report.</p>	6
TOTAL		122

In addition to above Exhibit A, a separate letter proposal dated December 4, 2017 to the City of Boynton Beach from Management Partners was accepted and approved by the City.

The total cost of this project is \$23,990, which includes all fees and expenses. We anticipate a kick off meeting and project commencement in February with report delivery in May 2018.

Additional Services

The work plan outlined in this proposal is solely for the BTR process. However, we understand that additional work may be desired by the City, which could include the phased approach to the development services business process reviews and organizational assessments or projects in other areas of the organization. Management Partners has the experience and skills to complete each of these projects and is willing to discuss additional phases to this project as well as other projects at your convenience. Should the City wish to engage us for additional services, we would develop and mutually agree on the scope and cost estimate for a task order for the City's approval of each project.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-0201

General Liability
Certificate of Coverage

Name Insured: Florida Atlantic University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2017

Expiration Date: July 1, 2018

A handwritten signature in black ink, appearing to read "J. J. Stewart", is positioned above the title "CHIEF FINANCIAL OFFICER".

CHIEF FINANCIAL OFFICER

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180981
DATE: 05/09/18

VENDOR 17088


TO: UTILITY METERING SOLUTIONS
XTRALIGHT MANUFACTURING
8812 FREY RD
HOUSTON, TX 77034

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 71180	ORDERING DEPARTMENT: UTIL MTR SERV/ MR	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	26500.00	DL	M400 NETWORK SETUP AND M400 ANTENNA INSTALL ON COMMERCIAL TOWER.	1.0000	26500.00
2	7500.00	DL	ELECTRICAL AND ANY OTHER TIME AND MATERIAL NEEDS	1.0000	7500.00
3	4800.00	DL	CONTINGENT WORK IF NEEDED	1.0000	4800.00

REMARKS:
INSTALL 3RD ANTENNA FOR AMI SYSTEMS WHICH WILL
SERVICE THE WESTERN PART OF THE SERVICE AREA.

PROCUREMENT SERVICES:		P.O. TOTAL: 38800.00
ACCOUNT NO. 403-5000-533.65-02	PROJECT WTR138	

PURCHASE REQUISITION NBR: 0000071180

REQUISITION BY: UTIL MTR SERV/ MR
SHIP TO LOCATION: EAST UTILITY ADMIN

STATUS: DEPT APPROVAL
REASON: INSTALLATION OF 3RD ANTENNA FOR AMI SYSTEMS
SUGGESTED VENDOR: 17088 UTILITY METERING SOLUTIONS

DATE: 4/25/18
DELIVER BY DATE: 7/31/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	M400 NETWORK SETUP AND M400 ANTENNA INSTALL ON COMMERCIAL TOWER. COMMODITY: RADIO & TELECOMMUNICATION SUBCOMMOD: ANTENNAS & ACCESSORIES	26500.00	DL	1.0000	26500.00	
2	ELECTRICAL AND ANY OTHER TIME AND MATERIAL NEEDS COMMODITY: RADIO & TELECOMMUNICATION SUBCOMMOD: ANTENNAS & ACCESSORIES	7500.00	DL	1.0000	7500.00	
3	CONTINGENT WORK IF NEEDED COMMODITY: RADIO & TELECOMMUNICATION SUBCOMMOD: ANTENNAS & ACCESSORIES	4800.00	DL	1.0000	4800.00	

REQUISITION TOTAL: 38800.00

REQUISITION QUOTES
VENDOR NAME
SL SERCO
AWSOLUTIONS

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	26500.00
2	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	7500.00
3	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	4800.00

38800.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONSTRUCTION AND PROJECT MANAGEMENT FOR INSTALL.
STARTING WITH ENG. PLANS PERMITTING AND
CONSTRUCTION OF THE 3RD ANTENNA FOR AUTOMATED
METER INFRASTRUCTURE SYSTEM(AMI). A 5 YEAR
AGREEMENT WAS APPROVED IN NOV 2017 TO CONTINUE
WITH SENSUS SMI. 3RD ANTENNA WOULD SERVICE THE
WESTERN PART OF THE SERVICE AREA.

NOT TO EXCEED 40,000

APPROVALS

City Manager [Signature] Date 5/1/18
Finance Dept. [Signature] Date 5/1/18
Risk Manager [Signature] Date 5-8-18
City Attorney [Signature] Date 5-8-18



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

Date: April 25, 2018

Requesting Department: Utilities

Contact Person: Barb Conboy

Explanation for Purchase:

See attached explanation. Historical references: AMI approvals -R17-110, R12-041, tower lease executed March 5, 2018. Structural Analysis December 21, 2017.

Recommended Vendor UMS - Utility Metering Solutions # 17088

Dollar Amount of Purchase Not to Exceed \$40,000

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

403-5000-533-65-02 WTR138

Approvals:

Department Head *[Signature]*

Date 4-25-18

Purchasing Agent *[Signature]*

Date 5/8/18

Asst City Manager _____


Date _____

City Manager *[Signature]*

Date 5/9/18

This request for purchase order is for project management and construction services, beginning with engineering plans, permitting and construction of the 3rd antenna for AMI (automated meter infrastructure system). Utilities embarked on the transition to AMI in May 2012 and substantial completion was achieved in Summer 2014. A 5 year agreement was approved in November 2017 to continue with Sensus AMI. In November 2017 Crown Castle USA (Tower company) was selected as the best option for 3rd antenna to optimize current readings in the western service area and prepare for growth in the NW service area. The need for a 3rd antenna was identified approximately at the substantial completion and verified with a revised propagation study that confirmed weaknesses that the City was experiencing in the western part of the service area. The 3rd unit was provided according to the initial contract and has been on site waiting for the appropriate tower siting and progress with the Tower Agreement and Structure analysis. Staff have been working with Crown Castle and recommended vendors for construction to obtain quotes, documentation etc. This is a full time job, and it is proposed that the 3rd antenna installation be completed with a 3rd party that will complete the plans, coordinate it through PBC permitting and perform the necessary construction to accomplish this by year end.

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	4-25-18
H.T.E. REQUISITION #	71180
Clerk:	MR
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or \$5000+):	

REASON FOR PURCHASE:			
Construction and project management to accomplish installation of 3 rd antenna for AMI systems			
VENDOR INFORMATION:		DIVISION:	OTHER INFORMATION:
Name: UMS	Admin. ()	Date: 4-24-18	ASAP (x)
Address: 7200 Falls of Neuse Road	Engineering ()	Date Needed: 7-31-18	Confirm. ()
Suite 100	Cust. Rel. ()		ASAP/Conf. ()
Raleigh, NC 27615	Distribution ()	BACKUP DOCS. SUBMITTED:	DELIVERY:
Phone (contact): 214-490-0937	Water Qual. ()	Quotes/Verbal ()	E. Admin. 40 ()
Joey Mitchell	Pumping ()	Quotes/Written (over \$2000) x	E. WTP 41 ()
Vendor Number : 17088	PWTreat. ()	Bid Docs. ()	W. WTP 42 ()
	Meter Serv. (x)	Sole Source Ltr. ()	P/U 99 ()
INITIATOR: Waneya Bryant/Barb Conboy	Sewage ()	Insurance Requirements: ()	Special Instructions:
APPROVED:	Strmwtr. ()		Project Number: WTR138

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	26,500	M400 Network Setup and M400 antenna installation on commercial tower						26500
1	7500	Electrical and any other time and material needs						7500
50	96.00	Contingent work – if needed						4800
			403	5000	538	65	02	\$38,800.

The City of Boynton Beach



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

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED: _____

VENDOR #1:	UMS
DATE:	4-23-18
CONTACT PERSON:	Joey Mitchell
PHONE NUMBER:	214-490-0937
QUOTE:	Comprehensive – project mgmt. and construction \$38,800 (not to exceed \$40,000)
VENDOR#2:	SL Serco
DATE:	3-19-18
CONTACT PERSON:	Wesley Gamble,
PHONE NUMBER:	931-307-3450
QUOTE:	Does not include the actual construction – only project management \$6,000/mo. estimated \$36,000 (6 months)
VENDOR #3:	AWSolutions
DATE:	3-16-18
CONTACT PERSON:	Roberto Rasalez
PHONE NUMBER:	407-260-0231 ext. 106
QUOTE:	Doesn't not include project mgmt., permit tracking and coordination \$25,496.64

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO

PURCHASING DEPT.

VENDOR #4:	Sensus
DATE:	3-16-18
CONTACT PERSON:	Brock Herrin
PHONE NUMBER:	561-254-1044
QUOTE:	\$195/hour – coordination only weekly conference calls

VENDOR #5:	B&T Group
DATE:	
CONTACT PERSON:	Kenton Wallace
PHONE NUMBER:	678-763-3247
QUOTE:	No quote – recommended by Crown Castle
VENDOR #4:	Kimley Horn
DATE:	
CONTACT PERSON:	Carrie Reinhart
PHONE NUMBER:	813-635-5528
QUOTE:	No quote – recommended by Crown Castle

- 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

3
4
5
6
7
8
9

11

12

13

14

15

16
17
18
19

20

21

22

23

24

25

26

27

28

29 with Sensus USA, Inc., on behalf of the City of Boynton Beach.

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

31 **PASSED AND ADOPTED** this 7th day of November, 2017.

32

33

CITY OF BOYNTON BEACH, FLORIDA

34

35

YES NO

36

37

Mayor – Steven B. Grant

✓

38

39

Vice Mayor – Justin Katz

✓

40

41

Commissioner – Mack McCray

✓

42

43

Commissioner – Christina L. Romelus

✓

44

45

Commissioner – Joe Casello

✓

46

47

VOTE 50

48

49

50 ATTEST:

51

52

53

54

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

55

56

57

58

59

(Corporate Seal)

60



Amended and Restated Advanced Metering Infrastructure (AMI) Agreement

between

City of Boynton Beach
("Customer")

and
Sensus USA Inc.
("Sensus")

WHEREAS, Customer and Sensus previously entered into an Advance Metering Infrastructure (AMI) Base Terms Agreement dated May 21, 2012 (the "Previous Agreement"); and

WHEREAS, the Previous Agreement ended on May 21, 2017; and

WHEREAS, the parties wish to ratify the continuation of the Previous Agreement through the Effective Date of this Agreement; and

WHEREAS, the parties wish to amend and restate the Previous Agreement by entering into this Amended and Restated AMI Agreement (the "Agreement"), and the terms and conditions of this Agreement shall control the relationship between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date which is the date of the last signature below and continue for five (5) Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: Tim Harriger
Name: Tim Harriger
Title: VP Sales, NA Water
Date: 12/5/2017

Customer: City of Boynton Beach

By: Lori LaVerriere
Name: Lori LaVerriere
Title: City Manager
Date: November 17, 2017

Pricing remains firm until 4/30/2018 ("Trigger Date")

All purchase orders shall be sent to the address provided by Sensus. Sensus may change this address upon notice to Customer.

Contents of this Agreement:

AMI Agreement

Exhibit A Software
Exhibit B Technical Support
Exhibit C Pricing
Exhibit D Statement of Work
Exhibit E Product Warranties
Exhibit F Propagation Analysis
Exhibit G through I are intentionally omitted

Customer order acknowledgements shall be sent to:
[insert email address or fax number]

Sensus shall send all invoices to: [insert mailing address, email address, fax number, as applicable]

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

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

17 DEC 10 AM 11:55
CITY CLERK'S OFFICE
CITY OF BOYNTON BEACH

AMI Agreement

1. Equipment.

A. Purchase of Equipment.

- i. **Equipment.** Customer shall purchase from Sensus the quantities and types of Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") set forth in Exhibit C at the prices set forth in Exhibit C.
- ii. **Delivery.** Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. All Equipment is shipped Ex Works shipping point, prepay freight and add. Title to, and property in, the Equipment shall pass to Customer upon shipment. Risk of loss of the Equipment shall also pass to Customer upon shipment.
- iii. **Project Number.** Customer shall include the Sensus project number on all Purchase Orders. Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent.
- iv. **Warranty.** The Equipment purchased directly from Sensus is warranted as set forth in this subsection (iv).
 - (a) Sensus warrants its water metering equipment and SmartPoint Modules according to the terms and conditions (including all limitations and exclusions) in the Sensus G-500 warranty, attached hereto as Exhibit E. To the extent the terms of the G-500 Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - (b) Sensus warrants all other goods, software, and services, except for the water metering equipment, according to the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, attached hereto as Exhibit E. To the extent the terms of the General Limited Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - (c) **Extended Warranty of RF Field Equipment.** Notwithstanding the foregoing, for each year that Customer pays for an extended basestation warranty, Sensus shall extend the warranty period of RF Field Equipment by twelve (12) months (the "Extended Warranty"). Following the expiration of the standard warranty period described in the General Limited Warranty, Customer shall pay for the Extended Warranty each year on an annual basis. If Customer ceases to purchase the Extended Warranty upon expiration of the previous warranty term, Customer shall not be entitled to purchase the Extended Warranty again. All of the limitations and exclusions of the General Limited Warranty shall apply during any extended warranty term. For clarity, batteries, labor, and other parts or services not provided by the General Limited Warranty are not covered by the Extended Warranty and such expenses shall be Customer's cost and responsibility.

B. Limitations and Exclusions. THE WARRANTIES IN THIS SECTION 1, THE G-500 WARRANTY, AND THE GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

C. Ongoing Maintenance of Equipment.

- i. **Field Devices.** Customer shall be responsible for the ongoing maintenance of the Field Devices. Customer shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement. For electricity products, Customer shall first test and confirm that each socket to which a Field Device will be connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair.
- ii. **RF Field Equipment.** Except as otherwise provided herein, Customer shall be responsible for the ongoing maintenance of the RF Field Equipment. Customer shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. Customer shall pay for electric power to the RF Field Equipment.

2. Services.

A. Installation of Equipment.

- i. **Generally.** The parties shall have their respective obligations for the deployment and operation of the AMI System as set forth in the Statement of Work attached as Exhibit D. The Statement of Work does not apply if Customer is purchasing Equipment from Sensus' authorized distributor.
- ii. **Field Devices.** Customer shall install the Field Devices at its End Users' premises, or other location as applicable. For electricity products, Customer shall first test and confirm that each socket to which a Network Device will be connected is in safe operating condition, is fully functional and is not "hot", damaged or otherwise in need of maintenance or repair.
- iii. **RF Field Equipment.** Sensus shall perform the propagation analysis in the Service Territory to determine where to locate the RF Field Equipment. For the prices set forth in Exhibit C, Sensus, or its subcontractor, shall perform Sensus' obligations in Exhibit D with regards to the RF Field Equipment installation. Customer shall perform Customer's obligations in Exhibit D with regards to the RF Field Equipment installation. The propagation analysis is attached hereto as Exhibit F.

B. Software Implementation. Sensus shall install and configure the Software and shall install the Software on the Server Hardware.

C. IT Systems Integration Services. Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

D. Technical Support. Sensus shall provide Customer the technical support set forth in Exhibit B.

E. Project Management. Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.

F. Training. Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.

3. Software.

A. Software as a Service (SaaS). Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.

B. UCITA. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

4. Spectrum

A. Spectrum Lease. The parties previously entered into a spectrum manager lease on May 21, 2012 (the "Spectrum Lease"), which is hereby specifically incorporated by reference. To the extent the Spectrum Lease may be interpreted to have expired in May 2017, the parties hereby ratify the extension of the Spectrum Lease to continue unchanged and unaffected from May 21, 2012 through the end of the Term of this Agreement, subject to the terms and conditions of the Spectrum Lease.

Bryant, Waneya

From: Joey Mitchell <joey.mitchell@umswater.com>
Sent: Wednesday, April 18, 2018 9:26 PM
To: Bryant, Waneya
Cc: Kristina Woodruff; Casimir, Charles
Subject: Re: UMS Follow Up: Tower Installation
Attachments: UMS Network Services v2 (m400 setup).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Waneya,

I hope you are doing great! My tower crew has reviewed the site on google maps and requirements I have sent them. I have now provided a solid quote for the installation of the m400. The only thing that it does not include is the electrical connections, trenching, etc. If you choose to go with UMS I will send a man out to survey the site and work with the tower owner to develop the requirements and provide you and time and materials quote separately. We can begin this work with in two (2) weeks of receiving a PO.

As requested I have provided you a contingency budget on this quote that we would utilize to for the above expenses and also any miscellaneous expenses such as permits etc. We would only charge actual expenses incurred.

Let me know if you have any questions / next steps.

Thanks,

Joey

JOEY MITCHELL
Vice President | UMS, A Division of XtraLight
7200 Falls of Neuse Road, Ste. 100, Raleigh, NC 27615
(e) joey.mitchell@umswater.com
(c) 214-490-0937
www.umswater.com

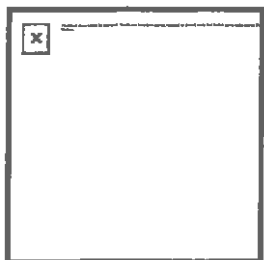
From: Waneya Bryant <BryantW@bbfl.us>
Date: Friday, April 13, 2018 at 8:20 AM
To: Joey Mitchell <joey.mitchell@umswater.com>, Charles Casimir <casimirc@bbfl.us>
Cc: Kristina Woodruff <kristina.woodruff@umswater.com>
Subject: RE: UMS Follow Up: Tower Installation

Good morning!

My apologies for the late response, it has been busy this week.

Thank you for your continued attention to our project. I wanted to provide the info you requested because we do want a good installation quote.

Please see the answers in red below:



Waneya Bryant
Supervisor of Meter Services
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
☎ 561-742-6427
✉ BryantW@bbfl.us | 🌐 <http://www.boynton-beach.org/>
🐦 📘

America's Gateway to the Gulfstream

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

From: Joey Mitchell [mailto:joey.mitchell@umswater.com]
Sent: Tuesday, April 10, 2018 11:14 AM
To: Bryant, Waneya <BryantW@bbfl.us>; Casimir, Charles <casimirc@bbfl.us>
Cc: Kristina Woodruff <kristina.woodruff@umswater.com>
Subject: Re: UMS Follow Up: Tower Installation

Waneya,

I hope this note finds you well. I know you were on vacation last week when I emailed this out, so I wanted to reach back out to see if you had an opportunity to review yet. Also I have my tower installation group asking me a few questions on this project so I could provide you a better budget number on the installation budget I provided.

Some of those questions are:

1. What is the address to the tower - so they can look at it on google earth
11051 S Military Tr, BB FL 33436; Crown Castle Tower Site W12, BU 842787
 2. Do you require antenna mounting brackets, coax cable etc?
Yes, we will need the coax cable, mounting bracket, etc. We will also need an "H" frame at ground level to mount the M400 unit.
 3. Do you need them to run power to the m400 or is that already at the mounting site.
Yes, power will need to be run over to the M400 unit.
- Anyway, let me know what you think of our proposal and if you can answer the questions above I can get you a better budget number on the installation.

Thanks,

Joey

Joey Mitchell
Vice President

214-490-0937
Get Outlook for iOS

From: Joey Mitchell
Sent: Friday, April 6, 2018 9:31:15 AM
To: Bryant, Waneya; Casimir, Charles
Cc: Kristina Woodruff
Subject: Re: UMS Follow Up: Tower Installation

Good Morning Waneya,

Attached you will find the quote for the coordination of the m400 installation and included a budget for the installation you requested. I have also attached a standard statement of our qualifications for your reference.

A final price could be provided for the actual installation once a tower site visit is conducted.

I am coping Kristina, my coordinator on this note who can provide you any additional documentation if you choose to move forward with UMS on the project.

Don't hesitate to reach out with any questions.

Thanks,

Joey

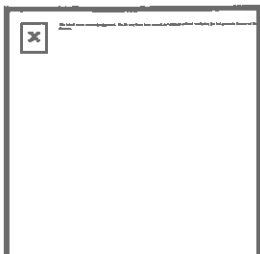
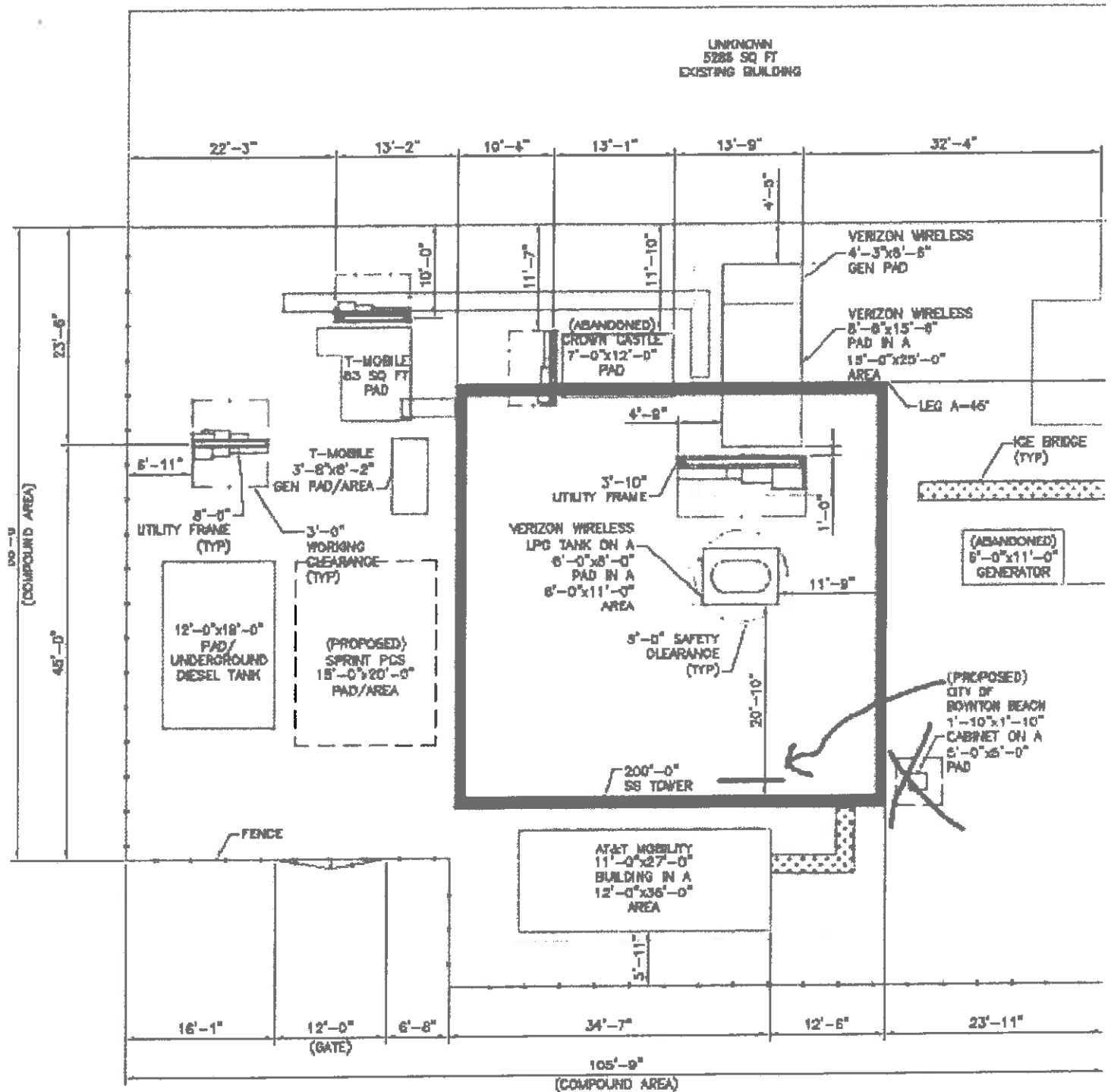
JOEY MITCHELL
Vice President | UMS, A Division of XtraLight
7200 Falls of Neuse Road, Ste. 100, Raleigh, NC 27615
(e) joey.mitchell@umswater.com
(c) 214-490-0937
www.umswater.com

From: Waneya Bryant <BryantW@bbfl.us>
Date: Monday, April 2, 2018 at 4:23 PM
To: Joey Mitchell <joey.mitchell@umswater.com>, Charles Casimir <casimirc@bbfl.us>
Subject: RE: UMS Follow Up: Tower Installation

Hi Joey!

Thanks for getting back to us as promised. It looks like you captured most of what we discussed. The only thing missing was electric hookup coordination. I did not see mention of the "H" frame but that may fall under the etc. And yes, please include budget pricing for the actual antenna installation.

Below is a site map and pictures are attached:



Waneya Bryant
Supervisor of Meter Services
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
561-742-6427



America's Gateway to the Gulfstream

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

From: Joey Mitchell [<mailto:joey.mitchell@umswater.com>]
Sent: Monday, April 02, 2018 2:42 PM
To: Bryant, Waneya <BryantW@bbfl.us>; Casimir, Charles <casimirc@bbfl.us>
Subject: UMS Follow Up: Tower Installation
Importance: High

Waneya and Charles,

It was a pleasure to meet you last week to discuss your needs to have a new m400 installed and the potential support you may need to transition from Logic to Sensus Analytics.

As a follow up to our conversation I wanted to send you a high level scope of work based on our conversation last week. Could you please review to make sure I captured all your needs properly?

I also wanted to see if you wanted me to provide budget pricing for the actual antenna installation? Typically, the installation price is provided after the site survey, but if you have a few pictures that you could send me of the tower location, that could help expedite this.

Let me know if you have any questions,

Thanks,

Joey

JOEY MITCHELL
Vice President | UMS, A Division of XtraLight
7200 Falls of Neuse Road, Ste. 100, Raleigh, NC 27615
(e) joey.mitchell@umswater.com
(c) 214-490-0937
www.umswater.com

Antenna Installation and Design



Roberto Rosalez
 A W Solutions, Inc.
 309 Crown Oak Centre Drive
 Longwood, FL 32750
 roberto.rosalez@awsolutionsinc.com
 407-260-0231 Ext 106

Anticipated Date of Service:
TBD
Requested By:
Wanya Bryant
Bid Due Date & Time:
3/16/18 - 3:00pm EST
Submitted To:
Boyd W. Williams

City Of Boynton Beach
 124 E. Woolbright Rd.
 Boynton Beach , FL 33435

Description			Quote for Services	
Construction Units	Quantity	UOM	Unit Price	Extended Price
H-Frame (Radio Equipment)	1	Each	\$1,588.73	\$1,588.73
Antenna/ Line/ Radio Install	1	Site	\$5,747.82	\$5,747.82
Electrical / Underground	1	Site	\$9,390.80	\$9,390.80
Sweep Testing	1	Site	\$1,295.29	\$1,295.29
Site Visit	1	Site	\$580.00	\$580.00
Construction Drawings	1	Site	\$2,140.00	\$2,140.00
Professional Engineer Sign & Seal	1	Site	\$321.00	\$321.00
ADDERS	Quantity	UOM	Unit Price	Extended Price
Permitting (Fees)	1	Site	\$1,999.00	\$1,999.00
MATERIALS	Quantity	UOM	Unit Price	Extended Price
7/8 Coax	180	Ft	\$5.28	\$844.80
Hangers, Hoisting, Grounding and Connectors	1	Site	\$691.20	\$691.20
Mount (SitePro USF-2U and TAM-LL Leg Adpter (shipping Included)	1	Ea	\$750.00	\$750.00
Hardware	1	Site	\$150.00	\$150.00
			Total Bid Price:	\$25,496.64

Antenna Installation and Design



Roberto Rosalez
A W Solutions, Inc.
300 Crown Oak Centre Drive
Longwood, FL 32750
roberto.rosalez@awsolutionsinc.com
407-260-0231 Ext 106

Anticipated Date of Service:
TBD
Requested By:
Wanya Bryant
Bid Due Date & Time:
3/16/18 - 3:00pm EST
Submitted To:
Bryan Wobblus

City Of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach , FL 33435

Bid Clarifications
Assume 65' of UG conduit for electric
Assume all can be completed in one Mob no client delays and all client materials provided to the site
No radio commissioning or configuration or coverage testing included
All regulatory and zoning will be handled by others. Services not included or quoted here: land survey and 1A Letter, elevation certification, tower structural analysis, tower modifications, drainage calculations, FCC Filing, FAA Filing, Public Notice, Phase 1 ESA, NEPA (full report, including U.S. Fish and Wildlife Review), Archaeology & SHPO File Review, Environmental Assessment, Tribal Consultation, and Title Search.



Statement of Work

Boynton Beach, FL - Crown Castle TGB Installation Project Management

3/19/2018

Presented by:
Wesley Gamble, Regional Manager
Mobile: 931-307-3450
wesley.gamble@sl-serco.com

Executive Summary

Thank you for requesting our services. Clear procedures, shared timelines, and strong communication are highly valued by SL-serco, and essential to ensuring a successful project. This Statement of Work will define the project's scope and each party's responsibilities as they pertain to the services being provided.

Client Name	Boynton Beach
Client Contact	Waneya Bryant
Project Name	Crown Castle TGB Installation Project Management
Engagement Duration	7 Months
Begin Date	3/19/2018
End Date	9/28/2018

Work Requirements

SL-serco will dedicate resources for the proposed project upon mutual agreement of terms defined within this Statement of Work.

SL-serco Responsibilities

- Identify installer – get quotes to include H Frame and all site construction needs
- Obtain construction permits
- Coordinate wind loading study
- Coordinate electric service
- Oversee installation
- Obtain backhaul
- Commission TGB and Backhaul

Boynton Beach Responsibilities

- Communicate a method to place and monitor status of orders
- Provide assistance on any items requiring Utility interaction
- Communicate an escalation path for issues
- Tracking and payment of invoices within 30-day terms
- Provide feedback as needed throughout the project as well as at the end

Schedule of Rates

SL-serco will bill Boynton Beach at the end of each month.

Item Description	Rate
Project Management - Monthly	\$6,000.00
Trips	Cost + 10%

Change Management Process

In providing this Statement of Work, responsibilities have been assumed in regard to the scope and requirements of our proposed services; the above pricing is predicated on those assumptions. We do our best to anticipate all potential project requirements. Should any additions or changes be requested that are beyond the Scope and Requirements outlined above, they must be submitted in writing to Wesley Gamble and a new Statement of Work must be drafted and approved by all parties.

Terms and Conditions

The services outlined above will be provided on a contractual basis for the stated price, following mutual agreement and signing of this Statement of Work. SL-serco will require payment of invoices within 30-day terms. Any services required beyond the scope of this Statement of Work must be negotiated through the Change Management Process.

Acceptance and Authorization

SL-serco is honored to provide you this project quote. Terms and prices are valid for 30 days from this Statement's date of issue. Your signature below will signify your acceptance of these terms and prices, and serve to authorize our engagement on this project.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

Full Name

Title

Signature

Date

Laurie Allen

Full Name

CFO

Title

Signature

3/19/2018

Date

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180984
DATE: 05/10/18


VENDOR 16960

TO: A-1 AIR SOLUTIONS, LLC
849 SW 20TH AVENUE
OKEECHOBEE, FL 34974

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71195	ORDERING DEPARTMENT: FACILITIES/JL	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1400.00 DL	INSTALLATION LABOR Replace the existing 1.5 ton unit with Bard unit. We will provide 1 new Bard wall mounted A/C unit to include all labor and material to professionally install unit on the existing wall location. This unit will come with aux-heat matching that of the original equipment. We will be reusing the existing working electrical disconnect and thermostat already in place.	1.0000	1400.00
2	785.00 DL	MATERIAL 1. Remove the existing equipment to include proper disposal of old equipment and related material. 2. Will remove equipment from outside high wall location. 3. Provide all install 1 BARD WI 8A2-A00 wall mounted A/C 1.5ton unit, 2.0/230 volt 1 4. Provide all mounting hardware, installation material and sealing material required to professionally install new unit. TCI will reconnect to existing controls and power service. 5. Provide start-up and operational function check of equipment.	1.0000	785.00

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 303-4116-580.64-18	PROJECT GG1872	

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180984
DATE: 05/10/18

VENDOR 16960

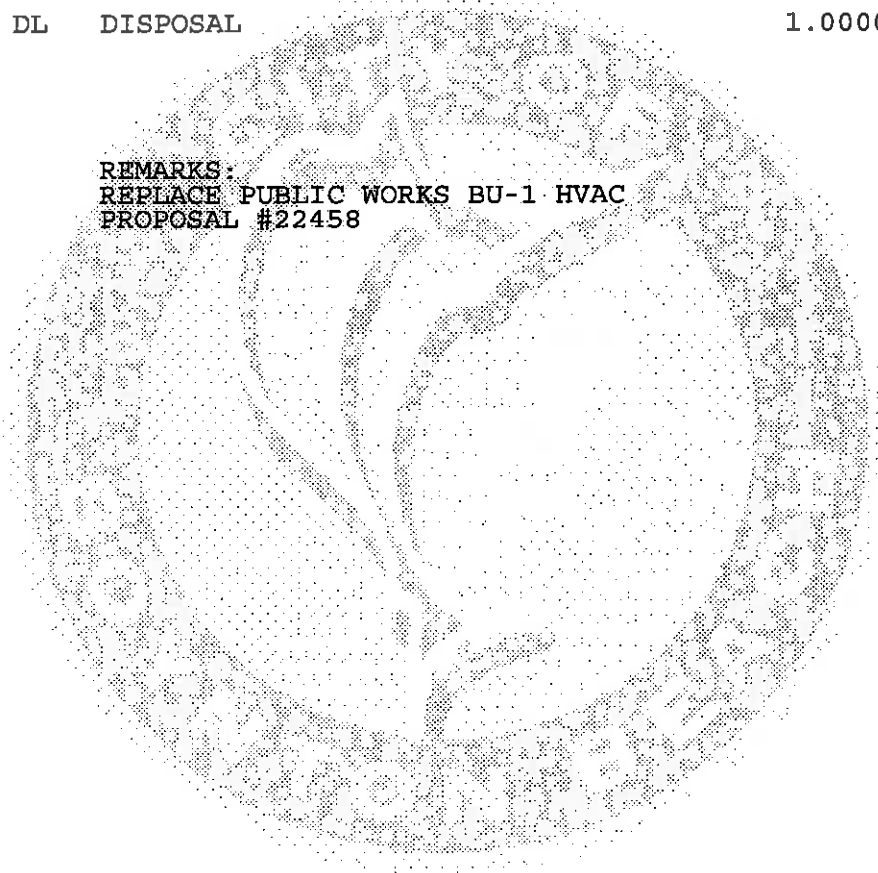
TO: A-1 AIR SOLUTIONS, LLC
849 SW 20TH AVENUE
OKEECHOBEE, FL 34974

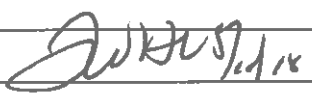
SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71195	ORDERING DEPARTMENT: FACILITIES/JL		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
3	3285.00	DL	EQUIPMENT	1.0000	3285.00
4	180.00	DL	DISPOSAL	1.0000	180.00

REMARKS:
REPLACE PUBLIC WORKS BU-1 HVAC
PROPOSAL #22458



PROCUREMENT SERVICES:		P.O. TOTAL:	5650.00
ACCOUNT NO. 303-4116-580.64-18	PROJECT GG1872		

PURCHASE REQUISITION NBR: 0000071195

REQUISITION BY: FACILITIES/JL

STATUS: DEPT APPROVAL
REASON: PUBLIC WORKS BU-1 HVAC REPLACEMENT

DATE: 4/27/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC

DELIVER BY DATE: 4/30/18

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	--------------	--------------	----------------	--------------------

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	MACHINERY AND EQUIPMENT	PROJECT	%	AMOUNT
1	30341165806418	AIR CONDITIONERS	GG1872	100.00	1400.00
2	30341165806418	MACHINERY AND EQUIPMENT	Public Works BU1 - HVAC	100.00	785.00
3	30341165806418	AIR CONDITIONERS	GG1872	100.00	3285.00
4	30341165806418	MACHINERY AND EQUIPMENT	Public Works BU1 - HVAC	100.00	180.00
		AIR CONDITIONERS	Public Works BU1 - HVAC		5650.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Reg 71192 = \$ 12499.41
Reg. 71195 = \$ 5650.00
Total = \$ 18149.41

APPROVALS

City Manager [Signature] Date 5/14/18
Finance Dept. [Signature] Date 5/16/18
Risk Manager good per Risk 5/2/18
City Attorney [Signature] Date



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

Date: 5/1/2018

Requesting Department: PW/Facilities

Contact Person: Gail Mootz

Explanation for Purchase:

To purchase a BU-1 HVAC Replacement Unit for Public Works in the amount of \$5,650.00 and to purchase a RTU-1 HVAC Replacement Unit for PD 2 (FS2) in the amount of \$12,499.41

Recommended Vendor A-1 Air Solutions

Dollar Amount of Purchase \$ 18,149.41

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE

☐

SNAPS

☐

RESPECT

☐

Piggy-Back

☐

Sole Source

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

The unit for Public Works is utilizing account # 303-4116-580-64-18 project #GG1872 and the unit for PD is utilizing account #303-4119-580-64-18 project #GG1870.

Approvals:

Department Head

[Signature]

Date 5/2/18

Purchasing Agent

[Signature]

Date 5/2/18

Asst City Manager

Date _____

City Manager

[Signature]

Date 5/4/18

PURCHASE REQUISITION NBR: 0000071195

REQUISITION BY: FACILITIES/JL STATUS: DEPT APPROVAL DATE: 4/27/18
SHIP TO LOCATION: PUBLIC WORKS REASON: PUBLIC WORKS BU-1 HVAC REPLACEMENT DELIVER BY DATE: 4/30/18
SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	INSTALLATION LABOR Replace the existing 1.5 ton unit with Bard unit. We will provide 1 new Bard wall mounted A/C unit to include all labor and material to professionally install unit on the existing wall location. This unit will come with aux-heat matching that of the original equipment. We will be reusing the existing working electrical disconnect and thermostat already in place. COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION NOT CLASSIFI	1400.00	DL	1.0000	1400.00	
2	MATERIAL 1. Remove the existing equipment to include proper disposal of old equipment and related material. 2. Will remove equipment from outside high wall location. 3. Provide all install 1 BARD WI 8A2-A00 wall mounted A/C 1.5ton unit, 2.0/230 volt 1 4. Provide all mounting hardware, installation material and sealing material required to professionally install new unit. TCI will reconnect to existing controls and power service. 5. Provide start-up and operational function check of equipment COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: MATERIAL HANDLING EQUIP	785.00	DL	1.0000	785.00	
3	EQUIPMENT COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: MATERIAL HANDLING EQUIP	3285.00	DL	1.0000	3285.00	
4	DISPOSAL COMMODITY: APPLIANCES, HOUSEHOLD SUBCOMMOD: DISPOSAL UNITS	180.00	DL	1.0000	180.00	
REQUISITION TOTAL:					5650.00	

REQUISITION QUOTES		VENDOR NAME
SELECTED VENDOR:	5650.0000	16960 A-1 AIR SOLUTIONS, LLC
	5727.0000	9539 STOKES MECH CONTRACTOR INC
	6128.0000	7539 THERMAL CONCEPTS INC.

LINE #	ACCOUNT	PROJECT	AMOUNT
A C C O U N T I N F O R M A T I O N			
		%	

REQUEST FOR OFFICE ASSISTANCE

FROM: GIAN MOORE Date: 1/2018

Req: 71195

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: _____ Project No.: _____

Request for Requisition -

Vendor:

A-1 AIR SOLUTIONS

Account Number: 303. Project No.: GG1872

4116 5806418

List Items w/Quantities Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____

Vendor: _____

Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

☐ File As: _____

☐ OTHER: _____

Special Instructions:

CIP Project

Public Works BU-1 - HVAC Replacement

\$ 5,650 -

Request completed by: _____

Date completed: _____

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.



849 SW 20th Ave. Okeechobee FL 34974

Tel: 888 638 2801/ 863 623-6208

Licensed & Insured

Lic. # CAC1819092

DATE: November 28, 2017

CLIENT:

City Of Boynton Beach
100 E Boynton Beach Boulevard PO Box 310
Boynton Beach, Fl 33425

PROPOSAL: 00022458

Facilities Public works
222 NE 9th Ave
Boynton Beach, Fl 33435

Phone: 561-742-6323

Fax: 561-742-6316

CONTACT: Gail Mootz

Project: Replace the existing 1.5 ton unit with a Bard unit. We will provide (1) new Bard wall mounted A/C unit to include all labor and material to professionally install unit on the existing wall location, This unit will come with aux-heat matching that of the original equipment. We will be reusing the existing working electrical disconnect and thermostat already in place.

LABOR AND MATERIAL FOR THE FOLLOWING WORK:

1. Remove the existing equipment to include proper disposal of old equipment and related material.
2. Will remove equipment from outside high wall location.
3. Provide and install (1) BARD WI 8A2-A00 wall mounted A/C (1.5ton unit, 208/230 volt 1 PH) to include heat strip kit. Unit includes outdoor condenser coil coating.
4. Provide all mounting hardware, installation material and sealing material required to professionally install new unit. TCI will reconnect to existing controls and power service.
5. Provide start-up and operational function check of equipment.

Warranty:

Manufacturer's warranty; 5 years on compressor and parts. A-1 Air Solutions Warranty: 90 day labor.

Exclusions:

Any other work or services not listed in the above proposal will be added to total.

Permit:

City Permits as required will be considered a passthrough expense and are not included within this proposal. All fees will be charged to the City of Boynton Beach accordingly and added to the total proposal amount listed below.

INSTALLATION LABOR.....\$ 1,400.00

MATERIAL..... \$ 785.00

EQUIPMENT.....\$ 3,285.00

DISPOSAL-----\$180.00

TOTAL.....\$ 5,650.00

Date of Acceptance _____

Signature _____

Printed Name _____

HVAC PROPOSAL

State License No.
HVAC: CAC049256



2001 Seventh Avenue North
Lake Worth, Florida 33461
(561) 582-3589
(561) 582-3602 fax
service@stokes.com

DATE 10/18/2017

SUBMITTED TO City of Boynton Beach		JOB DESCRIPTION Replace 1.5 Ton Bard Unit
ADDRESS 222 NE 9th Ave		JOB LOCATION Public Works
ATTN Gail Mootz	PHONE 561-742-6223	EMAIL Mootzgbfl.us

We hereby submit this proposal to perform the following work as outlined below:

- Remove and dispose of (1) Bard unit Model W18A with no heat
- Provide and install (1) Bard Unit Model W18A with no heat
- Disconnect and reconnect to existing ductwork, drain line and electrical
- Provide a jack to hoist remove existing unit and install new unit
- Perform start up
- Confirm proper operation and return to service
- Permit and inspection included

Work to be performed during the hours of 8:00am - 4:30pm Monday - Friday

EXCLUSIONS:

Work beyond above stated scope: Upgrades of any kind to electrical, ductwork and drain line, engineer drawings, existing conditions, lightning protection, roof repair, painting and patching, diffusers

We hereby propose to furnish material and labor in complete accordance with above description, for the sum of:

Dollars (\$ 5,727.00)

Payment to be made as follows:

50% upon approval remainder upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above description involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, hurricane and other necessary insurance. Our workers are covered by Workman's Compensation insurance.

Authorized Signature:

NOTE: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal -- The above prices, description and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Michael Camilli AC Manager

Signature:

Print Name/Title:

Date of Acceptance:

FOR OFFICE USE ONLY

PENDING

SIGNED

COMPLETED

BILLED



CACO39621 CSCO46951 CGCA07936

Stuart Office
2497 SE Dixie Highway
Stuart, Florida 34997
O: 772.220.2365
F: 772.220.2273

Main Office
2201 College Avenue
Davie, Florida 33317
O: 954.472.4465
F: 954.370.6410

Miami Office
444 Brickell Avenue
Miami, Florida 33131
O: 305.940.0381
F: 786.391.3689

DATE: October 10, 2017

CLIENT:
City Of Boynton Beach
100 E Boynton Beach Boulevard PO Box 310
Boynton Beach, FL 33425
Phone: 561-742-6323
Fax: 561-742-6316

PROPOSAL: 00022458
Facilities Public Works
222 NE 9th Ave
Boynton Beach, FL 33435

FACILITIES

CONTACT: Gail Mootz

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Six Thousand One Hundred Twenty-Eight And 00/100 Dollars.**

RE: 1.5 TON WALL MOUNTED AIR CONDITIONING UNIT

We are pleased to offer a proposal to replace the existing 1.5 ton unit with a Bard unit. We will provide (1) new Bard wall mounted A/C unit to include all labor and material to professionally install unit on the existing wall location, This unit will come with aux-heat matching that of the original equipment. We will be reusing the existing working electrical disconnect and thermostat already in place. We appreciate to opportunity to be of service and please contact us with any questions or concerns about this proposal.

1. Provide labor to remove the existing equipment to include proper disposal of old equipment and related material.
 2. Will remove equipment from outside high wall location.
 3. Provide and install (1) BARD W18A2-A00 wall mounted A/C (1.5ton unit, 208/230 volt 1 PH) to include heat strip kit. Unit includes outdoor condenser coil coating.
 4. Provide all mounting hardware, installation material and sealing material required to professionally install new unit. TCI will reconnect to existing controls and power service.
 5. Provide start-up and operational function check of equipment.
 6. Manufacturer's warranty: 5 years compressor and 5 year parts
 7. Thermal Concepts Inc. warranty: 90 day labor to include up to 1 year craftsmanship warranty.
 8. Equipment shipping time for factory is 5 to 7 weeks. This unit is considered a special order unit.
 9. City Permits as required will be considered a pass through expense and are not included within this proposal.
- All fees will be charged as required to the City of Boynton Beach and added to the total proposal amount listed below.

Labor-----\$1,440.00
EQUIPMENT-----\$3,723.00

THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.

Customer Initial _____

MATERIAL-----\$785.00
DEPOSAL-----\$180.00

TOTAL-----\$6,128.00

AMENDMENTS & SPECIAL PROVISIONS:
Special Provisions

Exclusions:

1. Permits, fees, engineering, code or mechanical upgrades.
2. NOTE: Permits or fees if required will be cited as a "pass thru"
3. Any other work or services not listed in the above proposal.

TOTAL BID: (Six Thousand One Hundred Twenty-Eight And 00/100 Dollars) \$6,128.00

Payment to be made as follows: **NET 30 DAYS**

Acceptance of Proposal This proposal may be withdrawn if not accepted by November 30, 2017.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Steve McDaniel
Account Manager

Date of Acceptance _____

Signature _____

Printed Name _____

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING

TERMS & CONDITIONS:

1. Terms of payment are Net 30 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).
5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.
6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of

Customer Initial _____

breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.

7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.

8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.

9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.

10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.

11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.

12. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.

13. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.

14. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL DOES NOT INCLUDE MATERIALS, LABOR, AND EQUIPMENT FOR THE FOLLOWING:

EXCLUSIONS:

Air balance. Annual / 10 year inspections or overhauls. Air dryers. Anything beyond normal maintenance inspections. Any part of the water system except pumps, excluding those extending below ground level. Building code upgrades. Circuit breakers. Cleaning of towers, evaporator or condenser coils or removal of coils for cleaning, chiller tube cleaning and heat exchangers. Cleaning of environmental contaminants, including but not limited to, mold, mildew and sick building syndrome. Compressors. Condensate pumps. Condensate main drain lines. Condensate drain lines beyond the drain outlet of covered equipment. Condensers or chillers subjected to internal water damage or repairs to other parts of the system as a result of water entering from the condenser or the evaporator. Chiller condenser/evaporator tubes. Control boards. Control systems for any mechanical system. Cooling tower repairs other than those done to components with moving parts. Cranes, lifting equipment, any special rigging costs. Design changes. Disconnect switches. Doors. Drain lines, main, sanitary, waste. Drip pans. Ductwork or repairs to ductwork. Duct cleaning. Duct detectors for smoke, heat, or air-flow. Electrical work due to power outages, blackouts, brownouts. Electric motor starters, motor controls, motor controllers, blown fuses, power wiring, low voltage wiring, or any failure resulting from any cause other than normal mechanical maintenance. Electronic and/or electro mechanical control boards. EMS systems and all related components. Fire alarm systems. Freight and handling charges. Gaskets, glass, grilles, hardware, ice bins, insulation. Insurer covered internal or external parts. Internal chiller water damage. Motors of 30 horse power and over. Operator or customer misuse or negligence. Painting and patching of any kind. Pneumatic systems. Piping. Pumps of 30 horse power and over. Refrigerants or reclaiming of same. Refrigerant leaking into the waterside of the system or water leaking into the refrigerant side of the system. Relocation of equipment. Removal of hazardous materials or waste. Repairs necessitated due to rust, corrosion, erosion, or deterioration. Repairs to any part of the cooling system subjected to damage due to the use of well water, salt water, brackish water, or inadequate or faulty chemical treatment. Repairs or replacement of items not normally maintained such as, but not limited to, ductwork, grilles, piping, gauges, thermometers, thermostats, structural supports, valves, casings, cabinets, tower fill, slats, basins, hydronic and pneumatic piping. Repairs due to inadequate or fluctuating conditions of utilities. Repairs due to losses or damages as a result of fire, water, windstorm, vandalism, theft, riots, civil commotion, Acts of God, strikes, lockouts, picket lines, machine shop service, or anything beyond the normal mechanical maintenance. Replacement of worn out or obsolete equipment and/or internal or external parts, labor and materials covered by an insurer, design changes, relocation of equipment and major cooling tower overhauls. Shelving. Smoke exhaust systems and all component parts of such systems that may be exist. Variable frequency drives (VFD's). VAV boxes. Vibration isolators or sound traps. Water systems and water treatment of any kind.

Customer Initial_____

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180985
DATE: 05/10/18

VENDOR 16960

TO: A-1 AIR SOLUTIONS, LLC
849 SW 20TH AVENUE
OKEECHOBEE, FL 34974

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO.	71192	ORDERING DEPARTMENT: FACILITIES/JL		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:		BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2100.00 DL	INSTALLATION LABOR 1. Perform proper recovery of existing regrigerant based on EPA federal regulation. 2. Provide labor and material for the removal and proper disposal of 1 the existing RTU located on rooftop. 3. Provide labor and material to install 1 new 7.5 ton Trane RTU (TSC090F3EOA) TO INCLUDE CURB ADAPTOR, PROPER TIE DOWN HARDWARE AND RELATED INSTALLATION MATERIALS. UNITS WILL INCLUDE CONDENSER COIL CATING, motorized outside air dampers. 4. Provide labor and material to reconnect to eisting electrical service and disconnect. Will include properly sized fuses within disconnect. 5. Provide labor and material to reconnect to existing root curb to include sealing and tie down hardware. 6. Provide labor and material to reconnect to existing control wiring and ecisting smoke detectors circuits mounted within the duct work the RTU. 7. Provide engineering tie down details. 8. Provide system function check and start-up to	1.0000	2100.00

PROCUREMENT SERVICES:	<i>Sw HV 5/11/18</i>	P.O. TOTAL:
ACCOUNT NO. 303-4119-580.64-18	PROJECT GG1870	

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180985
DATE: 05/10/18

VENDOR 16960


TO: A-1 AIR SOLUTIONS, LLC
849 SW 20TH AVENUE
OKEECHOBEE, FL 34974

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71192	ORDERING DEPARTMENT: FACILITIES/JL	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			ensure proper system operating of each RTU accordingly. 9. Provide crane service to lift RTUs on and off rooftop. Provide site removal and disposal of old equipment. Applies to all!		
2	1316.41	DL	MATERIAL	1.0000	1316.41
3	7261.00	DL	EQUIPMENT	1.0000	7261.00
4	1000.00	DL	CRANE	1.0000	1000.00
5	662.00	DL	TIE DOWN DETAIL	1.0000	662.00
6	160.00	DL	DISPOSAL	1.0000	160.00

REMARKS:
REPLACE PD2 (FS2) RTU-1 HVAC
PROPOSAL #22453

PROCUREMENT SERVICES:		P.O. TOTAL: 12499.41
ACCOUNT NO. 303-4119-580.64-18	PROJECT GG1870	

PURCHASE REQUISITION NBR: 0000071192

REQUISITION BY: FACILITIES/JL
REASON: POLICE DEPT FS2 HVAC REPLACEMENT

DATE: 4/27/18

DELIVER BY DATE: 4/30/18

SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

6 DISPOSAL
COMMODITY: APPLIANCES, HOUSEHOLD
SUBCOMMOD: DISPOSAL UNITS

160.00 DL 1.0000 160.00

REQUISITION TOTAL: 12499.41

----- REQUISITION QUOTES -----

SELECTED VENDOR: 12500.0000
13922.0000
17528.0000

VENDOR NAME
16960 A-1 AIR SOLUTIONS, LLC
7539 THERMAL CONCEPTS INC.
9539 STORES MECH CONTRACTOR INC

----- A C C O U N T I N F O R M A T I O N -----

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	30341195806418	MACHINERY AND EQUIPMENT	100.00	2100.00
2	30341195806418	AIR CONDITIONERS	100.00	1316.41
3	30341195806418	MACHINERY AND EQUIPMENT	100.00	7261.00
4	30341195806418	AIR CONDITIONERS	100.00	1000.00
5	30341195806418	MACHINERY AND EQUIPMENT	100.00	562.00
6	30341195806418	AIR CONDITIONERS	100.00	160.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Reg. 71192 - \$ 12499.41
Reg. 71195 - \$ 5650.00
Total = \$ 18149.41

APPROVALS

City Manager [Signature] Date 5/14/18
Finance Dept. [Signature] Date 5/21/18
Risk Manager [Signature] Date 5/21/18
City Attorney [Signature] Date 5/21/18

PURCHASE REQUISITION NBR: 0000071192

REQUISITION BY: FACILITIES/JL

STATUS: DEPT APPROVAL
REASON: POLICE DEPT FS2 HVAC REPLACEMENT

DATE: 4/27/18

SHIP TO LOCATION: PUBLIC WORKS

DELIVER BY DATE: 4/30/18

SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

- | LINE
NBR | DESCRIPTION | QUANTITY | UOM | UNIT
COST | EXTEND
COST | VENDOR PART NUMBER |
|-------------|---|----------|-----|--------------|----------------|--------------------|
| 1 | <p>INSTALLATION LABOR</p> <p>1. Perform proper recovery of existing regrigerant based on EPA federal regulation.</p> <p>2. Provide labor and material for the removal and proper disposal of 1 the existing RTU located on rooftop.</p> <p>3. Provide labor and material to install 1 new 7.5 ton Trane RTU (TSC090F3EOA) TO INCLUDE CURB ADAPTOR, PROPER TIE DOWN HARDWARE AND RELATED INSTALLATION MATERIALS. UNITS WILL INCLUDE CONDENSER COIL CATING, motorized outside air dampers</p> <p>4. Provide labor and material to reconnect to existing electrical service and disconnect. Will include properly sized fuses within disconnect.</p> <p>5. Provide labor and material to reconnect to existing root curb to include sealing and tie down hardware.</p> <p>6. Provide labor and material to reconnect to existing control wiring and ecisting smoke detectors circuits mounted within the duct work the RTU.</p> <p>7. Provide engineering tie down details.</p> <p>8. Provide system function check and start-up to ensure proper system operating of each RTU accordingly.</p> <p>9. Provide crane service to lift RTUs on and off rooftop. Provide site removal and disposal of old equipment.</p> | 2100.00 | DL | 1.0000 | 2100.00 | |

Applies to all!

COMMODITY: MISCELLANEOUS SERVICES
SUBCOMMOD: INSTALLATION NOT CLASSIFI

- | | | | | | | |
|---|--|---------|----|--------|---------|--|
| 2 | <p>MATERIAL</p> <p>COMMODITY: EQUIP MAINT & REPAIR SERV</p> <p>SUBCOMMOD: MATERIAL HANDLING EQUIP</p> | 1316.41 | DL | 1.0000 | 1316.41 | |
| 3 | <p>EQUIPMENT</p> <p>COMMODITY: EQUIP MAINT & REPAIR SERV</p> <p>SUBCOMMOD: MATERIAL HANDLING EQUIP</p> | 7261.00 | DL | 1.0000 | 7261.00 | |
| 4 | <p>CRANE</p> <p>COMMODITY: RENTAL/LEASE EQUIPMENT</p> <p>SUBCOMMOD: CRANES</p> | 1000.00 | DL | 1.0000 | 1000.00 | |
| 5 | <p>TIE DOWN DETAIL</p> <p>COMMODITY: MATERIAL HNDLING&STOR EQP</p> <p>SUBCOMMOD: TIE-DOWNS, STRAPS, ETC.</p> | 662.00 | DL | 1.0000 | 662.00 | |



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

Date: 5/1/2018

Requesting Department: PW/Facilities

Contact Person: Gail Mootz

Explanation for Purchase:

To purchase a BU-1 HVAC Replacement Unit for Public Works in the amount of \$5,650.00 and to purchase a RTU-1 HVAC Replacement Unit for PD 2 (FS2) in the amount of \$12,499.41

Recommended Vendor A-1 Air Solutions

Dollar Amount of Purchase \$18,149.41

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE

☐

SNAPS

☐

RESPECT

☐

Piggy-Back

☐

Sole Source

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

The unit for Public Works is utilizing account # 303-4116-580-64-18 project #GG1872 and the unit for PD is utilizing account #303-4119-580-64-18 project #GG1870.

Approvals:

Department Head

[Signature]

Date

5/2/18

Purchasing Agent

[Signature]

Date

5/3/18

Asst City Manager

Date

City Manager

[Signature]

Date

5/4/18

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ Date: 1/2018

Req: 71192

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed:

Account Number: ____-____-____-____ Project No.: _____

Request for Requisition -

Vendor:

A-1 AIR SOLUTIONS

Account Number: 303-4 Project No.: GG1870

4119 580 64 18

List Items w/Quantities Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____

Vendor: _____

Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

☐ File As: _____

☐ OTHER: _____

Special Instructions:

CIP Project

Police Dept. 2 (FS 2) RTU-1 HVAC Replacement

\$ 12,500 -

Request completed by: [Signature]

Date completed: 1/2018

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.



849 SW 20th Ave. Okeechobee FL 34974

Tel.: 888 638 2801/ 863 623-6203

Licensed & Insured

Lic. # CAC1819092

DATE: November 28, 2017

CLIENT: City Of Boynton Beach 100 E Boynton Beach Boulevard PO Box 310 Boynton Beach, Fl 33425 Phone: 561-742-6323 Fax: 561-742-6316	PROPOSAL: 00022453 Pd2 Old Fire Station 2201 S Congress Ave Boynton Beach, Fl 33435 CONTACT: Gail Mootz
--	---

Project: Trane 7.5 ton Package Roof Top Unit
 Unit serves PD2

LABOR AND MATERIAL FOR THE FOLLOWING WORK:

1. Perform proper recovery procedure of existing refrigerant based on EPA federal regulations.
2. Provide labor and material for the removal and proper disposal of (1) the existing RTU located on rooftop.
3. Provide labor and material to install (1) new 7.5 ton Trane RTU (TSC090F3EOA) to include curb adaptor, proper tie down hardware and related installation materials. Units will include condenser coil coating, motorized outside air dampers.
4. Provide labor and material to reconnect to existing electrical service and disconnect. Will include properly sized fuses within disconnect.
5. Provide labor and material to reconnect to existing root curb to include sealing and tie down hardware.
6. Provide labor and material to reconnect to existing control wiring and existing smoke detectors circuits mounted within the duct work the RTU.
7. Provide engineering tie down details.

8. Provide system function check and start-up to ensure proper system operation of each RTU accordingly.
9. Provide crane service to lift RTUs on and off rooftop.
Provide site removal and disposal of old equipment

Warranty:

Manufacturer's warranty; 5 years on coil and 1 year on parts. A-1 Air Solutions Warranty: 90 day labor.

Exclusions:

1. Any electrical upgrades or electrical work in not included except the disconnection and reconnection of existing electrical services.
2. Any work/repairs to inside equipment or components related to this system is not included.
3. Any other work or services not listed in the above proposal.
4. Any modifications to existing duct work system is not included.

Permit:

City Permits as required will be considered a passthrough expense and are not included within this proposal. All fees will be charged to the City of Boynton Beach accordingly and added to the total proposal amount listed below.

INSTALLATION LABOR.....\$ 2,100.00
 MATERIAL..... \$ 1,316.41
 EQUIPMENT.....\$ 7,261.00
 CRANE-----\$1,000.00
 TIE DOWN DETAIL-----\$662
 DISPOSAL-----\$160.00

12,499.41
 TOTAL.....\$12,500.00

Date of Acceptance _____

Signature _____

Printed Name _____



Stuart Office
2497 SE Dixie Highway
Stuart, Florida 34997
O: 772.220.2365
F: 772.220.2273

Main Office
2201 College Avenue
Davie, Florida 33317
O: 954.472.4465
F: 954.370.6410

Miami Office
444 Brickell Avenue
Miami, Florida 33131
O: 305.940.0381
F: 786.391.3689

DATE: October 10, 2017

CLIENT:

City Of Boynton Beach
100 E Boynton Beach Boulevard PO Box 310
Boynton Beach, FL 33425

Phone: 561-742-6323

Fax: 561-742-6316

PROPOSAL: 00022453

Pd2 Old Fire Station
2201 S Congress Ave
Boynton Beach, FL 33426

CONTACT: Gail Mootz

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Thirteen Thousand Nine Hundred Twenty-Two And 00/100 Dollars.**

RTU: Trane 7.5 ton Package Roof Top Unit
Unit serves PD2

PROVIDE LABOR AND MATERIAL FOR THE FOLLOWING WORK:

1. Perform proper recovery procedure of existing refrigerant based on EPA federal regulations.
2. Provide labor and material for the removal and proper disposal of (1) the existing RTU located on roof top.
3. Provide labor and material to install (1) new 7.5 ton Trane RTU (TSC090F3E0A) to include curb adaptor, proper tie down hardware and related installation materials. Units will include condenser coil coating, motorized outside air dampers.
4. Provide labor and material to reconnect to existing electrical service and disconnect. Will include properly sized fuses within disconnect.
5. Provide labor and material to reconnect to existing root curb to include sealing and tie down hardware.
6. Provide labor and material to reconnect to existing control wiring and existing smoke detectors circuits mounted within the duct work the RTU.
7. Provide engineering tie down details.
8. Provide system function check and start-up to ensure proper system operation of each RTU accordingly.
9. Provide crane service to lift RTUs on and off roof top.
10. Provide site removal and disposal of old equipment.
11. Manufacturer's part warranty; 1 year parts and 5 year compressor. Thermal Concepts Warranty; 90 day labor up to 1 year craftsmanship warranty.
12. Work shall be performed during the hours of 8.00am to 4.30pm, excluding holidays and weekends.
13. Estimated Lead time from factory is 4 weeks.

THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.

Customer Initial _____

14. City Permits as required will be considered a pass through expense and are not included within this proposal. All fees will be charged to the City of Boynton Beach accordingly and added to the total proposal amount listed below.

Labor-----\$2,160.00
Equipment-----\$8,458.59
Material-----\$1,371.41
Crane-----\$1,080.00
Tie Down Detail-----\$672.00
Disposal-----\$180.00

Total-----\$13,922.00

AMENDMENTS & SPECIAL PROVISIONS:

Exclusions:

1. Any other electrical upgrades or electrical work are not included except the disconnection and reconnection of existing electrical services.
2. Any work/repairs to existing duct work below the roof curbs are not included.
3. Any roof work or roof repair work is not included within this proposal.
4. Any overtime labor is not included within this proposal.
5. Any other work or services not listed in the above proposal.

Special provision:

Will require the cooperation of the customer to provide access for crane service in parking lot (around building)

TOTAL BID: (Thirteen Thousand Nine Hundred Twenty-Two And 00/100 Dollars) \$13,922.00

Payment to be made as follows: **NET 30 DAYS**

Acceptance of Proposal This proposal may be withdrawn if not accepted by November 30, 2017.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Steve McDaniel

Account Manager

Date of Acceptance _____

Signature _____

Printed Name _____

Customer Initial _____

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING

TERMS & CONDITIONS:

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).
5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.
6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.
7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.
8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.
9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.
10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.
11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.
12. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.
13. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.
14. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

Customer Initial _____

HVAC PROPOSAL

State License No.
HVAC: CAC049256



2001 Seventh Avenue North
Lake Worth, Florida 33461
(561) 582-3589
(561) 582-3602 fax
service@stokes.com

DATE 10/18/2017

SUBMITTED TO City of Boynton Beach		JOB DESCRIPTION Replace RTU-1
ADDRESS 2210 S.Congress Ave. Boynton Beach		JOB LOCATION Police Department 2
ATTN Gail Mootz	PHONE 561-742-6223	EMAIL Mootzgbbfl.us

We hereby submit this proposal to perform the following work as outlined below:

- Remove and dispose of (1) Trane RTU model TSC090E3E0A0000
- Provide and install (1) new Trane RTU model - TSC090F3ECA
- Disconnect and reconnect to existing electrical, drain line, and curb adapter
- Provide a crane to remove existing RTU and Install a new curb adapter and a new RTU
- Properly secure new curb adapter to existing curb and secure new RTU to new curb adapte
- Perform start up
- Confirm proper operation and return system to service

- Permit and inspection included

- Coil coating included

Work to be performed during the hours of 8:00am - 4:30pm Monday - Friday

EXCLUSIONS:

Work beyond above stated scope: Upgrades to electrical, ductwork, curb, curb adapter, roofing, patching painting,engineering of any kind

We hereby propose to furnish material and labor in complete accordance with above description, for the sum of:
Seventeen Thousand Five Hundred Twenty Eight xx/100 Dollars (\$ 17,528.00)

Payment to be made as follows:

50% upon approval remainder upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above description involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, hurricane and other necessary insurance. Our workers are covered by Workman's Compensation insurance.

Authorized Signature:

Michael Camilli AC Manager

NOTE: This proposal may be withdrawn if not accepted within 30 days.
Acceptance of Proposal – The above prices, description and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Print Name/Title:

Date of Acceptance:

FOR OFFICE USE ONLY

PENDING

SIGNED

COMPLETED

BILLED

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180992
DATE: 05/14/18

VENDOR 13147

TO: THE PAVING LADY INC.
100 W. INDUSTRIAL AVENUE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 70543	ORDERING DEPARTMENT: ENGINEERING/CIP/GD/AGGA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	850.00	DL	PW COMPOUND FLOODING-ADD EXFILTRATION TRENCH: MOT	1.0000	850.00
2	20.00	SFT	SAWCUT, REMOVE & REPLACE 4FT WIDE CONCRETE SIDEWALK (4"THICK).	90.0000	1800.00
3	5.00	LFT	SAWCUT, REMOVE & REPLACE TYPE D-CURB	30.0000	150.00
4	100.00	SYD	SAWCUT, REMOVE & REPLACE 1.5" OF ASPHALT	42.0000	4200.00
5	1.00	EA	SUMP PUMP CHAMBER (TRAFFIC BARING LID)	2475.0000	2475.00
6	1.00	EA	DOG HOUSE DRAINAGE BASIN	7875.0000	7875.00
7	5.00	LFT	15" HDPE	85.0000	425.00
8	40.00	LFT	15" HPDE W/EXFILTRATION	135.0000	5400.00
9	100.00	LFT	3" SCH 40 PVC (INCLUDING BENDS)	19.0000	1900.00
10	100.00	LFT	1" ELECTRICAL CONDUIT	15.0000	1500.00
11	2750.00	DL	MODIFY EXISTING EXFILTRATION TRENCH	1.0000	2750.00
12	2500.00	DL	MOBILIZATION	1.0000	2500.00

**DOG HOUSE BASIN IS FIGURED AT 4' STRUCTURE.
BAFFLES ARE NOT INCLUDED.
**IF BAFFLES ARE REQUIRED ADD \$475 PER BAFFLE &
\$1,100 TO INCREASE SIZE TO 5' TO ACCOMMODATE BAFFLES.
**ASPHALT PRICE INCLUDES 6" OF NEW

PROCUREMENT SERVICES:	<i>J. W. H. Q</i> 5/14/18	P.O. TOTAL:
ACCOUNT NO. 303-4116-580.62-01	PROJECT GG1841	

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180992
DATE: 05/14/18

VENDOR 13147

TO: THE PAVING LADY INC.
100 W. INDUSTRIAL AVENUE
BOYNTON BEACH, FL 33426

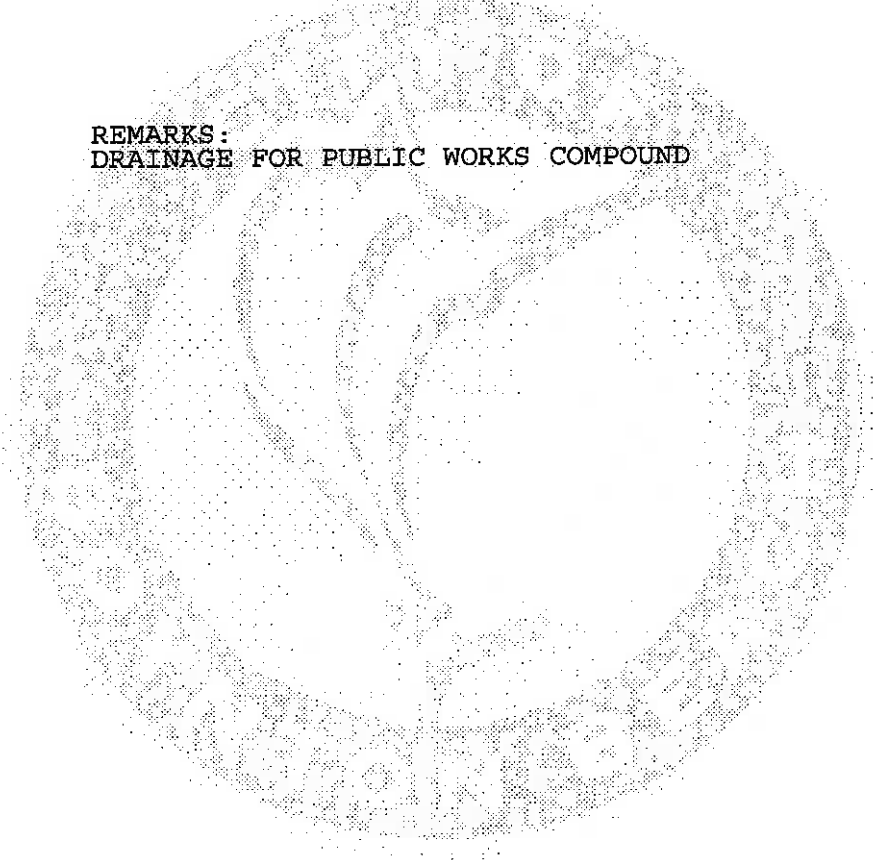
SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 70543	ORDERING DEPARTMENT: ENGINEERING/CIP/GD/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	---------------

ROCK BASE.
**DEWATERING NOT INCLUDED.

REMARKS:
DRAINAGE FOR PUBLIC WORKS COMPOUND



PROCUREMENT SERVICES:	<i>J. W. H. 5/14/18</i>	P.O. TOTAL:	31825.00
ACCOUNT NO. 303-4116-580.62-01	PROJECT GG1841		

PURCHASE REQUISITION NBR: 0000070543

REQUISITION BY: ENGINEERING/CIP/GD/AGGA

STATUS: DEPT APPROVAL
REASON: PW COMPOUND - DRAINAGE

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13147 THE PAVING LADY INC.

DATE: 5/07/18
DELIVER BY DATE: 7/31/18

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	--------------	-----------	-------------	--------------------

12 MOBILIZATION

**DOG HOUSE BASIN IS FIGURED AT 4' STRUCTURE.
RAFFLES ARE NOT INCLUDED.
**IF RAFFLES ARE REQUIRED ADD \$475 PER RAFFLE &
\$1,100 TO INCREASE SIZE TO 5' TO ACCOMMODATE
RAFFLES.
**ASPHALT PRICE INCLUDES 6" OF NEW ROCK BASE.
**DEWATERING NOT INCLUDED.
COMMODITY: PW CONSTRUCTION & RELATED
SUBCOMMOD: EXCAVATING & TUNNELING

REQUISITION TOTAL: 31825.00

REQUISITION QUOTES

SELECTED VENDOR:	VENDOR NAME
31825.0000	13147 THE PAVING LADY INC.
48000.0000	14909 ALL COUNTY PAVING
54730.0000	R & D

ACCOUNT INFORMATION

LINE #	ACCOUNT	BUILDINGS	PROJECT	%	AMOUNT
1	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	850.00
2	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	1800.00
3	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	150.00
4	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	4200.00
5	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	2475.00
6	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	7875.00
7	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	425.00
8	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	5400.00
9	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	1900.00
10	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	1500.00
11	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	2750.00
12	30341165806201	BUILDINGS IMPROVEMENTS	Public Works - Drainage	100.00	2500.00
					31825.00

APPROVALS

City Manager [Signature] Date 5/11/18
Finance Manager [Signature] Date 5/11/18
Risk Manager [Signature] Date 5-11-18
City Attorney [Signature] Date

PURCHASE REQUISITION NBR: 0000070543

REQUISITION BY: ENGINEERING/CIP/GD/AGGA

STATUS: DEPT APPROVAL
REASON: PW COMPOUND - DRAINAGE

DATE: 5/07/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13147 THE PAVING LADY INC.

DELIVER BY DATE: 7/31/18

LINE
NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST

VENDOR PART NUMBER

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

The public works compound parking lot floods after each storm. The drainage culverts and structures were cleaned in hopes that it would alleviate the flooding, but it didn't work. The next step will be to add an exfiltration trench.

PURCHASE REQUISITION NBR: 0000070543

STATUS: DEPT APPROVAL
REASON: PW COMPOUND - DRAINAGE

DATE: 5/07/18

DELIVER BY DATE: 7/31/18

REQUISITION BY: ENGINEERING/CIP/GD/AGGA

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13147 THE PAVING LADY INC.

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	PW COMPOUND FLOODING-ADD EXFILTRTION TRENCH: MOT COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	850.00	DL	1.0000	850.00	
2	SAWCUT, REMOVE & REPLACE 4FT WIDE CONCRETE SIDEWALK (4"THICK). COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	20.00	SFT	90.0000	1800.00	
3	SAWCUT, REMOVE & REPLACE TYPE D-CURB COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	5.00	LFT	30.0000	150.00	
4	SAWCUT, REMOVE & REPLACE 1.5" OF ASPHALT COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	100.00	SYD	42.0000	4200.00	
5	SUMP PUMP CHAMBER (TRAFFIC BARING LID) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	1.00	EA	2475.0000	2475.00	
6	DOG HOUSE DRAINAGE BASIN COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	1.00	EA	7875.0000	7875.00	
7	15" HDPE COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	5.00	LFT	85.0000	425.00	
8	15" HDPE W/EXFILTRATION COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	40.00	LFT	135.0000	5400.00	
9	3" SCH 40 PVC (INCLUDING BENDS) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	100.00	LFT	19.0000	1900.00	
10	1" ELECTRICAL CONDUIT COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	100.00	LFT	15.0000	1500.00	
11	MODIFY EXISTING EXFILTRATION TRENCH COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: EXCAVATING & TUNNELING	2750.00	DL	1.0000	2750.00	
12	MOBILIZATION	2500.00	DL	1.0000	2500.00	



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 1/5/2018

Requesting Department: PW/Engineering

Contact Person: Gary Dunmyer

Explanation for Purchase:

The public works compound's parking lot floods after each storm event, oftentimes making dispensing fuel impossible. This project contemplates improvements to alleviate flooding.

Recommended Vendor The Paving Lady

Dollar Amount of Purchase \$31,825

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

303-4116-580-62-01 Project # GG1841

Approvals:

Department Head

Date

5/11/18

Purchasing Agent

Date

5/11/18

Asst City Manager

Date

5/11/18

City Manager

Date

5/11/18

REQUEST FOR OFFICE ASSISTANCE

FROM: Gary Dunmyer

Date: January 5, 2018

***PRIORITY / DATE NEEDED BY:**

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:

Account Number: _____

Project No.: _____

Request for Requisition -

Vendor:

The Paving Lady

Account Number: 303-4116-580.62-01 Project No.: GG1841 (\$20,000) Drainage Project

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____
Vendor: _____ Cost: _____
Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions:

The public works compound's parking lot floods after each storm event. The drainage culverts and structures were cleaned in the hopes that it would alleviate the flooding, but it didn't work. The next step, this project, will be to add exfiltration trench.

Request completed by: Gary Dunmyer Date completed: 1/5/18

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

**Public Works Comound Drainage
Improvements**

Contractor	Bid
Paving Lady	\$ 31,825.00
All County	\$ 48,000.00
R and D	\$ 54,730.00



1000 W Industrial Ave
 Boynton Beach FL 33428
 Office: 561-572-2600
 Fax: 561-572-2601

January 4, 2018

Boynton Beach Public Works

Attention:
 Gary Dunmyer
 City of Boynton Beach
 Engineering Division

As per bid sheet and sketch provided

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost</u>
<u>Phase 1</u>				
MOT	1	LS	\$850	\$850
Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick)	20	SF	\$90.00	\$1,800
Sawcut, Remove and Replace Type D-Curb	5	LF	\$30	\$150
Sawcut, Remove and Replace 1.5" of Asphalt	100	SY	\$42	\$4,200
Sump Pump Chamber (traffic baring lid)	1	EA	\$2,475	\$2,475
Dog House Drainage Basin	1	EA	\$7,875	\$7,875
15" HDPE	5	LF	\$85	\$425
15" HPDE W/ Exfiltration	40	LF	\$135	\$5,400
3" Sch 40 PVC (including bends)	100	LF	\$19	\$1,900
1" Electrical Conduit	100	LF	\$15	\$1,500
Modify Existing Exfiltration Trench	1	LS	\$2,750	\$2,750
Mobilization	1	LS	\$2,500	\$2,500
			Total	\$31,825

***Dog House Basin is figured at 4' structure. Baffles are not included.

***If baffles are required please add \$475 per baffle and \$1,100 to increase size to 5' to accommodate baffles.

*** Asphalt price includes 6" of new rock base.

*** Dewatering Not Included.



1000 W Industrial Ave
Boynton Beach FL 33428
Office: 561-572-2600
Fax: 561-572-2601

January 4, 2018

Notes:

- *** Jobsite will be barricaded during work. This contractor will not be responsible for persons breaking through the barricades, tracking sealer, damage or injury to cars or persons trespassing designated areas.
- *** Contractor not responsible for any buried irrigation or utility line. Relocation or repair is by owner. Due care will be given.
- *** Contractor is not responsible for any pre-existing environmental conditions or subsurface conditions.
- *** Contractor is not responsible for damage to sidewalks that are necessary to cross with our heavy equipment to complete the job. Due care will be given.
- *** This proposal is based on work being completed during the hours of 7:00 am and 5:00 pm, Monday through Friday (excluding holidays and weekends) unless otherwise stated.
- *** Any changes in the scope of work for any items not specified in this proposal will be an extra to this contract.
- *** All testing, as-builts, plans, and surveying is by owner.
- *** Contractor not responsible for existing asphalt drainage or standing water problems. Contractor cannot guarantee concrete in areas of standing water.
- *** Any additional work requested by owner and/or the building department during review or inspections will be priced accordingly.

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of: **\$ 31,825.00 (Thirty-one thousand eight hundred twenty-five and 00 cents)**

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: PO # 180992

Date: 5/14/18

Print Name: _____

Title: _____



S/WBE - M/WBE

400 EXECUTIVE CENTER DR. STE. 210

WEST PALM BEACH, FL 33401

(561) 588-6681

Fax (561) 284-6541

PROPOSAL

December 15, 2017

**TO: City of Boynton Beach
100 E. Boynton Beach Blvd
Boynton Beach, FL 33436**

**Project: Boynton Beach Public
Works Drainage Improvements**

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOT	1	LS		\$5,500.00
2	Sawcut, Remove and Replace 4ft Wide Concrete Sidewalk (4" Thick)	20	SF	\$88.00	\$1,760.00
3	Sawcut, Remove and Replace Type D Curb	5	LF	\$250.00	\$1,250.00
4	Sawcut, Remove and Replace 1.5" of Asphalt	100	SY	\$120.00	\$12,000.00
5	Sump Pump Chamber(Traffic Lid)	1	EA	\$9,900.00	\$9,900.00
6	Dog House Drainage Basin	1	EA	\$6,820.00	\$6,820.00
7	15" HDPE	5	LF	\$44.00	\$220.00
8	15" HDPE W/ Exfiltration	40	LF	\$242.00	\$9,680.00
9	3" Sch. 40 PVC(Including Bends)	100	LF	\$28.00	\$2,800.00
10	1" Electrical Conduit	100	LF	\$26.00	\$2,600.00
11	Modifify Existing Exfiltration Trench	1	LS	\$2,200.00	\$2,200.00

TOTAL:

\$54,730.00

**Matthew M. Donnell
Estimator**



Palm Beach County: U-21491
 Broward County: 13-3A-17799-R
 Collier County: LCC20110001485
 Martin County: MCP5910
 General Contractor: CGC1509532

PROPOSAL/CONTRACT

December 21, 2017

Customer Name/Address:

Attn: Gary Dunmyer
 City of Boynton Beach
 100 E Boynton Beach Blvd
 Boynton Beach, FL 33425
 T. 561.742-6231
 E. DunmyerG@bbf.us

Property Location:

City of Boynton Beach
 DRAINAGE IMPROVEMENTS

As per direction to perform the following work:

Boynton Beach Public Works				
Engineer's Estimate of Cost for Drainage Improvements				
City of Boynton Beach (November 22, 2017)				
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost</u>
Phase 1				
MOT	1	LS	\$ 2,000.00	\$ 2,000.00
Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick)	20	SF	\$ 100.00	\$ 2,000.00
Sawcut, Remove and Replace Type D-Curb	5	LF	\$ 100.00	\$ 500.00
Sawcut, Remove and Replace 1.5" of Asphalt	100	SY	\$ 100.00	\$ 10,000.00
Sump Pump Chamber (traffic baring lid)	1	EA	\$ 5,000.00	\$ 5,000.00
Dog House Drainage Basin	1	EA	\$ 8,000.00	\$ 8,000.00
15" HDPE	5	LF	\$ 200.00	\$ 1,000.00
15" HPDE W/ Exfiltration	40	LF	\$ 200.00	\$ 8,000.00
3" Sch 40 PVC (including bends)	100	LF	\$ 40.00	\$ 4,000.00
1" Electrical Conduit	100	LF	\$ 40.00	\$ 4,000.00
Modify Existing Exfiltration Trench	1	LS	\$ 3,500.00	\$ 3,500.00
TOTAL				\$48,000.00

Page 1 of 3

M&M Asphalt Maintenance Inc., d/b/a All County Paving
 Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
 Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

Proposal # 2017.12.21.01.SE



Palm Beach County: U-21491
Broward County: 13-3A-17799-R
Collier County: LCC20110001485
Martin County: MCP5910
General Contractor: CGC1509532

- *Car stops break during handling.
- *Any broken car stops will be replaced at an additional cost of \$35.00 Each.
- *New pavement is susceptible to scuffing and marks until it has properly cured.
- *As asphalt is a petroleum based product the prices are subject to change if oil prices increase dramatically.
- *Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job.
- *The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.
- *Large cracks in the existing asphalt may reflect through the new asphalt in time.
- *There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
- *This proposal specifically excludes the acceptance of a 'Pay when Paid Clause' payment clause.
- *All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.
- Delays to All County shall be paid at a rate of \$200.00 per half hour.
- *In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
- *Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
- *This contractor cannot guarantee elimination of standing water.
- *Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas.
- *Permit, Procurement fees and any additional work required by the permit will be extra to the contract amount.
- *This contractor recommends a civil engineer be retained for ADA upgrades. As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
- *Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.

PROPOSE to furnish labor and material – complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

FOURTY-EIGHT THOUSAND DOLLARS
\$48,000.00

WITH PAYMENTS TO BE MADE AS FOLLOWS: Net due upon completion.

Not responsible for any damage to underground utilities. A certificate of Insurance will be issued upon request prior to commencement of work. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,295.00 each. Any additional mobilizations for Paving will be billed at a rate of \$2,450.00 each. All material is guaranteed to be as specified. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge. Owner to carry fire tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance. *In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving and the financially responsible company for which the work will be performed.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Page 2 of 3

M&M Asphalt Maintenance Inc., d/b/a All County Paving
Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

Proposal # 2017.12.21.01.SE



Palm Beach County: U-21491
Broward County: 13-3A-17799-R
Collier County: LCC20110001485
Martin County: MCP5910
General Contractor: CGC1509532

ACCEPTANCE OF PROPOSAL:

Signature of Approval by Client

Jeffery Cohen
Project Manager

Printed Name and Title and Date

Page 3 of 3

M&M Asphalt Maintenance Inc., d/b/a All County Paving
Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

Proposal # 2017.12.21.01.SE

6.I.
 CONSENT AGENDA
 4/17/2018



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/17/2018

REQUESTED ACTION BY COMMISSION: Approve adjustments to project budgets for the attached Surtax projects that are part of the approved FY 17/18 budget.

EXPLANATION OF REQUEST:

The City Commission approved a list of projects for FY 17/18 to be paid with Government Surtax funds in September 2017. In accordance with the City's Resolution R16-071, which is an Interlocal agreement with PBC and Palm Beach County Schools pertaining to shared distribution and use of the surtax funds the project list that the Commission adopted can be revised by the governing board (see page 2 of the ILA).

The City of Boynton Beach Capital Improvement Plan is largely funded by taxpayer approved sales tax funds (Surtax). Each community must account for the use of these funds to ensure their use is consistent with law and the intent of the voters. Each quarter the city will be providing a global update on the status of projects funded with Surtax revenues.

However, on a much smaller scale it is recognized that as approved capital projects proceed in the both design and construction phases, project costs will become much more refined based upon either contractor bids/quotes or detailed engineer estimates. Therefore, it is necessary to further reconcile these adjusted project costs to ensure consistency of review by the City Commission and the City's Citizen Surtax Oversight Committee.

To that end, staff will be providing frequent project budget adjustments throughout the course of the year. In fact, these adjustments may occur on each future Commission meeting.

Attached please find current projects wherein budget adjustment is required. Note that the project adjustments have an overall neutral affect on the entire capital budget. This will be common as all projects will be either over or under approved budget amounts.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? NA

FISCAL IMPACT: The project budget adjustments merely recognize actual costs on a project level. The entire Surtax Capital Budget will always be neutral unless changed through a formal budget amendment process.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: NA

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
<input type="checkbox"/>	Addendum	Surtax Project Budget Adjustment List 1
<input type="checkbox"/>	Attachment	Reso 16-071 ILA w PBC

FY 2017/2018 Surtax Dollars Project (Request for Project Budget Adjustment)

Total Projects requesting adjustment 5

Project #	Project Location	<u>Approved Project Budget Amount</u>	<u>Adjusted Project Budget Amount</u>
RP1815	Denson Pool - Fence and Wall Repair Request for an increase of funds (\$ 4,670.00) due to inflation of material costs	\$40,000.00	\$44,670.00
RP1848	Meadows Park – Playground Equipment Transfer funds (\$15,625.00 of \$ 20,295.00) to cover deficit in projects GG1841, GG1870, GG1872, RP1815	\$95,000.00	\$74,705.00
GG1870	Police Dept. 2 (FS 2) RTU-1 HVAC Replacement Request for an increase of funds (\$ 2,250.00) due to inflation of material costs	\$10,250.00	\$12,500.00
GG1872	Public Works BU-1 - HVAC Replacement Request for an increase of funds (\$ 1,550.00) due to inflation of material costs	\$4,100.00	\$5,650.00
GG1841	Public Works Compound – Drainage Request for an increase of funds (\$ 11,825.00) due to scope of work change, addition of exfiltration trench	\$20,000.00	\$31,825.00
		<u>Total Approved Project Budget Amount</u>	<u>Total Adjusted Project Budget Amount</u>
		\$169,350.00	\$169,350.00

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180999
DATE: 05/17/18

VENDOR 16691

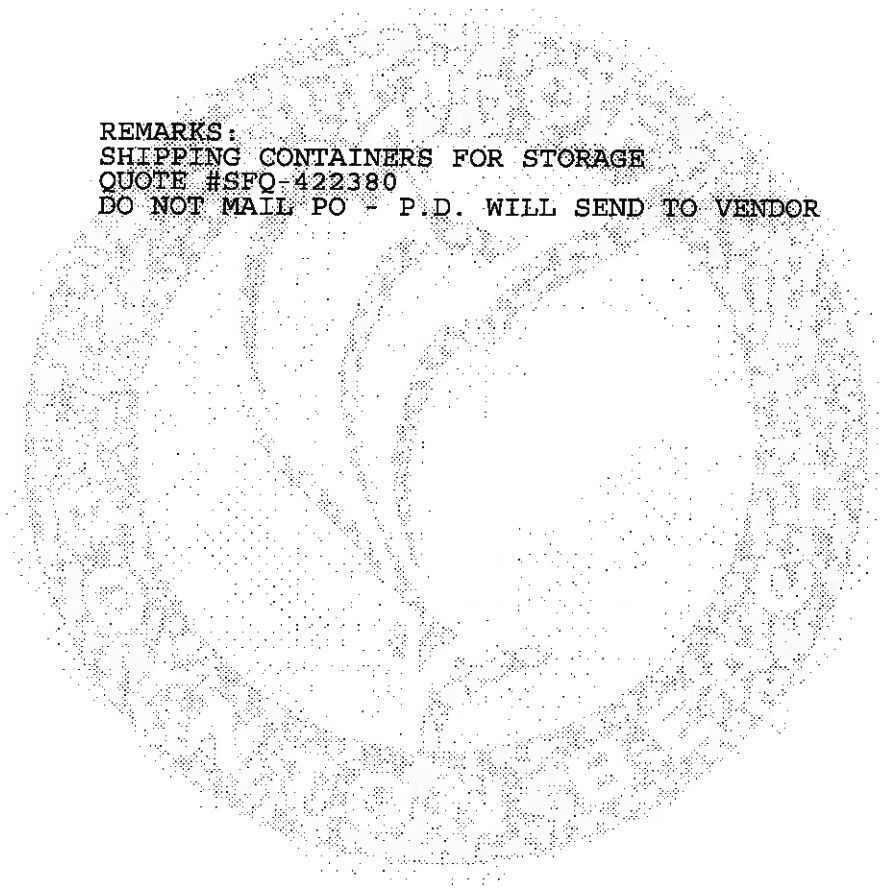
TO: PAC-VAN, INC.
9155 HARRISON PARK CT.
INDIANAPOLIS, IN 46216

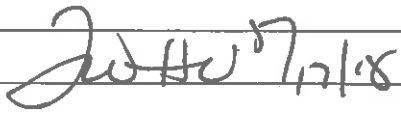
SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO. 71164	ORDERING DEPARTMENT: POLICE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	8.00	EA	WWT USED 20 FT STEEL CONTAINER VENDOR ITEM NO. - NA	2050.0000	16400.00

REMARKS:
SHIPPING CONTAINERS FOR STORAGE
QUOTE #SFQ-422380
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR



PROCUREMENT SERVICES:		P.O. TOTAL: 16400.00
ACCOUNT NO. 001-1214-512.64-02	PROJECT	

PURCHASE REQUISITION NBR: 0000071164
 STATUS: PURCHASING APPROVAL
 REASON: PURCHASE ON SHIPPING CONTAINER FOR STORAGE
 SUGGESTED VENDOR: 16691 PAC-VAN, INC.
 DATE: 4/23/18
 DELIVER BY DATE: 5/31/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WWT USED 20 FT STEEL CONTAINER COMMODITY: BARRELS, DRUMS, KEYS, CTN SUBCOMMOD: CONTAINERS (SHIPPING)	8.00	EA	2050.0000	16400.00	NA

REQUISITION TOTAL: 16400.00

REQUISITION QUOTES

VENDOR NAME	AMOUNT
PACVAN	16400.00
MOBILE MINI	19288.0000
LAND AND SEE EQUIPMENT CORP	16640.0000

ACCOUNT INFORMATION

LINE # 1
 ACCOUNT 00112145126402
 MACHINERY AND EQUIPMENT
 GENERAL EQUIPMENT

100.00

16400.00

16400.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 5/15/18
 Finance Dept. [Signature] Date 5/15/18
 Risk Manager [Signature] Date 5/15/18
 City Attorney [Signature] Date 5/15/18



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 5/15/2018

Requesting Department: Police

Contact Person: Capt Zeller

Explanation for Purchase:

Shipping containers will be utilized for storing City assets and Police Department evidence while transitioning to our temporary location.

Recommended Vendor Pac-Van

Dollar Amount of Purchase 16,400.00

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

001-1214- 512-64-02

Approvals:

Department Head

[Signature]

Date 5/15/2018

Purchasing Agent

[Signature]

Date 5/15/18

Asst City Manager

Date _____

City Manager

[Signature]

Date 5/16/18



Miami
6303 Blue Lagoon Dr Ste 400 Rm 464
Miami, FL 33126
PH: (305) 509-6065
FAX: (305) 509-6066

Purchase Agreement No: SFQ-422380
Purchase Agreement Date: 04-17-2018
Purchase Agreement Expires: 7 days
Sales Consultant: Joey Gonzalez
Email: jgonzalez@pacvan.com

Billing Information

CITYBB
City of Boyton Beach
Daniel Cline
100 East Boyton Beach Blvd
Boyton Beach, FL 33435
Pam Beach
Ph:(561) 634-1120

Shipping Information

City of Boyton Beach
3501 N Congress Ave
BOYNTON BEACH, FL 33428
Mike Brown
(561) 634-1120

Charges

	Quantity	Unit Price	Total Sale Price
Delivery to Boynton Beach included	8	\$0.00	\$0.00
WWT Used 20ft Steel Container	8	\$2,050.00	\$16,400.00

Total: \$16,400.00

w/Tax:\$17,548.00

Notes:

* Tax Amount is an estimate only.

SPECIAL OFFER:

Need temporary space?

Please ask us about our special pricing on select Mobile Offices and Modular Buildings with your order.

Included With Your Pac-Van Agreement:
Superior Customer Service
Nationwide Service From a Local Company
Your One Stop for Mobile & Ground-Level Offices, Modular Buildings, and Storage Equipment

This agreement is made between Pac-Van, Inc., herein called the Seller, and City of Boyton Beach herein called the Purchaser, and is subject to the Equipment and/or Services Purchase Agreement Terms and Conditions attached hereto.

The purchaser is responsible for securing any and all applicable building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact, and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.

→
**Sign
Here**

Signature:
Printed:
Title:
Date:

P.O. # 180999
5/17/18

Signature:
Printed:
Title:
Date:

Joey Gonzalez
Sales Representative



Miami
6303 Blue Lagoon Dr Ste 400 Rm 464
Miami, FL 33126
Ph: (305) 509-6065
Fax: (305) 509-6066

Storage Credit Application & Payment Options

Customer Information

Company: City of Boyton Beach
Address: 100 East Boyton Beach Blvd
City, ST ZIP: Boyton Beach, FL 33435

Name:
Phone: (561) 634-1120
Fax:

CREDIT APPLICATION (required for all customers)

TYPE OF ENTITY:

- ☐ CORPORATION (if you are using a fictitious business name, please include the fictitious business name.)
☐ LIMITED LIABILITY COMPANY
☐ LIMITED PARTNERSHIP
☐ PARTNERSHIP
☐ SOLE PROPRIETORSHIP
- RESALE #: _____
FEDERAL TAX I.D. #: _____
DUNS #: _____
BUSINESS START DATE: _____

OWNERSHIP

Name of owner(s): _____
Address: _____ City: _____ ST: _____ Zip Code: _____

BANK REFERENCES

Name: _____ Account #: _____ Contact Person: _____
City: _____ State: _____ Zip Code: _____

The undersigned acknowledges that this Credit Application relates to a commercial account and that the representations contained herein are material and intended to induce Pac-Van, Inc. to extend credit. The undersigned hereby authorizes Pac-Van, Inc. to communicate with any or all of the references listed above and any other credits sources, and waives any privacy of credit information rights or regulations.

Signature: _____ Date: _____
Printed Name: _____ Title: _____

☐ I elect Pac-Van's Simplified Credit Card Payment Option

Please complete and return to your Pac-Van Representative with your signed Agreement.

Payment by Credit Card: ☐ Visa ☐ Master Card ☐ Discover ☐ Amer. Exp.

Card Number: _____ Expiration Date: ____/____/____

Cardholder Name (as appears on card): _____

Cardholder Address: _____

Cardholder Email: _____

By signing below, you authorize Pac-Van, Inc. to charge the credit card listed above for all charges incurred. Charges will be made to the card above on a monthly basis for all amounts due

Cardholder Signature _____

Date _____



Equipment and/or Services Purchase Agreement Terms and Conditions

1. **Sale.** Pac-Van, Inc. ("Seller") hereby sells, and the party identified on the reverse hereof ("Purchaser") hereby purchases from Seller, all of Seller's right, title and interest in the equipment identified on the reverse hereof (the "Equipment") pursuant to the terms of this Equipment and/or Services Purchase Agreement (this "Agreement").
2. **Scope of Work.** Seller shall be responsible for delivering to Purchaser only the Equipment and/or rendering the services (the "Services") specified in the attached quote ("Quote") or scope of work document ("Work Document"). Seller is not obligated to sell any Equipment or render any Service unless specified on the attached Quote, Work Document or an approved change order signed by Purchaser and Seller. In the case of a building ("Building") which is newly manufactured, Seller may request Purchaser to approve floor plans, specifications, finish selections, and other documentation required by the manufacturer prior to commencing building process. Any changes to these Building specifications must be approved in writing by both Purchaser and Seller.
3. **Regulatory Requirements:** The Purchaser shall promptly execute and comply with all federal, state, and local statutes, ordinances, and all other regulatory requirements (including any state or local building codes) applicable to the Equipment. Unless the Quote states that Seller is responsible for obtaining permits for the Equipment, Purchaser shall be solely responsible for obtaining all permits necessary to set and occupy the Equipment. Purchaser shall be solely responsible for all taxes (including sales and property tax), permit fees and other costs related to the sale of the Equipment. After receipt of payment in full for the Equipment, Seller shall deliver to Purchaser a bill of sale or a statement of origin for the Equipment.
4. **Site Conditions:** Unless otherwise specified on the Quote, Purchaser shall be solely responsible for providing a safe, level, and compact site with appropriate accessibility for delivery of the Equipment and any Services or set up of the Equipment. Purchaser shall be responsible for additional costs related to site conditions deemed unacceptable or inadequate by Seller.
5. **Utilities:** Purchaser shall be solely responsible for arranging for utility service, running necessary utility lines and connecting utilities to the Equipment, unless specified otherwise on the Quote.
6. **Insurance:** Purchaser, at its own expense, shall insure for risks of loss or damage to the Equipment or injury to any person commencing upon arrival of the Equipment at the delivery location (when Equipment is unhooked from transportation equipment).
7. **Acceptance:** Upon completion of the Services, Seller will request acceptance of the Equipment ("Acceptance") by Purchaser. The Purchaser shall have the right to inspect all Equipment ("Inspection") prior to Acceptance. Inspection and Acceptance will not be unreasonably delayed or refused. Purchaser may submit a written list to the Seller for elements of the Equipment which are not accepted by Purchaser (the "Punch List"). Seller will use reasonable commercial efforts to resolve all Punch List items in a reasonable and timely manner. Upon receipt of Acceptance and full payment for the Equipment, Seller will authorize Purchaser to use the Equipment (including the transfer of keys if applicable). In the absence of a written Acceptance delivered to Seller from Purchaser, Purchaser's use by of the Equipment or payment in full acknowledges Purchaser's full Acceptance of the Equipment and satisfactory completion of Seller's responsibilities under this Agreement.
8. **Delays:** In the case of new manufactured Buildings, Purchaser may not delay delivery of a Building for more than 10 business days after the Equipment is made available to Seller by the Building manufacturer. In the event such a delay lasts 10 business days, Purchaser agrees to accept the Equipment on the tenth business day following delivery (the "Outside Delivery Date") "as is, where is" and responsibility for the Building including liability and risk of loss shall transfer to Purchaser on the Outside Delivery Date. In addition, Purchaser agrees to make immediate payment in full for the Equipment no later than the Outside Delivery Date. In the event of such delay, Seller reserves the right to change its pricing for any Services. If Purchaser fails to conduct the Inspection and provide Acceptance in a reasonable and timely manner (not to occur later than the Outside Delivery Date), Purchaser shall be deemed to have delivered Acceptance to Seller and shall pay Purchaser in full for the Equipment.

9. **Warranties:** Seller extends and assigns any and all manufacturer's warranties related to the Equipment. There are no additional warranties.

Warranty Disclaimer – EXCEPT FOR THE MANUFACTURER'S WARRANTIES, WHICH ARE HEREBY ASSIGNED TO PURCHASER, PURCHASER AGREES THAT THE EQUIPMENT, THE SERVICES RENDERED BY SELLER AND OTHER ITEMS DELIVERED TO PURCHASER ARE DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES AND RELEASES, ALL LIABILITIES AND OBLIGATIONS OF SELLER, AND PURCHASER AGREES THAT SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT PURCHASED BY PURCHASER OR THE SERVICES RENDERED BY SELLER, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, WORKMANSHIP, CONDITION, STORAGE CAPACITY OR COMPLIANCE WITH LAW.

10. **Payment Terms:** Unless otherwise stated in the Quote or Work Document, Purchaser shall pay Seller the price for the Equipment and the fees for the Services (collectively, the "Charges") for the Equipment and Services as follows: (a) 25% of the Charges are due upon signing and delivery of this Agreement to Purchaser, (b) 65% of the Charges are due upon delivery of the Equipment and /or Services and (c) 10% of the Charges are due upon Acceptance of the Equipment and/or Services.
11. **Assignment:** Purchaser shall neither assign its rights nor delegate performance of its duties under this Agreement unless specifically approved in writing by Seller.
12. **Termination of Agreement:** This Agreement may be terminated by Seller upon the occurrence of any of the following: (1) Purchaser fails to obtain credit approval from Seller, (2) Seller's business closes, (3) manufacturer's business closes and Seller is unable to obtain the same or similar Equipment from another manufacturer without additional cost, (4) Purchaser requests cancellation and receives Seller's written approval prior to Seller placing purchase order for the new manufactured Building or (5) Purchaser's default. Otherwise, Purchaser's breach of this Agreement shall not constitute a termination of this Agreement, and Purchaser shall remain liable for the full performance of all obligations on the part of the Purchaser under this Agreement.
13. **Indemnification:** Purchaser shall indemnify, hold harmless, defend and reimburse Seller and its directors, officers, shareholders, employees, agents, affiliates and assigns (collectively, the "**Seller Related Parties**") from and against all losses, damages, death, claims, injuries, costs and attorney's fees, whether or not caused by the concurrent negligence of the Seller Related Parties, arising from (a) the loss of, damage to or destruction of Equipment or its contents (the "Contents") due to collision, forces of nature, fire or other casualty, (b) damage to Purchaser's goods or property caused during storage in or transport of the Equipment or the Contents, (c) any levy, attachment or repossession of the Equipment, (d) any fine, liens, tax, penalty, towing, impound or other charges arising from Purchaser's use of the Equipment, (e) Purchaser's breach of this Agreement, (f) the use, maintenance, operation, ownership, transport or rental of the Equipment by Purchaser or Purchaser's agents, (g) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Purchaser's rental of the Equipment pursuant to this Agreement or (h) any environmental statutory or regulatory compliance requirements applicable to any Equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. The indemnification obligations of Purchaser hereunder shall survive the termination of this Agreement.
14. **Seller's Remedies:** In the event of any default by the Purchaser under this Agreement, Seller may: (a) declare the entire amount under this Agreement immediately due and payable, without notice or demand to the Purchaser, (b) sue for recovery of all payments, and other payments, then accrued or thereafter accruing, (c) take possession of the purchased equipment and any parts thereof, without demand or notice, wherever the same shall be located, without any court order or process of law and (d) sue for damages for loss of business profits, loss of revenue, labor costs, all expenses associated with the pick-up of the purchased equipment, attorney fees or any other consequential damage.



Equipment and/or Services Purchase Agreement Terms and Conditions

15. **Attorney Fees and Forum Selection:** In the event of any dispute arising under or in connection with this Agreement or any action to enforce this Agreement or to remedy a default or breach hereunder, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs and expenses related to such proceeding or claim, including, without limitation, reasonable attorneys' fees and expert witness fees. All claims brought by Seller against Purchaser or Purchaser against Seller shall be subject to and governed by the laws of the State of Indiana, venue for such claims shall be solely in and subject to the jurisdiction of Marion County, Indiana and no other jurisdiction.
16. **Sending of Notices:** For purposes of any notice required, Seller represents that its principal place of business is located at 9155 Harrison Park Court, Indianapolis, IN 46216. Purchaser represents that its principal place of business is located at the address set forth in the Quote. Notice mailed to the office of Purchaser or Seller shall constitute sufficient notice to comply with the terms of this Agreement. Notices emailed to Seller at notices@pacvan.com shall constitute sufficient notice to Seller.
17. **Entire Agreement:** The terms of this Agreement are intended by the Purchaser and Seller as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms. This Agreement may not be modified or rescinded in any manner except by the written agreement of both Seller and Purchaser. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



Introducing our new **PV3 Safety Container**

Pac-Van's PV3 Safety Container has the industry's only emergency exit feature, so there is no need to worry about getting trapped inside the container. Our secure design is tough for thieves to defeat, but our single-handle door is easy for you to open. That's the unique power of PV3!

Safe

Conventional container doors can be a struggle to open. Our lock and lever keep you from bending and stooping when opening your container, preventing injury.

Secure

The PV3 Safety Container design offers our highest level of security to help protect your equipment, tools and supplies.

Simple

Accessing the PV3 Safety Container is very simple for anyone to operate. Just turn the key, pull the lock pin and pull down on the lever.



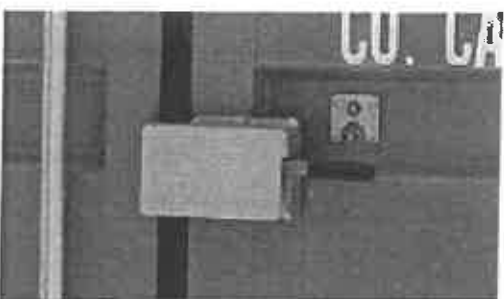
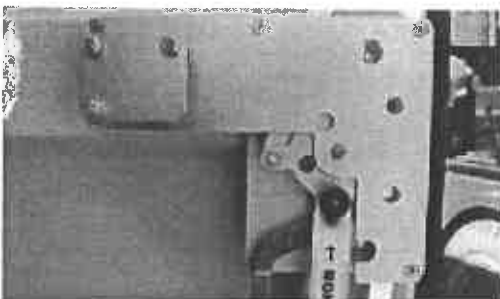
The emergency exit release allows easy opening from the inside. Should the door close on you while you're inside, you can easily escape, even if the door lock is engaged.

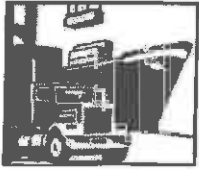


The PV design utilizes interior locking rods and a difficult to access solid brass lock with a hardened steel pin. You also have the option adding or substituting a standard padlock.



Our single-handle door provides quick and easy entry when you need to frequently get in and out of the container to grab supplies, making you and your team more efficient throughout the workday.





Land and Sea Equipment Corp.
P.O. Box 940366
Miami, FL 33194 - 0366
Phone: 305-499-9980
Fax: 305-499-9171

Quotation

DATE	Quote #
4/17/2018	1925

COMPANY NAME
City of Boynton Beach

P.O. NO.		TERMS	DUE DATE	REP	FOB	
		UPON RECEIPT	4/17/2018	JDS	BB, FL	
ITEM	DESCRIPTION	QTY	COST		TOTAL	
20' STEEL	20' steel containers, wind, water tight condtion, unit #to follow	8	1,900.00		15,200.00	
TRUCKING	Ground delivery on our big 48' trailer, 2 units delivered together	4	360.00		1,440.00	
	References:					
	City of Hollywood, Tony Tiru / 954-924-2980 / 954-815-5941					
	BSO, Greg Holness / 954-321-4592					
	City of Ft Lauderdale / Dawn Ramage / 954-495-3577					
	City of Miramar / Jeffrey Hughes / 954-883-6951					
	Sales Tax		7.00%		0.00	
Thank you for your business!			Total		\$16,640.00	



Quotation

Branch Location:

5900 SW 202nd Avenue,
Pembroke Pines, FL 33332
Salesperson Name: Thometra Caplo
Phone #: (954) 745-0027 Ext #: 7055
Fax #: (954) 745-0030
Email: tcaplo@mobilemini.com



Customer: BOYNTON BEACH CITY OF ACCTS PAYABLEPO BOX 310 BOYNTON BEACH , FL 33425-0310	Deliver To: BOYNTON BEACH CITY OF 3606 Quantum Blvd Boynton Beach , FL 33426-8637	Quotation: Sales Number: 0000589429 Delivery Date: 08/15/2018 Quote expires: 05/17/2018
---	---	--

Qty	Product Description	Additional Information	Period	Price Per Item
1	20' CONTAINER		One Time	\$ 2200.00 T
1	DELIVERY		One Time	\$ 211.00 N
Totals:				
Total Charges				\$ 2200.00
Total Delivery				\$ 211.00
Total Taxes 7.00%				\$ 154.00
Total Order				\$ 2565.00

T = Taxable
N = Not Taxable

Clarifications: This Quotation is based on the standard terms and conditions of the Mobile Mini Rental or Sale Agreement. Customer is responsible for all taxes, permits, fees, licenses, utility connections, foundation engineering, and the preparation of a level, compact 2000psf soil bearing capacity and accessible site. Mobile Mini does not warrant that the equipment meets any local or state code not specifically listed.

Mobile Mini Federal ID Codes: DUNS # 118062157, CAGE CODE # 0KWJ4

All sales are final, Customer is responsible for all maintenance and repair of the purchased unit.

Seller notifies buyer that seller has assigned its right (but not its obligations) in this quote, for the equipment described herein, to Mobile Mini Exchange LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange program.

Mobile Mini, Inc. d/b/a Mobile Mini Storage Solutions Master Lease Agreement Terms & Conditions

1. **Lease.** Customer ("you") hereby lease from Mobile Mini or its subsidiary ("**MMI**") all storage or containment units and equipment identified as part of this Lease and any future substituted or added units (collectively, "**Units**"). This Master Lease will govern all future rentals unless agreed in writing otherwise. Unless identified in writing as a sale, you shall not acquire any ownership interest in any Unit. The term of a Unit lease ("**Lease**") commences upon the date of delivery of a Unit and continues on a monthly (meaning every 28 days) basis (each a "**Period**") until terminated as provided herein. You agree to pay MMI the lease charges, sales and prorated personal property tax assessments or comparable amounts, delivery, pickup and fuel charges, Loss Limitation Waiver charge, waiting time charges if delivery/pickup exceeds one hour on-site, and other charges set forth in invoices delivered to you (collectively, "**Charges**"). Unless agreed to otherwise by MMI, all Charges are due monthly in advance without demand. Charges and terms of this Lease are subject to change upon notice to you and shall be effective upon the earlier of payment by Customer of its next invoice or the next Charges due date. You shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. You shall pay as liquidated damages (not a penalty) \$25 for dishonored checks and 15% of unpaid pretax Charges after each Charges' due date. If you have provided MMI with credit card information, you authorize MMI to charge your credit card for all Charges. You shall pay in advance the deposit indicated to secure your performance of a Lease. The deposit will be returned if Unit is returned in undamaged condition. MMI may apply the deposit to damage or Charges.
2. **Delivery, Use and Removal.** You may either pickup/return Units (upon meeting MMI insurance/indemnification requirements) or pay for MMI delivery/return. You may store Units at your delivery location or pay MMI to store Units at a MMI facility and agree Units may be stored by MMI at an alternative location in MMI's sole discretion. By using Units you or your agent accept the Units as free of defects, in good repair and working condition. You agree to inspect Units prior to use and to notify MMI in writing of any defect. Regardless of being in transit, at your location or a MMI facility, you shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents ("**Contents**") and your premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, leaking of any Unit, condensation, humidity, or damages relating to the delivery or removal of a Unit. You shall not allow habitation in Units or store dangerous, illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, or alter any Unit in any way (including drilling holes, painting or affixing signs). You agree not to store collectibles, currency, software, heirlooms, jewelry, works of art or anything having sentimental value to you and waive any claim for emotional or sentimental attachment to the Contents. If a Unit is delivered and placed by MMI, you must contact MMI to relocate any Unit and obtain MMI's written consent or pay MMI's relocation rates. You shall pay MMI all Charges to clean, paint, repair, remove locks, make immediately ready for re-lease any Unit and to remove, store, or dispose of Contents. You shall keep Units freely accessible at all times for inspection and removal. If a Unit is destroyed, damaged beyond repair, lost, stolen or not returned, you shall pay the Unit replacement value plus applicable taxes. You assume full responsibility for identifying and complying with local ordinances and for any fines or penalties resulting from your use or placement of Units in violation of such ordinances and/or regulations. You must call MMI to schedule Unit return. MMI will attempt to schedule delivery/removal of the Unit as requested by you but rental Charges will continue until return of the Unit is completed. You are responsible to remove all locks and clean and empty the Unit prior to return to MMI. MMI may remove all locks, empty Unit and any Contents left in Units may become MMI property without payment. You shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for MMI removal or for changes in site condition. MMI's driver or agent may refuse a delivery/removal and MMI can charge Customer if such cannot be accomplished due to safety or potential damage. You authorize MMI to attempt to place Units pursuant to your instructions on a driveway or other paved surface accessible from a street, over your lawn or other non-paved area and you represent that any placement area will have adequate size, clearance and structural integrity to sustain the weight and size of the Unit(s), delivery truck and any other related equipment.

3. **Warranty Disclaimer.** You shall maintain the Unit in good condition. You are responsible to weekly inspect the Unit's interior and exterior to assure it is in good working condition. You shall keep each Unit free from all liens and grant MMI a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. **MMI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND YOU AGREE YOU HAVE SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR YOUR INTENDED USE.** You lease the Units "as is." MMI shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, personal injury, death or other damages, direct or indirect, consequential or otherwise of you or your agents or invitees for any reason. You shall indemnify, hold harmless, defend and reimburse MMI and its directors, officers, employees, and agents "**MMI Related Parties**") from and against all losses, damages, death, claims, injuries, costs and attorney's fees arising directly or indirectly from (i) the use, placement, removal or condition of Units, (ii) the loss of, damage to or destruction of Units and/or Contents (iii) any fine, liens, tax, penalty, towing, impound or other charges arising from your use of the Units or (iv) your breach of this Lease. Units shall not be attached or affixed to real property.
4. **Insurance and Loss Limitation Waiver ("LLW").** Neither you nor your insurer shall have any claim (direct or subrogation) against MMI. **INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY--MMI DOES NOT PROVIDE ANY INSURANCE.** You will provide prior to delivery or upon request a Certificate of Insurance naming MMI as loss payee and additional insured with coverage equal to the Unit replacement cost. The policy shall be acceptable to MMI in its discretion and provide for 30 days notice to MMI prior to cancellation or modification. Unless you maintain such policy, you accept the LLW and shall pay its Charge. LLW terms are published on www.mobilemini.com/LLW and hereby incorporated by reference. You acknowledge receipt of such terms and that they are part of each Lease. Your payment of the LLW waives your liability for Units (not Contents) up to the replacement cost of Units subject to certain limitations.
5. **Miscellaneous.** MMI may terminate this Lease at any time without notice. Each of the following constitute an "**Event of Default**": (a) you fail to perform any term of any Lease, (b) you have bankruptcy, reorganization or insolvency proceedings threatened or instituted, or (c) MMI has a reasonable belief of an anticipatory default by you. Upon an Event of Default MMI may, without legal process or notice, terminate a Lease, enter any premises, repossess Units, remove any locks on property or Units, remove Contents without regard to their protection or pursue any other remedy available. You grant MMI access to your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, you approve MMI to remove Contents or exercise its Contents lien and you will have no claim for damaged Contents. If you do not pay all Charges due and remove all Contents from MMI premises, you grant MMI permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Customer releases and agrees to indemnify MMI and MMI Related Parties from any claims for trespass, conversion and any damages arising from repossession. You agree to pay, as liquidated damages, MMI's collection/repossession/disposal fees, attorney's fees and any other cost incurred by any Event of Default or the exercise of MMI's remedies. Repossession shall not relieve you of your obligation to pay Charges owed. No remedy herein is exclusive and shall be in addition to any remedy herein or otherwise available to MMI. If MMI seeks to recover or repossess Units by means of "writ of replevin" or similar method, you waive any bond posting requirement. Acceptance of partial payment shall not constitute a waiver of MMI's right to full payment. Any endorsements appearing on your checks shall not affect Charges owed. You shall not sell or sublease a Unit or assign your duties hereunder. MMI may assign, pledge or transfer this Lease without your consent. Except as provided in Section 1, a Lease may only be amended in writing executed by the parties, shall be governed by the state laws where this Lease was executed by MMI ("**Jurisdiction**") and contains the entire understanding of the parties and supersedes the terms of any purchase order or similar document from you or any other agreement among the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that MMI may bring suit against you in any county where the Unit is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the Lease or any other provision. This Lease may be executed in multiple counterparts and by electronic transmission, each of which shall be regarded as an original and constitute one instrument. Your indemnity obligations shall survive termination of a Lease. **You agree that MMI's total liability under this Lease shall not exceed \$5,000. MMI, you and your agents or invitees waive any right to trial by jury for any cause of action brought against MMI or MMI Related Parties.** Both parties agree to exclusively abide by the notice, access, lien and sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and sale procedures.

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181000
DATE: 05/17/18

VENDOR 2901

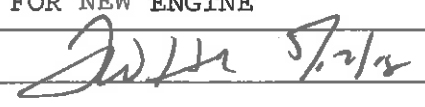
TO: TEN 8 FIRE EQUIPMENT INC
2904 59TH AVE. DRIVE E.
BRADENTON, FL 34203

SHIP TO:
City of Boynton Beach
FIRE STATION NO. 5
2080 HIGH RIDGE ROAD
BOYNTON BEACH, FL 33426

REQUISITION NO. 71372	ORDERING DEPARTMENT: OUIDA/ FIRE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	13.00	EA	ECO-10'D/J HOSE 5"X100' YELLOW W/5" STORZ key-dp50-600y-100-st list 1372.00 less 40%=823.20 VENDOR ITEM NO.- KEY-E10-50Y-100	571.5900	7430.67
2	12.00	EA	ECO-10 3"X50' WHITE LIGHTWEIGHT D/J CPLD 2.5" list 429.00 less 40%=257.40 VENDOR ITEM NO.- KEY-E10-30W-50	160.2300	1922.76
3	17.00	EA	FDNY D/J HOSE, 2.5"X50', ORANGE list 387.50 less 40%=232.50 VENDOR ITEM NO.- KEY-DP25FDNYO-50-ARN	182.3500	3099.95
4	15.00	EA	FDNY D/J HOSE, 1.75"X50', YELLOW list 304.00 less 40%=182.40 VENDOR ITEM NO.- KEY-DP18-800FDNYY50	131.2500	1968.75
5	4.00	EA	'COMBAT-READY' 1.75"X50' GREEN list 566.00 less 40%=339.60 VENDOR ITEM NO.- KEY-CR-17G-50	215.0000	860.00
6	1.00	EA	ECO-10' D/J HOSE 5"X30' YELLOW WITH STORZ list 600.60 less 40%=360.36 VENDOR ITEM NO.- KEY-E10-50Y-30	138.0000	138.00
7	1.00	EA	BIG 10 DBL JKT 3"X10' CPLD 2.5 WHT list 169.00 less 40%=101.40 VENDOR ITEM NO.- KEY-DP30-800-ARN 10'	85.0000	85.00

REMARKS:
FIRE HOSE FOR NEW ENGINE

PROCUREMENT SERVICES:		P.O. TOTAL:	15505.13
ACCOUNT NO. 001-2210-522.52-67	PROJECT		

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181000
DATE: 05/17/18

VENDOR 2901

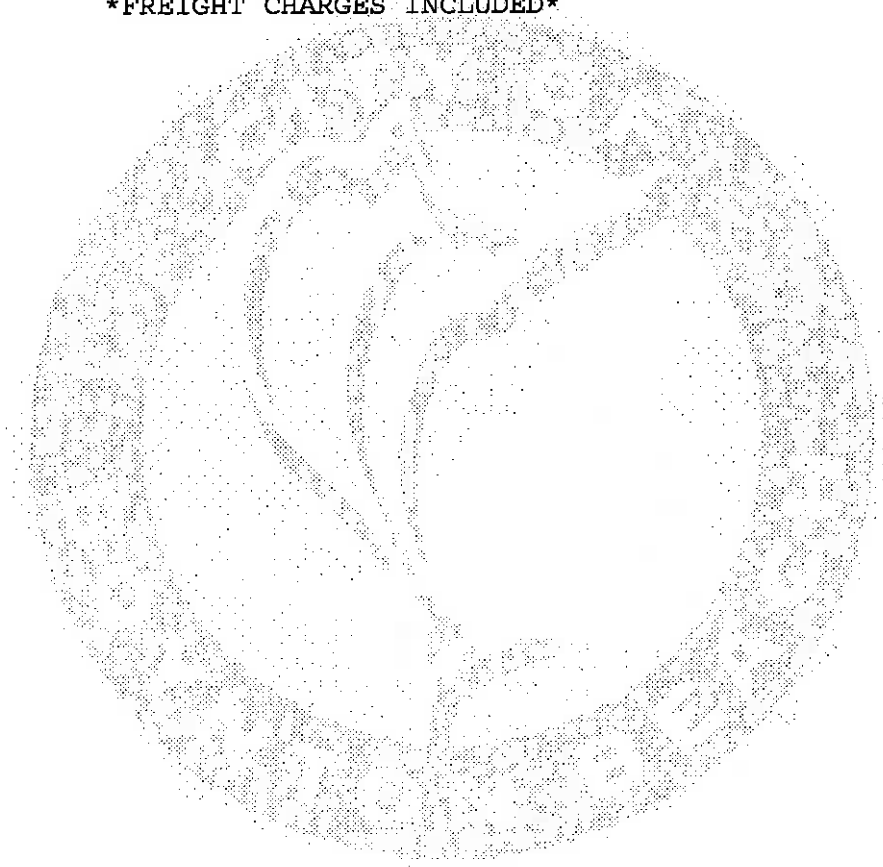
TO: TEN 8 FIRE EQUIPMENT INC
2904 59TH AVE. DRIVE E.
BRADENTON, FL 34203

SHIP TO:
City of Boynton Beach
FIRE STATION NO. 5
2080 HIGH RIDGE ROAD
BOYNTON BEACH, FL 33426

REQUISITION NO. 71372	ORDERING DEPARTMENT: OUIDA/ FIRE		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	---------------

QUOTE #Q175794
FREIGHT CHARGES INCLUDED



PROCUREMENT SERVICES:	<i>John H. [Signature]</i> 5/17/18	P.O. TOTAL:
ACCOUNT NO. 001-2210-522.52-67	PROJECT	

PURCHASE REQUISITION NBR: 0000071372

REQUISITION BY: OUIDA/ FIRE
STATUS: DEPT APPROVAL
REASON: HOSE FOR NEW ENGINE

DATE: 5/15/18
DELIVER BY DATE: 5/25/18

SHIP TO LOCATION: FIRE STATION 5/EOC

SUGGESTED VENDOR: 2901 TEN 8 FIRE EQUIPMENT INC

LINE NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
2	00122105225267	OPERATING SUPPLIES	100.00	1922.76
3	00122105225267	SUPPRESSION EQUIP/SUPPLY	100.00	3099.95
4	00122105225267	OPERATING SUPPLIES	100.00	1968.75
5	00122105225267	SUPPRESSION EQUIP/SUPPLY	100.00	860.00
6	00122105225267	OPERATING SUPPLIES	100.00	138.00
7	00122105225267	SUPPRESSION EQUIP/SUPPLY	100.00	85.00
				15505.13

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Freight Charges included.
Price per County Contract #17-0606L Expires
6/30/2018

Respectfully,

Ouida

Submitted Budge. transfer on 5/15/18

APPROVALS
City Manager [Signature] Date 5/15/18
Finance Dept. [Signature] Date 5/15/18
Risk Manager [Signature] Date 5/15/18
City Attorney [Signature] Date 5/15/18

PURCHASE REQUISITION NBR: 0000071372

REQUISITION BY: OUIDA/ FIRE
STATUS: DEPT APPROVAL
REASON: HOSE FOR NEW ENGINE

SHIP TO LOCATION: FIRE STATION 5/EOC
SUGGESTED VENDOR: 2901 TEN 8 FIRE EQUIPMENT INC
DATE: 5/15/18
DELIVER BY DATE: 5/25/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ECO-10'D/J HOSE 5"X100' YELLOW W/5" STORZ key-dp50-600Y-100-ST list 1372.00 less 40%=823.20 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	13.00	EA	571.5900	7430.67	KEY-E10-50Y-100
2	ECO-10 3"X50' WHITE LIGHTWEIGHT D/J CPLD 2.5" list 429.00 less 40%=257.40 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	12.00	EA	160.2300	1922.76	KEY-E10-30W-50
3	FDNY D/J HOSE, 2.5"X50', ORANGE list 387.50 less 40%=232.50 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	17.00	EA	182.3500	3099.95	KEY-DP25FDNYO-50-ARN
4	FDNY D/J HOSE, 1.75"X50', YELLOW list 304.00 less 40%=182.40 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	15.00	EA	131.2500	1968.75	KEY-DP18-800FDNY50
5	'COMBAT-READY' 1.75"X50' GREEN list 566.00 less 40%=339.60 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	4.00	EA	215.0000	860.00	KEY-CR-17G-50
6	ECO-10' D/J HOSE 5"X30' YELLOW WITH STORZ list 600.60 less 40%=360.36 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	1.00	EA	138.0000	138.00	KEY-E10-50Y-30
7	BIG 10 DBL JKT 3"X10' CPLD 2.5 WHT list 169.00 less 40%=101.40 COMMODITY: SECURITY FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	1.00	EA	85.0000	85.00	KEY-DP30-800-ARN 10'
REQUISITION TOTAL:					15505.13	

----- REQUISITION QUOTES -----

VENDOR NAME
MES
MUNICIPAL EQUIPMENT SERVICES

A C C O U N T I N F O R M A T I O N

PROJECT

LINE # ACCOUNT
1 00122105225267
OPERATING SUPPLIES
SUPPRESSION EQUIP/SUPPLY

%
100.00

AMOUNT
7430.67



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

Date: 5/15/2018

Requesting Department: FIRE RESCUE

Contact Person: J. DAVIDSON

Explanation for Purchase:

PURCHASE OF FIRE HOSE FOR NEW FIRE ENGINE AND FOR SPARE STATION HOSE

Recommended Vendor TEN - 8

Dollar Amount of Purchase 15,505.13

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____


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

Fund Source for Purchase:

001-2210-522.52.67

Approvals:

Department Head


J. W. H.

Date

5/15/18

Purchasing Agent

Date

5/15/18

Asst City Manager

Date

City Manager



Date

5/16/18

Form Revised 02/01/02



IN SERVICE TO SERVE YOU
TEN-8 FIRE EQUIPMENT, INC.
 2904 59TH AVENUE DRIVE EAST
 BRADENTON, FL 34203
 Phone : 800-228-8368
 Fax : 941-756-2598

Sales Quote

Page: 1

Sales Quote Number: Q175794
 Sales Quote Date: 4/30/2018
 Customer ID: BOYNTO
 SalesPerson: DAVID NUMMELA
 Ten-8 Contact: Bruce Scott

Sell To :

CITY OF BOYNTON BEACH
 FINANCE DEPARTMENT
 P.O. BOX 310
 BOYNTON BEACH, FL 33425-0310

Ship To :

CITY OF BOYNTON BEACH
 2080 HIGH RIDGE ROAD
 BOYNTON BEACH, FL 33426

Payment Terms : NET 30 DAYS

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Unit Price	Total Price
KEY-E10-50Y-100	ECO-10' D/J HOSE 5" X 100' YELLOW W/5" STORZ KEY-DP50-600Y-100-ST list 1372.00 less 40%=823.20	EACH	13	571.59	7,430.67
KEY-E10-30W-50	ECO-10 3" X 50' WHITE LIGHTWEIGHT D/J CPLD 2.5" list 429.00 less 40%= 257.40	EACH	12	160.23	1,922.76
KEY-DP25-FDNY-O-50-ARN	FDNY D/J HOSE, 2.5"x 50',ORANGE list 387.50 less 40%=232.50	EACH	17	182.35	3,099.95
KEY-DP18-800-FDNY50	FDNY D/J HOSE, 1.75" x 50', YELLOW list 304.00 less 40%= 182.40	EACH	15	131.25	1,968.75
KEY-CR-17G-50	'COMBAT-READY' 1.75" X 50' GREEN list 566.00 less 40%=339.60	EACH	4	215.00	860.00
KEY-E10-50Y-30	ECO-10' D/J HOSE 5" X 30' YELLOW WITH STORZ list 600.60 less 40%=360.36	EACH	1	138.00	138.00
KEY-DP30-800-ARN 10'	BIG 10 DBL JKT 3"X10' CPLD 2.5 WHT list 169.00 less 40%=101.40	EACH	1	85.00	85.00
INCLUDED	FREIGHT CHARGES INCLUDED	EACH			
LAKE	PRICED PER LAKE CO. CONTRACT	EACH			
LAKE2	#17-0606L EXPIRES 06/30/2018 cplgs laser etched with hose numbers year/month of manufacture	EACH			

Amount Subject to Sales Tax 0
 Amount Exempt from Sales Tax 15,505.13

Subtotal: 15505.13
 Invoice Discount: 0.00
 Total Sales Tax: 0.00
Total: 15,505.13

Quote Submitted By :Bruce Scott

This Quote is valid until 05/30/18



3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date 5/7/2018
Quote # QT1174882
Expires 6/6/2018
Sales Rep Cool, Troy K
PO #
Shipping Method FedEx Ground

Bill To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item #	Alt. Item #	Units	Description	QTY	Unit Sales Pri.	Amount
FIREQUIP Hose	DJ50YD		DJ50YD FIREQUIP Hose DJ 800 5" X 100' YELLOW	13	563.50	7,325.50
DJ30WB			DJ8003X2.5X50NSTWHITE	12	170.00	2,040.00
VS25OB			DJ800VICTORYSUPREME2.5X50NSTORANGE	17	174.00	2,958.00
VS17YB			DJ800VICTORY1.75X50NSTYELLOW	15	146.00	2,190.00
FIREQUIP Hose	CM17GB		CM17GB FIREQUIP Hose DJ 1000 Combat Master Flow 1.75" x 50' GREEN	4	218.00	872.00
FIREQUIP Hose	DJ50Y30		DJ50Y30 FIREQUIP Hose DJ 800 5" X 30' YELLOW WITH STORZ	1	281.18	281.00
FIREQUIP Hose	DJ30W10		DJ30W10 FIREQUIP Hose DJ 800 3" x 10' WHITE	1	70.50	70.50

FREIGHT INCLUDED
Laser Engraving or Factory Stamping Included
Deliver 3 to 5 weeks

Subtotal 15,737.00
Shipping Cost (FedEx Ground) 0.00
Total \$15,737.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1174882



Quote
Order # 401294-00

Entered Date	Taken By	Page #
4/27/18	DW01	1
PO #	Requested Ship Date	
	4/27/18	

Bill To CITY OF BOYNTON BEACH
SENT VIA EMAIL
P.O. BOX 310
BOYNTON BEACH, FL 33425-0310

Correspondence To Municipal Equipment Company, LLC
phone: 800-228-8448
fax: 877-775-2448
PO BOX 745023
Atlanta, GA 30374-5023

Customer # 2260

Ship To BOYNTON BEACH FIRE STA.#1
100 E. BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

Instructions
QUOTE EXPIRES ON 6/27/18

Ship Point	Via	Shipped	Terms
MUNICIPAL EQUIPMENT FLORIDA	Best Way		NET 30 DAYS

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount (Net)
1	FC50X100Y50S PONN CONQUEST LARGE DIAMETER HOSE WITH YELLOW DURACOTE TREATMENT, 100' X 5" COUPLED 5" STORZ	13	each	760.00	each	9,880.00
2	FC50X30Y50S PONN CONQUEST LARGE DIAMTER HOSE WITH YELLOW DURACOTE TREATMENT, 30' X 5" COUPLED 5" STORZ	1	each	375.00	each	375.00
3	8D30X50W25N NATIONAL 8D POLYESTER DOUBLE JACKET RUBBER LINED FIRE HOSE, WHITE, 50' X 3" COUPLED 2.5" NST	12	each	200.00	each	2,400.00
4	8D30X10W25N NATIONAL 8D POLYESTER DOUBLE JACKET RUBBER LINED FIRE HOSE, WHITE, 10' X 3" COUPLED 2.5" NST	1	each	108.00	each	108.00

Quote
401294-00

Order #

<i>Line</i>	<i>Product and Description</i>	<i>Order Quantity</i>	<i>Qty UM</i>	<i>Unit Price</i>	<i>Price UM</i>	<i>Amount (Net)</i>
5	8D25X50O25N NATIONAL 8D POLYESTER DOUBLE JACKET RUBBER LINED FIRE HOSE WITH ORANGE DURACOTE TREATMENT, 50' X 2.5" COUPLED 2.5" NST	17	each	150.00	each	2,550.00
6	FC17X50Y15N PONN CONQUEST FIRE HOSE WITH YELLOW DURACOTE TREATMENT, 50' X 1.75" COUPLED 1.5" NST	15	each	227.00	each	3,405.00
7	FC17X50G15N PONN CONQUEST FIRE HOSE WITH GREEN DURACOTE TREATMENT, 50' X 1.75" COUPLED 1.5" NST	4	each	227.00	each	908.00
8	M Memo: PRICES QUOTED INCLUDE FREIGHT	1	EA	0.00	EA	0.00
8	Lines Total	64.00			Subtotal	19,626.00
					Total	19,626.00

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181010
DATE: 05/21/18

VENDOR 14283


TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71346	ORDERING DEPARTMENT: FACILITIES/JL	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	11800.00 DL	EPOXY AND LEVEL TENNIS CENTR FLOORS 1. Remove, prepare and install neogard system in existing bathrooms. 2. Include 4 1/2 base. 3. Remove and replace existing toilets.	1.0000	11800.00

REMARKS:
QUOTE #33117

PROCUREMENT SERVICES:		P.O. TOTAL: 11800.00
ACCOUNT NO. 001-2511-519.49-17	PROJECT	

PURCHASE REQUISITION NBR: 0000071346
STATUS: DEPT APPROVAL
REASON: EPOXY & LEVEL TENNIS CENTER R.R. FLOORS
SUGGESTED VENDOR: 14283 ANZCO, INC.
DATE: 5/11/18
DELIVER BY DATE: 5/14/18

REQUISITION BY: FACILITIES/JL
SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	EPOXY AND LEVEL TENNIS CENTR FLOORS 1. Remove, prepare and install neogard system in existing bathrooms. 2. Include 4 1/2 base. 3. Remove and replace existing toilets. COMMODITY: EPOXY BASED FORMULAS SUBCOMM: COATING: PROTECT, METAL	11800.00	DL	1.0000	11800.00	
---	--	----------	----	--------	----------	--

REQUISITION TOTAL: 11800.00

REQUISITION QUOTES

SELECTED VENDOR:	VENDOR NAME
11800.0000	14283 ANZCO, INC.
14375.0000	14742 MCTEAGUE CONSTRUCTION CO.
15425.0000	10833 TALLEY WALKER SERVICES, INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT	OTHER CURRENT CHGS	PROJECT	%	AMOUNT
1	00125115194917	OTHER CONTRACTUAL SRVS		100.00	11800.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

to furnish supervision, labor and equipment and
materials to perform work.
scheduled 10 days

APPROVALS

City Manager [Signature] Date 5/12/18
Finance Dept [Signature] Date 5/14/18
Risk Manager [Signature] Date 5/14/18
City Attorney [Signature] Date 5/14/18



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

Req: 71346

Date: 5/17/18

Requesting Department: FACILITIES Contact Person: GAIL MOORE

Explanation for Purchase:

EPOXY & LEVEL TENNIS CENTER R.R. FLOORS

Recommended Vendor ANZLO

Dollar Amount of Purchase \$11,800.00

Source for Purchase (check and attach backup materials):

Three Written Quotations ☒

State Contract ☐

SNAPS ☐

Piggy-Back ☐

Emergency Purchase ☐

GSA ☐

PRIDE/RESPECT ☐

Sole Source ☐

Budgeted Item ☐

Other ☐

Contract Number: _____

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

Fund Source for Purchase:

001-2511-519-49.17.

Approvals:

Department Head [Signature]

Purchasing Agent [Signature]

Asst City Manager [Signature]

City Manager [Signature]

Date 5/15/18

Date 5/17/18

Date _____

Date 5/21/18

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ

Date: 5/7/18

*PRIORITY / DATE NEEDED BY:

☐ Copy Work - Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: _____

Account Number: _____ Project No.: _____

Request for Requisition -

Vendor:

AN2CO

Account Number: 001 - 2511 - 519 - 49 - 17 Project No.: _____

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____
Vendor: _____ Cost: _____
Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) - Attached.

☒ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form - Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes - Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions:

EPOXY & LEVEL TENNIS CENTER P. R.

FLOORS

Request completed by: _____

Date completed: 5/7/18

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.



1009 NW 31st Ave.
Pompano Beach, FL 33069
Phone: 754-222-6697
Fax: 954-532-2624
Boca Office Phone: 561-488-0822

Proposal

Date: 4/11/18
Quote No. 33117

Project: Tennis center bathrooms
3111 S. Congress
Drawings: jobsite visit

Attention: Gail Mootz

Dear Gail,

We propose to furnish supervision, labor, and equipment and materials to perform the following scope of work:

1. Remove, prepare and install neogard system in existing bathrooms.
2. Include 4 ½ base.
3. Remove and replace existing toilets.

Total costs	\$11,800.00
--------------------	--------------------

Exclusion: portable toilet rental

Schedule 10 days

If there are any questions please do not hesitate to call.

Sincerely yours,

John B. Zak

McTeague Construction Co., Inc.

POSPOSAL

City of Boynton Beach
222 N.E. 9th Ave
Boynton Beach FL 33435

May 2 2018

Attn: Gail Mooyz

Project: Tennis Center
311 S Congress Ave

- 1) Demo existing floor
- 2) Prepare concrete using steel shot blast and dustless grinding preparation
- 3) Install 1/8' Hybri-Flex Flooring system with matching 4 ½ "integral cove base manufactured by Dur-A-Flex inc.
- 4) Both men's and women's bathroom

Total	\$ 14,375.00
-------	--------------

Michael H McTeague

McTeague Construction Co Inc.

624 S.E. Central Parkway Stuart FL 34994 (772)286-6100 Fax (772)286-7130 E-mail mcteagueconstruct@att.net

4/30/18

PROPOSAL

Talley Walker Services Inc.
5208 Palm Way
Lake Worth FL. 33463
561-719-3101

LIC# CGC-060030

To: City of Boynton Beach
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL. 33425

Att: Gail Mootz

Location: Tennis Center
3111 S. Congress Avenue
Boynton Beach FL. 33435

Install Neogard Epoxy flooring system for the Tennis Center restrooms, men's and women's approximately 300 sq. ft. each restroom. The existing floor covering will be removed for the new epoxy to adhere to the surface. The System will go up the wall approx. 4-1/2" around the entire perimeter of the bathroom interior.

\$15,425.00 Total Price

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

May 11, 2018 9:44:48 AM

File Edit Commands Help

BUNDARUT PUBLIC SECTOR

NavLine

Account Balance Inquiry

Fiscal year: 2018
Account number: 00125115194917
Fund: 001 GENERAL
Department: 25 PUBLIC WORKS
Division: 11 FACILITIES MANAGEMENT
State activity: 51 GENERAL GOVERNMENT SERV
Sub activity: 9 OTHER GENERAL GOVT SERV
Element: 49 OTHER CURRENT CHGS
Object: 17 OTHER CONTRACTUAL SRVS

Annual Account Information	
Budget:	170,000.00
Encumbered amount:	79,261.60
Pre-encumbered amount:	.00
Expenditures:	57,519.48
Total expenditures:	136,781.08
Balance:	33,218.92

Requisition number: 0000071345
Requisitioned by: FACILITIES/JL
Requisition account amount: 11800.00

F3=Exit

☒ OK
☐ Cancel



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Legal Expenses - May 2018 - information at the request of the City Commission. No action required.

EXPLANATION OF REQUEST: Outside counsel has not provided the May 2018 invoices to Risk Management and therefore their April 2018 statements are included.

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

FISCAL IMPACT: Budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	Summary Goren General May
<input type="checkbox"/> Attachment	Goren Cherof Doody & Ezrol May 2018 Invoices
<input type="checkbox"/> Attachment	Summary Goren Risk May
<input type="checkbox"/> Attachment	Goren Cherof Doody & Ezrol May 2018 Risk Litigation Oversight invoices
<input type="checkbox"/> Attachment	Outside Risk Counsel Summary April
<input type="checkbox"/> Attachment	Outther counsel invoices April 2018

Goren, Cherof, Doody & Ezrol, P.A. - May 2018
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	97.5 Hours	17,500.00
Labor-general		3,303.65
Red light camera		5,114.30
Special Fire Assessment		205.00
Unsecured Creditors of Tribune		0.00
Memorial Park Replat		0.00
Litigation		4,076.50
Model Block Right of Way		325.95
Regions Bank (Germain, Cedyl)		0.00
Olen Properties Corp		353.50
HSBC Bank (Murray, Paul & Willie Mae)		0.00
Chandler, Nancy (RIC MAN)		25.00
Ditech Financial (Sainfleur, Felix)		0.00
FNMA vs Fils, Mikel Jean		0.00
Predelus, Love (HUD Complaint)		3,816.85
Reed, Gernard (Deutsche Bank Foreclosure)		0.00
Po Ying Sem, Trustee (Stanley, Edmund)		0.00
Wells Fargo (Lorme, Gilbert)		82.00
Nationstar Mtg (Meeks, Richard & Takeeta)		0.00
Secured Holdings		0.00
US Bank Natl Assoc (Demore, Julie Ann)		205.00
Town Square		29,684.85
Purchase of Parry Village Util Syst		0.00
HUD Housing Discrimination		0.00
Villa Del Sol Condo Assoc		0.00
Riverwalk Development Agt		0.00
Bank of NY Mellon (Naurelus, Iglad)		82.00
IAFF Grievance: Promotional Exam		110.00
6th Ave RW Ded BBCRA		0.00
The Crossings of Boyn Bch Condo		0.00
US Bank (Jackson, Alissa)		0.00
Purchase of Col Est Utility System		0.00
TOTAL General Legal Costs-May 2018		64,884.60

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-0005370
STATEMENT NO: 20323

Special Fire Assessment

			HOURS	
05/23/2018	MDC	Review materials, proposed budget schedule; prepare annual assessment adoption memo.	1.00	
		FOR CURRENT SERVICES RENDERED	1.00	205.00
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	MICHAEL D. CIRULLO	1.00	\$205.00	\$205.00
TOTAL CURRENT WORK				205.00
BALANCE DUE				<u>\$205.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-0603180
STATEMENT NO: 20324

LABOR - General

			HOURS	
05/01/2018	SHB	Receive and review various correspondence from HR re: training matters; meeting with JAC to discuss.	0.60	
05/02/2018	JAC	Preparation re: C. Cain pre-determination conference; review records.	1.20	
05/04/2018	JAC	Prep for, attend and follow up- Coin pre-D; follow up emails w/ attorney Garcia.	3.20	
05/09/2018	SHB	Receive and review Prince just cause documentation; follow up with Oldbury.	0.60	
05/11/2018	SHB	Attend pre-determination conference for Brown at City Hall. Attend pre-determination conference for Antico at City Hall. Discuss pending discipline matters with Laverriere and Oldbury. Discuss pending matters with JAC. Discuss pending matters with Oldbury.	5.00	
05/16/2018	SHB	Discuss various employee training matters with HR.	0.30	
05/19/2018	JAC	Research and review re: IAFF promotional exam grievance and arbitrability; review IAFF proposals re: monetary issue.	1.60	
05/23/2018	RAA	Research question on citizen going out to assist with emergency calls; Review Good Samaritan Act provisions; Review other applicable statutes and legislative history; Review Attorney General Opinion; Draft memorandum re: research conclusion.	2.60	
05/30/2018	SHB	Review Corum pre-d documents and follow up with Oldbury. Discuss IAFF grievance matters with JAC; follow up with Oldbury. Telephone conference with Oldbury re: grievance and arbitration matters.	1.00	
		FOR CURRENT SERVICES RENDERED	16.10	3,300.50

	RECAPITULATION		
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	6.00	\$205.00	\$1,230.00
RYAN A. ABRAMS	2.60	205.00	533.00
SHANA H. BRIDGEMAN	7.50	205.00	1,537.50

LABOR - General

Photocopies	<u>3.15</u>
TOTAL EXPENSES THRU 05/31/2018	<u>3.15</u>
TOTAL CURRENT WORK	3,303.65
BALANCE DUE	<u>\$3,303.65</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-0806020
STATEMENT NO: 20325

Attn: Lynn Swanson

Red Light Cameras

			HOURS		
05/03/2018	MDC	Review SCT opinion (Jimenez); telephone conference with SB coordinate update to City.	0.50		
	SHB	Receive and review Jimenez supreme court opinion; update Commission.	0.30		
05/04/2018	SHB	Follow up re: status of Hollander appeals and supplemental authority matters.	0.30		
05/09/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial. Research re: binding authority of Supreme Court decision; discuss with MDC and Weissman.	1.00		
05/11/2018	SHB	Prepare and file Notice of Filing - Jimenez supreme court opinions. Prepare and file notices of intent to rely on business records for use at trial.	2.50		
05/14/2018	SHB	Follow up with PD staff re: NOI processing matters.	0.30		
05/17/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.40		
05/22/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial. Follow up re: status of pending trials and NOIs needed for trial.	2.40		
05/24/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	3.50		
05/29/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.10		
05/30/2018	SHB	Follow up with PD re: size of evidence packet; correspondence to Tayson Gaines re: request for copies of evidence. Prepare and file notices of intent to rely on business records for use at trial.	3.10		
05/31/2018	SHB	Prepare and file Notices of Intent to Rely on Business Records for use at trial.	1.10		
FOR CURRENT SERVICES RENDERED			19.50		3,997.50

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.50	\$205.00	\$102.50
SHANA H. BRIDGEMAN	19.00	205.00	3,895.00

Red Light Cameras

	Photocopies	13.30
	TOTAL EXPENSES THRU 05/31/2018	13.30
11/27/2017	Prestige Reporting Service - Invoice 17-46452	903.50
12/17/2017	Prestige Reporting Service - Invoice 17-46592	95.00
04/28/2018	Prestige Reporting Service - Invoice 18-47862	105.00
		<u>1,103.50</u>
	TOTAL ADVANCES THRU 05/31/2018	1,103.50
	TOTAL CURRENT WORK	5,114.30
	BALANCE DUE	<u>\$5,114.30</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9001821
STATEMENT NO: 20326

Attn: Lynn Swanson

General Matters

			HOURS
05/01/2018	DNT	Review correspondence re: ordinance amending code sections related to wireless comm facilities in the right of way.	0.40
	JAC	Onsite office administration; closed file review; prepare for and attend Commission meeting; review mangrove trimming issue; prepare for opioid and gun regulation discussion; letter to Brinkman.	5.70
	SHB	Telephone conference with Laverriere re: property registration ordinance matters.	0.30
05/02/2018	JAC	Commission meeting follow up; review IAFF grievance and reply to JO; review Sims Center issue; review DEP issue - mangrove trimming.	2.80
05/03/2018	DNT	Review Jamaica Bay water service agreement partial release; review 500 Ocean sidewalk easement.	0.60
05/04/2018	SMS	meeting and prep with CAO attys re: advisory boards and committees meetings/assignments and related	0.10
	IS	Meeting and prep with CAO attys re: advisory boards and committees meetings/assignments and related projects	0.30
	JAC	Onsite; office administration; meeting follow up; calls re: procurement issues conference with SB re: Red Light Camera ruling and statutes; review DEP permit issue; review Hypoluxe Agreement.	2.70
	JGH	Meeting with prepare with City Attorney's Office regarding advisory boards and committees meetings/assignments and related matters.	0.30
05/07/2018	IS	Review email re:: hearing tomorrow on Boynton Beach police matter and advise JAC of same via email	0.30
	IS	Review statutes and code re: trimming of mangrove trees; Placed a call to Stacey Cecil to inquire further and will follow up on Fri. when she is back in the office.	1.10
	DNT	Review and revise agreements for use of church parking lot for special events.	0.60
	KLE	Review documents re: Frances Gray, research PACER, conference with Jim.	0.60
	JAC	Check updates on gun and opioid cases; review strategic plan info; review chronic nuisance status; review mangrove-DEP permit issue; review Garber arrest issues.	3.20
05/08/2018	IS	Telephone conference with Gary Dunmyer re: mangrove tree trimming	0.40

General Matters

			HOURS
	JAC	Review agenda matter; review procurement issues and statutes re: IT issues.	1.80
	DNT	Dictate and revise ordinances for revisions to chapter 12 and 13 re: wireless communication facilities and personal radio equipment.	1.90
	SHB	Telephone conference with Laverriere re: PRR matters; review PRR and follow up with Laverriere. Receive and review Chronic Nuisance data from City staff.	1.00
05/09/2018	IS	Review email and documents re: ownership of property in Leisureville; Review PAPA and Sunbiz and e-mail client regarding opinion on entity that owns same	0.40
	IS	Review and revise Indemnification Agreement for BB/Bright Guard Contract	0.50
	DNT	Telephone call with Ed Breese re: tolling of development order due to executive order issued by governor; research tolling statute for expiration of development order termination date; finalize ordinance amending HAM radio and TV antenna provisions.	1.30
	TAD	Confer with City personnel re: lease issue. Confer with lessor re: lease issues.	0.40
	JAC	Onsite office administration; review records re: move and retention requirements; review pending tort litigation assignments and discovery issues.	3.10
	SHB	Correspondence to Lexi Sanchez at Prochamps re: property registration ordinance matters.	0.30
05/10/2018	IS	Review Section 403 F.S. for rules and regulations re: mangrove trimming; Need to discuss with JAC before responding to client email	0.70
	JAC	Call with Commissioner re: Riverwalk premises; follow up research re: same and call to M. Weiner; model block plat and ROW review; agenda review; revise procurement document; review assignments and Assistant City Attorney work.	5.10
	SHB	Telephone conference with Laverriere re: Chronic Nuisance matters; follow up with City staff.	0.30
05/11/2018	SHB	Code/BTR: Various conference calls and correspondence with Pierre and Saleica re: code violations and BTR fines on Rodgers property during period of receivership. Review additional documentation and follow up with City staff.	1.00
	KLE	Review documents, research, confrence with Shana re Rodgers Units.	0.80
05/14/2018	IS	Conference with JAC re: mangrove trimming	0.30
	JAC	Onsite; staff meeting; prepare for meeting; records disposal review; review mangrove issue.	4.20
	SHB	Telephone conference with Pierre re:: magistrate hearings; review magistrate contract. Advise Code re: process for canceling hearings. Follow up with City staff re: revisions to Chronic Nuisance Ordinance.	1.00
05/15/2018	JAC	Onsite; office administration re: file retention; prepare for and attend Commission meeting; review liquidated damages emails; review additional procurement matters; conference with Julie O. re: discipline letters.	6.50
	DNT	Review habitat for humanity unity of title issue.	0.50

General Matters

			HOURS
05/16/2018	IS	Read and review existing draft of Bike Share Ordinance - Markup current version with revisions and additions/deletions - Send to JAC/Staff for review.	2.10
	SHB	Follow up re: pending foreclosure matters and change of attorney.	0.60
	MDC	Review budget schedule, confirm with city staff.	0.30
	JAC	Commission Meeting follow up; reveiw assignments; conference with JH re: misc. procurement opinions.	2.20
	DNT	Telephone call with Mike Rumpf re: Habitat for Humanity unities of title and drafting ordinances for Ham Radio and TV antennas.	0.40
	SHB	Follow up re: Chronic Nuisance ordinance and meeting matters.	0.30
05/17/2018	IS	Review police records and dvd's re: public records request redaction question	1.70
	DNT	Review inquiry re: cortina replat lien search request.	0.40
05/18/2018	IS	Complete review of bodycam footage and documents provided by client as responsive to PRR; Reviewed case law and statute re: body camera footage and emailed findings to staff accordingly	3.50
	JAC	Review opioid litigation and F/AG case; review Melo Step 1 grievance; review Chapter 9 fire code rewrite from Kathy Cline; work with M. Rumpf re: lodge code rewrite.	3.70
	DNT	Review inquiry re: cortina replat lien search request.	0.40
	DNT	Review issue with municipal lien search for cortina replat.	0.50
05/21/2018	IS	Draft Hold Harmless Agreement re: Munce mangrove trimming; Send to JAC for review and discussion; Revise Munce Agreement per conversation with JAC	1.70
	SHB	Receive and review Planning and Development Board agenda. Follow up re: inquiry re: procurement and raffle matters.	0.60
05/22/2018	RAA	Attend Planning and Development Board Meeting.	1.70
	DNT	Review lien search request issue for Cortina; telephone call with Yuri Konnikov re: parcels in Cortina development.	0.50
	SHB	Follow up re: Prochamps and property registration ordinance matters. Follow up re: pending public records requests.	0.70
05/23/2018	JAC	Review pending mail / memos; records search re: PBA Lodge noise and conduct control; conference with TD re: trial and Jenkins option.	2.00
05/24/2018	JAC	Case assignments review and discussion with Assistant City Attorneys; agenda preparation.	2.20
05/25/2018	IS	Meeting with CM, FWC and local PD/ Marine Patrol Unit re: Derelict Vessels	3.00
	DNT	Review issues related to Hussey utility termination and reinstatement; telephone call with Patricia Hussey re: utility termination.	0.50
	SHB	Follow up re: status of all pending foreclosure cases; prepare and file amended notices of change of attorney information.	0.40

General Matters

			HOURS	
05/29/2018	SHB	Attend meeting at City Hall re: foreclosed property registration ordinance. Review and approve agenda items. Receive and review inquiry from Chief Harris re: LPR construction matters; discuss with MDC. Review LPR contract and follow up with Harris and procurement.	4.00	
	JAC	Agenda review and preparation; calls with TH and LS re: pending; review procurement issues.	1.50	
	DNT	Telephone call with Dale Sugerman re: right of Briny Breezes to stop registration renewals due to failure to pay fine; review and revise tower and antenna ordinance.	0.60	
05/30/2018	SHB	Follow up re: pending agenda items. Follow up re: panhandling matters. Research re: PRR crash report matters.	2.50	
	DNT	Review and revise ordinance revising chapter 13; research ability to place hold on auto registration due to nonpayment of citations.	0.90	
	JAC	Procurement review; agenda preparation; review code rewrite issues; document review re: file closure.	3.00	
05/31/2018	JAC	Onsite - review procurement issue and related matters; records / file closure continued review; calls re: Chief selection process; agenda preparation.	2.20	
	SHB	Review and approve agenda items. Follow up re: property registration ordinance. Return call to Comm. Katz. Follow up re: PD inquiry for enforcement of Municipal Ordinance violations. Follow up re: status of Bruny criminal case (records hold).	3.00	
		FOR CURRENT SERVICES RENDERED	97.90	17,500.00
		TOTAL CURRENT WORK		17,500.00
		BALANCE DUE		<u>\$17,500.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9904936
STATEMENT NO: 20327

adv. Olen Properties Corp., et al

			HOURS	
05/09/2018	JAC	Review pleadings - emails and evaluate status for discussion with Commissioner.	0.60	
05/18/2018	JAC	Review status of case / pleadings; review dismissal of cross-claim; discuss hearing with RA.	0.80	
		FOR CURRENT SERVICES RENDERED	1.40	287.00

	RECAPITULATION	HOURS	HOURLY RATE	TOTAL
<u>TIMEKEEPER</u> JAMES A. CHEROF		1.40	\$205.00	\$287.00

Photocopies	66.50
TOTAL EXPENSES THRU 05/31/2018	66.50
TOTAL CURRENT WORK	353.50
BALANCE DUE	<u>\$353.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9904950
STATEMENT NO: 20328

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
05/02/2018	BJS	Review forfeiture matters and draft follow up correspondence	0.40
05/04/2018	SHB	Prepare and file Notice of Change of Attorney.	0.30
05/08/2018	RAA	Confer with litigation team re: pending cases and statuses.	0.40
	TAD	Meet with JAC and RAA re: status of litigation matters and trial.	0.70
05/09/2018	BJS	Follow up re: Powlenko re: Hearing/order with telephone calls with counsel for the parties	0.80
	RAA	Attend meeting with Human Resources Director re: discussion of pending litigation and presuit claims	2.10
	TAD	Meet and confer with City re: status of claims and litigation.	3.60
05/10/2018	RAA	Correspondence with H.R. Director re: proposal for settlement	0.20
05/11/2018	TAD	Receipt and review of correspondence re: report of claim and incident report. Review SIR re: claim.	0.30
	RAA	Review correspondence from risk management with attachments.	0.20
05/14/2018	BJS	Review forfeitures re: Oskar Lopez and follow up re: firearms, telephone call with Scott Harris	0.50
	RAA	Research case law and statutes on closed session notice requirements; Review meeting agenda for May 15, 2018 meeting.	0.50
	TAD	Receipt and review of correspondence from City re: claim letter. Receipt of claim information.	0.20
05/16/2018	RAA	Review summary judgment motion in Olen Properties Corp. v. Quantum Park Property Owners' Association, Inc.; Confer with Attorney Cherof re: attendance of hearing on motion.	0.50
05/18/2018	RAA	Attend summary judgment hearing re: Olen Properties Corp v. Quantum Park Property Owners' Association, Inc.	0.50
	BJS	Telephone calls and follow up re: Powlenko/Disposition of Property	0.50
05/21/2018	BJS	Attend hearing on the City's Motion to Determine Disposition of Property re: Powlenko and follow up	3.00
05/22/2018	BJS	Review new forfeiture matter and draft update correspondence to Scott	

Litigation Miscellaneous

			HOURS	
		Harris, review and follow up re: drug destruction petition	0.50	
05/23/2018	BJS	Review new forfeitures and telephone call with Scott Harris	0.70	
	SHB	Receive and review Motion for Entry of Final Judgment.	0.30	
05/25/2018	SHB	Receive Final Judgment of Garnishment; discuss with Tim Howard. Transmit to Tobey Brown for processing.	0.30	
05/29/2018	TAD	Confer with City re: information on officer and information on medical issues re: potential claim.	0.20	
05/30/2018	TAD	Confer with City re: status of claims and litigation issues.	1.90	
05/31/2018	BJS	Review forfeiture matters with teleconference call with Scott Harris	0.50	
	TAD	Receipt and review of correspondence re: potential claim. Review information on property and history re: claim information.	0.60	
		FOR CURRENT SERVICES RENDERED	19.70	4,038.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	4.40	\$205.00	\$902.00
SHANA H. BRIDGEMAN	0.90	205.00	184.50
BRIAN J. SHERMAN	6.90	205.00	1,414.50
TRACEY A. DECARLO	7.50	205.00	1,537.50

	Photocopies	35.00
	TOTAL EXPENSES THRU 05/31/2018	35.00
05/21/2018	Parking - BJS	3.00
	Parking -	3.00
	TOTAL ADVANCES THRU 05/31/2018	3.00
	TOTAL CURRENT WORK	4,076.50
	BALANCE DUE	<u>\$4,076.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905018
STATEMENT NO: 20329

Attn: Lynn Swanson

City of Boynton Beach Model Block Right of Way
Acquisition

			HOURS	
05/10/2018	RLL	Order updated title work on property.	0.30	
	KLE	Review plat documents, order title update for replat.	0.30	
05/18/2018	RLL	Review updated title search on property and meet with KLE on same.	0.40	
	KLE	Review updated title work for sign off on plat; confrence with Rachel re: real estate tax issue.	0.80	
		FOR CURRENT SERVICES RENDERED	1.80	313.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
KERRY L. EZROL	1.10	\$205.00	\$225.50
RACHEL L LEACH	0.70	125.00	87.50

Photocopies	12.95
TOTAL EXPENSES THRU 05/31/2018	12.95
TOTAL CURRENT WORK	325.95
BALANCE DUE	<u>\$325.95</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905019
STATEMENT NO: 20330

adv. Chandler, Nancy (RIC MAN)

			HOURS	
05/29/2018	IR	Reviewed trial order for this trial period; removed all future trial tracking in this matter.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	25.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	INGRID RIERA		0.20	\$125.00
				<u>TOTAL</u>
				\$25.00
		TOTAL CURRENT WORK		25.00
		BALANCE DUE		<u>\$25.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905263
STATEMENT NO: 20331

Attn: Lynn Swanson

Town Square Development

			HOURS
05/01/2018	SMS	Call with keith regarding the status of both assignments; rereading master leases for mentions of sales tax; email to counsel from Fantasy Chocolates	1.00
	RLL	Print and organize phase I and phase II inspection reports on main, police station and fire station properties.	0.50
	DJD	Address issues with Bond Purchase Agreement and leases.	1.70
	JAC	Review leases and related issues.	1.40
05/02/2018	SMS	Telephone conference call with city; call with barry hardy regarding comments on the first amendment and sales tax provision; emails back and forth with attorney for Chocolates and review of comments; email with lori regarding Library annex lease for mayors signature; review of 530 agreements; call with attorney for chocolates; call with brad; email regarding new amendments	1.60
	RLL	Attend conference call with DJD and city officials to discuss progress on signed leases and items needed from Mark Hefferin.	0.50
	DJD	Telephone call with City staff; review documents; telephone call with Bond Counsel Kate Stangle; telephone call with Bradley Williams, esq; telephone call with David Weisman; address amendments to lease.	4.40
05/03/2018	SMS	emails regarding the lease agreements	0.30
	DJD	Review supplement to Design Build Agreement with Haskell; review executed consent to assignment; address status of legal descriptions; telephone call with counsel for JKM.	1.50
05/04/2018	SMS	review of emails and documents for ground lease and developement agreements; update with keith on the status of the leases;	0.60
	DJD	Review documents.	2.40
	JAC	Review revised documents - phase 2 and leases/ assignments; review bond documents.	1.40
05/06/2018	DJD	Review documents.	2.60
05/07/2018	SMS	review of bond issues in Kates email; email to Jim regarding leases; email with mark; email from tim regarding W9 forms	0.70
	DJD	Continuation of review of proposed documents; exchange of emails.	3.70
05/08/2018	SMS	finalization of leases and emails with keith, gary, barry and Jim regarding security deposit; meeting about town square issues outstanding; emails with	

			HOURS
		barry regarding acknowledgement; call with keith regarding two free months; review of master lease for security deposit provisions; email to gary regarding Police department lease; call with gary	1.70
	DJD	Review documents, Development Agreement; address status of leases; telephone call with David Weisman, esq; telephone call with Kate Stangle.	3.10
05/09/2018	RLL	Telephone call from Colin Groff regarding exhibit C to Phase II Services Agreement; attend conference call with DJD, JAC and city officials to discuss status of leases and concerns in bond documents; attend conference call with DJD, city officials and counsel for developers.	2.20
	SMS	email to brokers for leases regarding assignment of lease and email to city regarding status of executed lease; review of executed lease from broker of police department site; town square conference call with city; town square conference call with all parties	1.80
	DJD	Review documents; telephone call with Kate Stangle; telephone call with City staff; participate in confrence call.	3.70
05/10/2018	SMS	review of David Weissman, attorney for fantasy chocolates email and response based off the terms of the assignment of lease at library facility	0.20
	RLL	Meet with DJD to review title work on project along with new legal descriptions and sketches; attend telephone conference with DJD and Colin Groff to discuss which parcels to include in title insurance; contact surveyor regarding legal descriptions for CEP and fire station properties in comparison to legal on deed received from BBCRA; review parcel maps received from surveyor on fire station property and contact Colin Groff for clarification on portion of property surveyed.	2.00
	DJD	Receipt of email from Kate Stangle; telephone call with Colin Groff; telephone call with Mark Raymond; review legal description; draft correspondence.	3.40
	JAC	Conference call with M. Raymond re: bond documents.	1.00
05/11/2018	SMS	review of emails to City Manager and Assistant CM's regarding the leases; updating of the lease spreadsheet for conference call; conference call regarding status of the leases with the City; emails with landlord of library annex space regarding lease agreement; email and review of amendment with attorney for landlord regarding switching the lease permitted uses to police department; emails regarding executed copy of the Lease at 209 seacrest; call with Attorney for the Landlord regarding needed changes to the amendment to accommodate the police station; review of amendment from the landlord conforming the use of the building to police department	1.80
	RLL	Telephone call to title examiner regarding parcels to be searched in title update; review revised exhibit "C" to phase II agreement received from client.	0.50
	DJD	Address leases; review documents.	2.40
	JAC	Document review; calls and preparation re: Mason Lodge title encumbrance release; review permits.	2.20
05/14/2018	SMS	email to attorney for property at 2045 high ridge regarding 2 free month's rent concession	0.10
	RLL	Meet with DJD to organize documents; attend conference call with DJD, JAC and Mark Raymond to discuss bond documents.	1.70
	JAC	Continued review of documents and update research re: points in opinion	

			HOURS
	DJD	letter; evaluate leave liability option.	2.40
	DJD	Organize documentation; telephone call with Mark Raymond.	1.70
05/15/2018	SMS	review of attorney for Fantasy Chocolate email regarding outstanding lease issues; printing of case law regarding town square project	0.30
	JAC	Review and discuss with M. Raymond lease issues and mortgage invalidity cases; conference with DJD re: same; research same.	1.40
	DJD	Address issue of eviction; review case law; telephone call with Mark Raymond; prepare for meeting.	2.60
05/16/2018	SMS	Telephone conference call with the City for outstanding issues; email to attorney for 2045 highridge regarding 2 month concession; review of permitted use provision in the 209 searcrest lease; email to City regarding permitted use; preparation of cases for town square bond issues and shepardization	1.20
	RLL	Attend conference call with DJD, JAC and City officials to discuss outstanding matters; prepare updated list of document status; prepare files for DJD's meeting with City on May 17th.	2.00
	DJD	Telephone call with City staff; review case law; telephone call with Mark Raymond, esq; telephone call with Kate Stangle and Dan Nelson; review Raymond's suggested revisions; address status of lease.	3.50
	JAC	Call with KS and DJD re: lease and eviction issues / bonds; follow up calls with M. Raymond re: same; prepare for conference.	2.20
05/17/2018	RLL	Review amendment to contract from counsel for JKM; review consent and assignment documents from counsel for E2L.	1.00
	SMS	emails with attorney for police department space regarding approval of 2 months concession as security credit; email to City regarding executed lease agreement	0.10
	DJD	Attend document meeting; review documents received from Jeff Bahn.	7.30
	JAC	Conference with key parties to review documents and process; review correspondence and analysis from M. Raymond.	7.80
05/18/2018	SMS	emails to the City regarding execution of leases and execution of amendment; email to City Manager regarding other possible lease site; drafting of security deposit acknowledgement for Fantasy Chocolates; emails to City regarding original assignment	1.20
	JAC	Calls and discussion - review re: surveys and title issues; conference with DJD.	0.80
	DJD	Address status of surveys and title work; confrence with JKM.	2.20
05/21/2018	SMS	email to the city regarding the assignment of lease at 2045 High Ridge; email to attorney for fantasy chocolates regarding location of the assignment; email to attorney for duke realty of the executed agreements	0.40
	RLL	Telephone call from title examiner with questions on title update for fire station property; follow up with surveyor on sketches for parcels 5, 6, 8 and 9; review updated title search on fire station property.	0.90
	DJD	Receipt and review of title exceptions filed by JKM for all three parcels; initial review of police station parcel title work.	1.80
05/22/2018	SMS	emails with the city regarding the police department lease; revision to the security deposit acknowledgement; email to city regarding security deposit	

			HOURS
		acknowledgement; emails regarding Fantasy Chocolates W9; call with City Manager regarding lease agreement for Police Department site	0.70
	DJD	Review title work; receipt of documents revised by bond counsel; address status of title work.	2.80
05/23/2018	SMS	review of last outstanding issues for Lease at 2045; phone conference; email regarding executed amendment of lease agreement	0.70
	RLL	Attend conference call with DJD, JAC and city officials to discuss open issues; work to gather title work and copies of title exceptions to send to surveyor to prepare ALTA surveys.	1.00
	DJD	Participate in conference call; address status of surveys; review title for police station; initial review of revised documents.	3.60
05/24/2018	SMS	meeting regarding issues in documents and comments by Mark Raymond; review of documents for differences between Mark Raymond comments and each agreement; email with Broker for City regarding executed documents; email to attorney from Fantasy Chocolates with attached Security Deposit acknowledgement and all executed docs for the lease agreement; revisions to Mark Raymonds comments on the bond agreements and sending to all parties for review	3.80
	RLL	Attend telephone conference with DJD and Ken Dodge to review prior survey on fire station property to address three foot shortage in legal description; telephone call and email to Colin Groff regarding ALTA survey needed on police station property.	0.70
	DJD	Address survey issue; telephone call with Ken Dodge, esq re: fire station; review revised documents.	2.70
05/25/2018	SMS	review of emails regarding new lease with the CRA for the library building; email to lori in response about executed lease agreement for police department space	0.30
	DJD	Address title work and surveys; telephone call with counsel for BBCRA; review documents.	3.60
05/29/2018	SMS	call with Kate Stangle over document revisions; reviewing changes to supplement and phase 2 docs; review of survey docs from Dave Lindley; review of bond documents following phone call with Kate; review of indenture of trust agreement circulated by Kate Stangle	2.90
	DJD	Review emails; review Development Agreement; telephone call with with Kate Stangle; esq. review revised documents.	2.90
05/30/2018	SMS	review of new revisions to docs for conference call with the City; meeting with DJ regarding revisions to the town square docs; phone conference with the City; emails to Kate Stangle and Bradley Williams regarding suggested changes to latest agreements; email to attorney for Duke realty about W9; email to Lynn regarding master lease for the new police department property; review of POS for meeting on 5/31; meeting about current issues outstanding with Town Square	3.70
	RLL	Attend conference call with DJD, JAC and city officials; proof new legal descriptions of parcels provided by surveyor; follow up with client on status of new survey on police station property; meet with DJD to discuss outstanding items; prepare DJD with documentation needed for meeting at City on 5/31/18; contact title examiner regarding revisions needed to title	

			HOURS	
		work on fire station property.	1.80	
	DJD	Review documents; Telephone call with clients.	3.30	
	JAC	Telephone conference with City team; follow up.	1.20	
05/31/2018	SMS	review of all docs for meeting to discuss the POS; drafting of reverter termination for Masonic Lodge reversionary interest; meeting regarding issues to bring up at POS meeting	6.30	
	RLL	Review latest versions of parcel legal descriptions from surveyor; review new Exhibit C to Phase II services agreement received from client; update document checklist; organize files for DJD's meeting with client.	2.00	
	DJD	Attend meeting on POS; review title related issues.	4.70	
	JAC	Conference with attorney and representatives to review bond related documents; follow up re: same.	4.50	
		FOR CURRENT SERVICES RENDERED	146.10	28,606.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	26.30	\$205.00	\$5,391.50
D.J. DOODY	71.60	205.00	14,678.00
SEAN M. SWARTZ	31.40	205.00	6,437.00
RACHEL L LEACH	16.80	125.00	2,100.00

Color photocopies	42.00
Photocopies	1,036.35
TOTAL EXPENSES THRU 05/31/2018	1,078.35
TOTAL CURRENT WORK	29,684.85
BALANCE DUE	<u>\$29,684.85</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905275
STATEMENT NO: 20332

Attn: Lynn Swanson

adv. Predelus, Love (HUD Complaint)

			HOURS	
05/01/2018	SHB	Prep for HUD mediation. Receive and review updated status documents from City staff.	1.00	
05/03/2018	SHB	Attended mediation at City Hall.	3.80	
	JAC	Prepare for, attend and follow up on conciliation conference.	9.00	
	SHB	Attended mediation at City Hall.	3.80	
05/07/2018	JAC	Review info re: Predelus permit status.	0.40	
05/31/2018	SHB	Receive and review various correspondence from Predelus, Kittendorf, and Lenson. Follow up with Lenson re: settlement agreement.	0.60	
		FOR CURRENT SERVICES RENDERED	18.60	3,813.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	9.40	\$205.00	\$1,927.00
SHANA H. BRIDGEMAN	9.20	205.00	1,886.00

Photocopies	3.85
TOTAL EXPENSES THRU 05/31/2018	3.85
TOTAL CURRENT WORK	3,816.85
BALANCE DUE	\$3,816.85

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905314
STATEMENT NO: 20333

Attn: Lynn Swanson

adv. US Bank Natl Assoc, et. al. (Demore, Julie
Ann, et. al.)

			HOURS	
05/03/2018	SHB	Prepare and file Answer to Complaint	0.40	
05/23/2018	SHB	Various correspondence with opposing counsel; review complaint and answer. Follow up with City re: current lien amount owed on property.	0.60	
		FOR CURRENT SERVICES RENDERED	1.00	205.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	SHANA H. BRIDGEMAN		1.00	\$205.00
				<u>TOTAL</u>
				\$205.00
		TOTAL CURRENT WORK		205.00
		BALANCE DUE		<u>\$205.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905318
STATEMENT NO: 20334

adv. Wells Fargo Bank, NA (Lorme, Gilbert, et. al)

05/03/2018	SHB	Prepare and file Answer to Complaint			HOURS	
					0.40	
		FOR CURRENT SERVICES RENDERED			0.40	82.00
			RECAPITULATION			
					<u>HOURS</u>	<u>HOURLY RATE</u>
					0.40	\$205.00
						<u>TOTAL</u>
						\$82.00

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905322
STATEMENT NO: 20335

adv. The Bank of NY Mellon Trust Co., et., al.
(Naurelus, Iglad, et., al.)

05/15/2018	SHB	Prepare and file Answer to Complaint			HOURS	
					0.40	
		FOR CURRENT SERVICES RENDERED			0.40	82.00
			RECAPITULATION			
					<u>HOURS</u>	<u>HOURLY RATE</u>
					0.40	\$205.00
					<u>TOTAL</u>	
					\$82.00	
			TOTAL CURRENT WORK			
			BALANCE DUE			

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905328
STATEMENT NO: 20336

IAFF Grievance: Promotional Exam

			HOURS	
05/22/2018	SHB	Receive and review IAFF request for arbitration; review CBA and follow up with JAC.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	110.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	SHANA H. BRIDGEMAN		0.40	\$275.00
				<u>TOTAL</u>
				\$110.00
		TOTAL CURRENT WORK		110.00
		BALANCE DUE		<u>\$110.00</u>

Goren, Cherof, Doody & Ezrol, P.A. - May 2018

Risk Cases

Jean-Baptist, Kevens	881.50
Kimsey, Erin (MVA)	143.50
Ford, Sharron(Negligence arrest)	61.50
Andrews, Spencer, v Haugh, Vincent (BBPD Emp)	0.00
Mina, German (Slip & Fall)	0.00
Gregory, Mola (Slip & Fall)	512.50
Oldham, Dana (fall)	0.00
Robinson, Bennie(False Arrest)	0.00
Galindez, Dennis(Slip & Fall)	578.00
Caliskan, Hasan(MVA)	0.00
Jenkins, Gail & Leon(Demolition)	14,397.05
Venegas, Jesusa	0.00
Blutcher, Pamela (MVA)	40.90
Goldman, Barry(Bike/grate accident)	287.00
Finz, Stephanie(Slip & Fall)	676.50
Occius, Facilia (P/NG Will-Marc Eugene)	0.00
Broberg, Leif Complaint(2015)	82.00
Novick, James (MVA Public Works)	0.00
Wade, George(auto accident)	50,017.55
Davila, Danielle (Police)	0.00
Coupet, Kenson (parent of child injured)	184.50
Honacher, Jack (Baker Act-Police)	389.50
Ryan, Ronald(whistleblower)	3,938.05
Readon, Jayden, Estate of (police chase)	2,029.50
Garber M.D., Harvey (excessive force)	4,715.35
Meyer, Tamara (MVA)	99.00
Harris, Justin (M/Atty Fees-Fed Suit)	6,162.20
Clemens, Jennifer (Personal Injury)	61.50
Russel Hugh Cooper	2,519.70
Samad, Raheel, a minor (park injury)	61.50
Dorce, Annesha (Public Works)	130.00
Gallegos, Doris (Public Works)	162.50
TOTAL Goren,Cherof Risk Legal Costs	88,131.30

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905022
STATEMENT NO: 20346

adv. Jean-Baptiste, Kevens

Billing Category 18-RLO
Claim #001470-000352-PP-01

			HOURS	
05/03/2018	TAD	Receipt and review of correspondence from investigator and prepare response to same. Prepare correspondence to City re: information from investigator.	0.30	
05/17/2018	TAD	Receipt and review of complaint and review case law re: same for response.	3.60	
05/31/2018	RAA	Review Complaint and consider response.	0.40	
		FOR CURRENT SERVICES RENDERED	4.30	881.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	0.40	\$205.00	\$82.00
TRACEY A. DECARLO	3.90	205.00	799.50

TOTAL CURRENT WORK	881.50
BALANCE DUE	<u><u>\$881.50</u></u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905029
STATEMENT NO: 20347

adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO

			HOURS	
05/14/2018	TAD	Prepare correspondenc to outside counsel re: meeting. Review case law re: issues with meeting. Receipt of correspondence from outside counsel re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	61.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.30	\$205.00	\$61.50
TOTAL CURRENT WORK				61.50
BALANCE DUE				<u>\$61.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905064
STATEMENT NO: 20348

adv. Kimsey, Erin (MVA)

Billing Category 18-RLO
Claim #001470-000228-AB-01

			HOURS	
05/04/2018	TAD	Receipt and review of correspondence re: mediation and prepare response to same.	0.20	
05/14/2018	TAD	Receipt and review of correspondence from outside counsel re: settlement and prepare correspondence to City re: same.	0.30	
05/17/2018	TAD	Receipt and review of correspondence re: settlement.	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	143.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.70	\$205.00	\$143.50
TOTAL CURRENT WORK				143.50
BALANCE DUE				<u>\$143.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905066
STATEMENT NO: 20349

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO
Claim #001470-000341-GB-01

			HOURS	
05/11/2018	TAD	Receipt and review of correspondence from plaintiff. Prepare response to same. Prepare correspondence to physicians re: depositions.	0.40	
05/14/2018	TAD	Receipt and review of correspondence from plaintiff re depositions and trial. Prepare response to same .	0.30	
05/23/2018	TAD	Receipt and review of correspondence from the plaintiff re: motion to continue and prepare response to same. Prepare correspondence to court re: motion.	0.40	
05/24/2018	TAD	Receipt and review correspondence from plaintiff re: discovery and trial status and prepare response to same. Prepare motion to continue and notice of hearing on same. Prepare correspondence to plaintiff re: motion and changes.	1.20	
05/31/2018	TAD	Prepare correspondence to plaintiff counsel re: motion to continue and receipt of response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	2.50	512.50

	RECAPITULATION			
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		2.50	\$205.00	\$512.50

TOTAL CURRENT WORK	512.50
--------------------	--------

BALANCE DUE	<u>\$512.50</u>
-------------	-----------------

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905083
STATEMENT NO: 20350

adv. Galindez, Dennis (slip & fall)

Billing Category: 18-RLO
Claim #001470-000330-GB-01

			HOURS		
05/11/2018	TAD	Receipt and review of correspondence from court re: hearings. Telephone conference with plaintiff counsel and judicial assistant re: trial conflicts. Prepare correspondence to Court re: conflict. Receipt of correspondence from Court re: telephone conference and prepare response to same. Receipt of correspondence from plaintiff re: conference.	0.90		
05/17/2018	TAD	Telephone conference with judicial assistant re: hearings. Telephone conference with plaintiff re: trial and hearing issues.	0.40		
05/18/2018	TAD	Receipt and review of correspondence from plaintiff re: trial and prepare response to same. Receipt of correspondence from Court re: information on hearings and prepare response to same.	0.40		
05/21/2018	TAD	Receipt of correspondence from the Court re: hearings and trial. Prepare response to same.	0.30		
05/24/2018	TAD	Receipt and review of correspondence from plaintiff and court re: hearing dates and status conference. Prepare correspondence to court and plaintiff re: same.	0.50		
05/25/2018	TAD	Receipt and review of correspondence from the court re: trial. Receipt of second correspondence from the court and prepare response to same.	0.30		
FOR CURRENT SERVICES RENDERED			2.80		574.00
RECAPITULATION					
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
TRACEY A. DECARLO		2.80	\$205.00	\$574.00	

04/18/2018	Parking - TAD	4.00
	Parking -	4.00

adv. Galindez, Dennis (slip & fall)

TOTAL ADVANCES THRU 05/31/2018	4.00
TOTAL CURRENT WORK	578.00
BALANCE DUE	<u>\$578.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905093
STATEMENT NO: 20351

Attn: Lynn Swanson

adv. Jenkins, Gail and Leon (Demolition)

Billing Code: 18-RLO
Claim #001470-000382-GD-01

			HOURS
05/02/2018	IS	Finish review of deposition of Leon Jenkins and prepare summary of same for trial.	0.60
	TAD	Attend motion to compel attendance at medication .	3.80
05/03/2018	TAD	Receipt and review of order on motion to compel. Receipt of correspondence from mortgage counsel re: payoff. Prepare correspondence to City re: same and information for mediation issues. Review information from mortgage company and extended telephone conference with counsel re: same.	1.40
05/04/2018	JAC	Trial preparation.	0.70
	TAD	Receipt and review of correspondence tom MERS counsel re: mediation issues. Prepare response to same. Prepare correspondence to City re: mediation and information from plaintiff.	0.60
05/08/2018	IR	Receipt and review of Plaintiff's Motion for Extension of Time, to Serve Answers and Responses to Defendant's Interrogatories and Second Request for Production; brief review of bench trial trial order, special set for July 16 and 17, 2018.	0.40
05/10/2018	TAD	Prepare correspondence to plaintiff re: trial disclosures. Receipt of response to same. Telephone conference with city manager re: property issues. Rceipt of correspondence from MERS counsel re: mediation.	0.70
	RAA	Telephone conference call with H.R. Director re: Jenkins mediation	0.20
05/11/2018	TAD	Receipt and review of documents from City re: mediation. Confer with director re: information on the property. Prepare for mediation of matter. Review statutes and ordinances re: information on cross claim. Review appraisal and information from plaintiff re: continued mediation.	1.40
	JAC	Conference call re: mediation options.	0.50
05/14/2018	TAD	Attend continued mediation of claim. Confer with JAC. Receipt of correspondence re: zoning issue from City.	7.30

adv. Jenkins, Gail and Leon (Demolition)

			HOURS
05/17/2018	TAD	Receipt of mediation report. Receipt of correspondence from mediator.	0.20
05/23/2018	RAA	Review pleadings and attachments; Review draft summary judgment motion; Begin reviewing and analyzing Plaintiff's deposition transcript and begin preparing deposition outline.	3.00
	IR	Receipt and review of Plaintiff's List of Trial Witnesses and Plaintiff's List of Trial Exhibits, filed with the Court this date; conference with TAD regarding same; reviewed pleadings and court order regarding deadlines, in advance of bench trial.	1.90
	TAD	Continue to review records and prepare exhibit list for trial. Revise witness list for trial.	4.30
05/24/2018	RAA	Continue reviewing Jenkins deposition transcript and continue drafting outline of testimony; Review Summary Judgment Motion; Research case law on inverse condemnation and evaluate argument for summary judgment; Review, analyze and annotate cases found; Draft new sections in Motion seeking summary judgment on trespass and inverse condemnation counts; Confer with Attorney DeCarlo re: plaintiff's inverse condemnation count, research conclusions, and review of summary judgment evidence.	7.00
	TAD	Continue preparation of witness and exhibit list for trial. Receipt of correspondence from plaintiff re: revised offer. Prepare correspondence to plaintiff re: depositions and discovery. Prepare notice of deposition of Nneka Jenkins. Prepare notice of deposition and duces tecum request for Smith. Prepare notice of deposition and duces tecum request for Newbold. Prepare subpoena for Newbold. Prepare notice of deposition and subpoena and duces tecum request to McClendon. Prepare notice of deposition and subpoena to Guritzky, Pendl, Briggs, and Luchey.	5.30
	IR	Continuation of trial preparation; conferences with TAD regarding same, including trial witnesses for both Plaintiff and defense; online research of potential expert witnesses; prepared emails to expert witnesses and ticklers to receive responses as soon as possible; reviewed other recent court filings; revised trial notebook.	3.20
05/25/2018	RAA	Continue drafting summary judgment motion; Continue research in support of dismissal of Negligence counts, Trespass count, and Conversion count.	5.20
	TAD	Prepare motion to compel and letter to plaintiff re: same. Prepare motion for special set date. Revise subpoena to expert re: request for additional information.	3.40
05/28/2018	RAA	Review transcript from November 6, 2014 Building Board of Appeals and Adjustments meeting; Review deposition transcript from deposition of City's Building Official and deposition exhibits; Review exhibits attached to the Complaint; Continue review of Plaintiff's deposition transcript; Continue drafting Motion for Summary Judgment and Statement of Undisputed Facts.	6.80
05/29/2018	RAA	Review exhibits attached to Plaintiff's deposition transcript; Identify all exhibits for attachment to Statement of Undisputed Facts in support of Motion for Summary Judgment; Research case law and statutes regarding authentication of certain exhibits; Continue drafting, review and finalize Statement of Undisputed Facts and Motion for Summary Judgment.	5.60
	TAD	Review and revise motion for summary judgment. Receipt of correspondence from plaintiff counsel re: mediation. Confer with City re:	

adv. Jenkins, Gail and Leon (Demolition)

			HOURS	
		revised offer. Confer with RAA and IVR re: trial and motion issues. Receipt of correspondence from City re: revised offer issues. Revise motion to continue re: conflict issues from the City. Review exhibit list and witness list and revise same re: trial disclosures. Telephone conference with expert witness and review information on same for trial disclosures.	3.30	
	IR	Telephone conferences with Robert Banting, City of Boynton Beach's anticipated real estate expert witness for appraisals and other related work; conferences with TAD regarding same; reviewed filed trial exhibits and trial witness lists accordingly; updated trial witness tracking and trial availability chart and other expert witness information, in advance of trial;	1.30	
05/30/2018	RAA	Receive and review correspondence with attachment re: plaintiff's neighbor's letter seeking damages; Evaluate claim and confer with Attorney DeCarlo re: same.	0.40	
	TAD	Continue preparation of exhibits for trial. Prepare documents for review by expert. Revise motion to continue. Prepare correspondence to plaintiff counsel re: deposition. Receipt of correspondence from plaintiff re: revised offer. Prepare notice of hearing on City's motions.	1.70	
05/31/2018	TAD	Receipt and review of correspondence from mortgage company re: claim. Prepare correspondence to plaintiff re: mediation issues and revised offer. Review information on plaintiffs re: trial exhibits and trial witnesses.	1.80	
		FOR CURRENT SERVICES RENDERED	72.00	14,216.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	1.20	\$205.00	\$246.00
IAN SINGER	0.60	205.00	123.00
RYAN A. ABRAMS	28.20	205.00	5,781.00
INGRID RIERA	6.80	125.00	850.00
TRACEY A. DECARLO	35.20	205.00	7,216.00

Color photocopies	23.45
Photocopies	138.60
TOTAL EXPENSES THRU 05/31/2018	162.05

04/09/2018	Parking - TAD	4.00
04/09/2018	Parking - TAD	9.00
04/18/2018	Parking - TAD	6.00
	Parking -	19.00
	TOTAL ADVANCES THRU 05/31/2018	19.00
	TOTAL CURRENT WORK	14,397.05

CITY OF BOYNTON BEACH

adv. Jenkins, Gail and Leon (Demolition)

Page: 4
06/04/2018
ACCOUNT NO: 306-9905093
STATEMENT NO: 20351

BALANCE DUE

\$14,397.05

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905102
STATEMENT NO: 20352

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS	
05/01/2018	IR	Receipt and review of original Medicare Affidavit of Pamela Blutcher, to send to Medicare for information; prepared email to litigation team regarding affidavit.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	37.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	INGRID RIERA		0.30	\$125.00
				<u>TOTAL</u>
				\$37.50
		Photocopies		1.40
		TOTAL EXPENSES THRU 05/31/2018		1.40
04/05/2018		Parking - TAD		2.00
		Parking -		2.00
		TOTAL ADVANCES THRU 05/31/2018		2.00
		TOTAL CURRENT WORK		40.90
		BALANCE DUE		<u>\$40.90</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905105
STATEMENT NO: 20353

adv. Finz, Stephanie (slip & fall)

Billing Category: 18-RLO
Claim #001470-000368-GB-01

			HOURS		
05/09/2018	RAA	Confer with Attorney DeCarlo re: case status and litigation strategy	0.40		
05/23/2018	RAA	Begin review of Finz claims file; Telephone conference with plaintiff's counsel re: discussion on settlement.	0.70		
05/31/2018	RAA	Continue review of file, including medical records from plaintiff; Research case law on issues supporting early dismissal of the case; Prepare litigation report.	2.20		
FOR CURRENT SERVICES RENDERED			3.30		676.50
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS			3.30	\$205.00	\$676.50
TOTAL CURRENT WORK					676.50
BALANCE DUE					<u>\$676.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905111
STATEMENT NO: 20354

adv. Goldman, Barry (bike/grate accident)

Billing Category: 18-RLO
Claim #001470-000373-GB-01

			HOURS		
05/02/2018	TAD	Receipt and review of correspondence re: settlement. Prepare correspondence to plaintiff counsel re: same.	0.30		
05/13/2018	TAD	Receipt and review of correspondence re: release. Review release and prepare revisions to same. Prepare correspondence to plaintiff re: release.	0.80		
05/15/2018	TAD	Receipt and review of correspondence re: release and release documents. Prepare correspondence to the City re: same.	0.30		
FOR CURRENT SERVICES RENDERED			1.40		287.00
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO			1.40	\$205.00	\$287.00
TOTAL CURRENT WORK					287.00
BALANCE DUE					<u>\$287.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF BOYNTON BEACH
 100 East Boynton Beach Boulevard
 Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
 06/04/2018
 ACCOUNT NO: 306-9905124
 STATEMENT NO: 20355

Broberg, Leif Complaint (2015)

Billing Category: 18-RLO
 Claim #001470-000390-EP-01

			HOURS	
05/11/2018	TAD	Receipt and review of correspondence re: interrogatories and review interrogatories.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	82.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.40	\$205.00
			<u>TOTAL</u>	<u>\$82.00</u>
		TOTAL CURRENT WORK		82.00
		BALANCE DUE		<u>\$82.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905132
STATEMENT NO: 20356

Attn: Lynn Swanson

adv. Wade, George (auto accident)

Billing Category: 18-RLO
Claim #001470-000380-AB-01

			HOURS
05/01/2018	IS	Draft letter to Dept. of State re: certified copy of dissolution of business	0.50
	IS	Research case law and statutes re: Motion to Amend Answer and Affirmative Defenses to Conform to Evidence; Review pertinent section of Deposition of George Wade; Draft Motion to Amend Answer and Affirmative Defenses to Conform to Evidence.	3.80
	IS	Review Plaintiff's Motion in Limine to Preclude Naming Third Parties on Verdict Form;	0.50
	TAD	Receipt and review of correspondence re: trial. Prepare direct of Cane. Review case law re: statements and prepare exhibits for trial. Review Plaintiff's motions in limine re: trial issues and evidence.	5.30
	IR	Preparation for jury trial for the week of May 21, 2018 through May 24, 2018 [advised court 3 - 4 days for trial]; preparation and revisions to Trial Notebook, to include Plaintiff's Motions in Limine to be ruled upon at the commencement of trial; updated trial witness file folders.	5.10
05/02/2018	IR	Trial preparation, in advance of trial special set for May 21, 2018 before Judge David French; preparation of updated trial witness files; prepared and responded to numerous emails regarding same.	6.20
	IS	Continue researching case law re: use of prior conviction for impeachment; Continue drafting Response in Opposition to Motion in Limine to Exclude Past Convictions	1.80
	TAD	Prepare direct examination of McPherson. Prepare exhibits and video. Prepare correspondence to witnesses re: trial setting and meetings. Receipt of response to same.	1.40
05/03/2018	IR	Trial exhibits reviewed and prepared in triple, for use at May 21, 2018 jury trial.	6.20
	TAD	Receipt and review of surveillance report and video. Confer with trial company re: issues with video. Prepare vior dire. Prepare direct of Obradovich re: surveillance report. Begin review of video for potential edits.	4.80
05/04/2018	IS	Conference with TAD re: outstanding events that need to be completed on this file	0.50
	IR	Continuation of trial preparation; conferences with TAD; reviewed and	

adv. Wade, George (auto accident)

			HOURS
		updated Team Projects To Do list;	5.90
	TAD	Receipt and review of correspondence from plaintiff re: exhibit review. Continue review of video re: issues. Confer with staff re: status of information on witnesses. Confer with judicial assistant re: court media equipment. Confer with IS re: motions in limine and response. Receipt of notice of deposition of Kabinoff.	3.60
05/05/2018	TAD	Continue review of information on plaintiff re: cross. Review discovery re: information on trial exhibits. Review Raso records and prepare cross re: trial.	2.70
05/07/2018	IS	Review draft Responses in Opposition to Def. Motions in Limine; Prepare case law at trial.	0.40
	RAA	Review, analyze and annotate the transcript for the deposition Dr. Thomas Roush for use during trial.	2.00
	TAD	Attend meeting with witness McPherson. Revise direct and prepare exhibits. Confer with trial graphix re: video surveillance. Review deposition of Kabinoff and prepare summary of same. Confer with RAA re: status, trial and tasks. Receipt of amended witness and exhibit list. Prepare motion to strike. Receipt of correspondence from excess carrier and city. Telephone conference with City re: reservation of rights.	6.40
	JAC	Review reservation of rights letters and discuss with TD.	0.40
	IR	Continuation of revisions to trial notebooks; updated jury instructions and retrieval of legal research to include in main jury notebook; prepared ticklers regarding lead up to jury trial; telephone conferences and emails with our trial witnesses regarding week of May 21, 2018.	6.50
05/08/2018	RAA	Draft deposition summary for deposition of Dr. Thomas Roush; Confer with Attorney DeCarlo Re Trial Strategy; Draft response in opposition to motion in limine to preclude naming third parties on verdict form; Research case law and statutes re: identifying nonparty defendant in verdict form.	3.10
	IS	Conference with TAD and Ryan Abrams re: Motions in Limine	0.40
	TAD	Review video and continue preparation of direct for investigator. Confer with RAA re: trial preparation. Complete cross of Kabinoff and continue preparation of exhibits for same. Review medical issues and draft outline of Zeide direct for meeting.	4.40
	IR	Continuation of updates and legal research for jury instructions notebook, main trial notebook; retrieved online court docket; researched and retrieved Judge David French's division instructions; prepared emails regarding updates; continued to revise Trial Witness Tracking Chart for use at trial.	5.90
05/09/2018	RAA	Research case law re: dismissal of action for fraud upon the court and related evidentiary standard.	0.50
	IR	Continuation of trial preparation, in advance of the special set trial that commences May 21, 2018; extensive review and comparison of online court docket with our internal pleadings index; finalized revisions to Trial Notebook; retrieved discovery responses, to ensure specific trial exhibits and discovery are complete and organized in advance of trial; receipt and review of emails regarding directives and projects.	6.20
	TAD	Continue review of surveillance. Confer with investigator re: trial testimony. Revise direct and trial exhibits for trial re: city witnesses.	4.30

adv. Wade, George (auto accident)

			HOURS
05/10/2018	TAD	Attend exhibit review and confer with plaintiff counsel re: motions. Mark exhibits and revise Obradovich direct. Continue preparation of Zeide direct for meeting and trial. Review additional medical records for plaintiff re: Zeide direct issues. Confer with IVR and RAA re: plaintiffs trial exhibits.	6.40
	RAA	Review, analyze and research arguments made in plaintiff's general motion in limine; Draft chart to memorialize research; Review and evaluate motion to exclude evidence of past crimes; Research case law and statutes to determine a response. Make additional edits to Response to Motion in Limine to Preclude Third Parties on Verdict Form; Review and make edits to proposed amended answer and affirmative defenses. Confer with Attorney DeCarlo Re trial strategy and preparation. Review criminal history report from Florida Department of Law Enforcement	5.00
	IR	Continuation of trial preparation, in advance of special set trial, commencing the week of May 21, 2018; conferences with RA and TAD regarding strategy, additional projects and trial witnesses; prepared emails to trial witnesses, to confirm trial preparation and trial specifics.	6.40
05/11/2018	IR	Continuation of trial preparation; finalized trial notebooks for use at jury trial, special set for May 21, 2018; reviewed documents received from Plaintiff's counsel at the trial witness exhibits exchange on May 10, 2018; retrieved and reviewed online court docket, to ascertain if additional trial subpoenas were issued by Plaintiff's counsel; continuation of legal research for various trial notebooks and for matters to be heard by the Court at the commencement and conclusion of trial.	6.10
	TAD	Meet with medical expert re: trial testimony. Prepare revisions to direct and review medical records and bills re: additional exhibits for trial. Revise Kabinoff cross with information from Zeide. Meet with Cane and review trial testimony. Make revisions re: information from Cane.	6.30
	RAA	Final review of Motion for Leave to Amend; Confer with Attorney DeCarlo re: trial strategy and preparation.	0.40
05/13/2018	TAD	Continue review of plaintiff's trial exhibits re: additional exhibits for hte deposition of Zeide and Kabiunoff and issues for motions. review case law re: trial motions.	2.70
05/14/2018	RAA	Review medical records and Wade's deposition transcript; Watch surveillance video; Determine factual grounds for a particular motion. Research question on expert testimony's admissibility. Confer with Attorney DeCarlo re trial preparation and strategy. Research grounds and procedure for making a certain type of motion during trial; Procedure for filing and proving grounds; Review transcript from Wade depo and review medical records for support.	5.80
	TAD	Receipt and review of correspondence re: deposition. Review case law re: expert issues for deposition of plaintiffs medical expert for trial.	0.90
	IR	Continued trial preparation; receipt and review of email from Judge David French's Judicial Assistant regarding pretrial stipulation and other trial documents; continued reviewing and noting Plaintiff's online social presence, including travel and dated entries; prepared notes from Trial Witness Tracking Chart, for use at trial week of May 21, 2018.	5.80
05/15/2018	IR	Continued trial preparation, for May 21, 2018;	3.10
	RAA	Review trial notebook and certain trial exhibits. Consider whether to counter	

adv. Wade, George (auto accident)

			HOURS
		designate transcripts. Complete witness folder for Dr. Roush. Review Drehmann deposition transcript and create deposition outline.	6.90
	TAD	Attend video deposition for trial of plaintiffs medical expert witness. Confer with plaintiff re: trial issues.	6.70
05/16/2018	IR	Finalized legal research and finalized defense team's trial notebooks for use at jury trial before Division AJ, Judge David French on May 21, 2018; online research on Plaintiff; conferences with TAD.	6.70
	TAD	Receipt and review of correspondence from plaintiff re trial and prepare response to same. Prepare cross of plaintiff and review Drahman summary and cross and revise same. Review correspondence from plaintiff re: changes to jury instructions and verdict form and review changes. Continue trial preparation.	4.30
05/17/2018	IR	Revisions to jury instructions notebook; prepared memoranda regarding online social media searches of Plaintiff, to assist with direct examination of Plaintiff when called at trial; reviewed and segregated Plaintiff's trial exhibits.	5.70
	RAA	Prepare for cross examination of Plaintiff's witness, Drehman. Confer with Attorney DeCarlo re: trial strategy and preparation; Begin drafting Motion to Dismiss for anticipated use during trial; Review Plaintiff's deposition transcript for additional factual support of Motion.	4.00
	TAD	Receipt and review of plaintiffs exhibit submission. Prepare correspondence re: objections to same. Receipt of correspondence from plaintiff re: prior discovery. Receipt of correspondence to judge re: verdict form and instructions. Receipt of order on motions in limine. Continue preparation of witness directs for trial.	4.50
05/18/2018	IR	Travel to and from Palm Beach Circuit Court, in preparation for Monday's trial; receipt and review several emails from opposing counsel regarding trial exhibits and other final requests and responses; preparation of City of Boynton Beach's trial team's portable office trial to go box of portable office needed for trial commencing Monday, May 21, 2018;	9.20
	RAA	Travel to and visit court for mock run ahead of scheduled trial. Confer with Attorney DeCarlo re trial preparation and strategy. Continue drafting Motion to Dismiss for anticipated use during trial. Review and analyze video evidence to prepare for use during trial.	5.40
	TAD	Review case law re: plaintiff exhibits and demonstrative aids. Receipt of correspondence from plaintiff re: exhibits. Attend meeting at court house re: trial preparation. Continue trial preparation.	8.80
05/19/2018	RAA	Additional research of case law supporting dismissal of action for fraud; Continue drafting and finalize draft of Motion to Dismiss for submission during jury trial; Select and prepare exhibits for attachment.	7.20
	TAD	Review case law re: motions in limine and prepare for arguments at trial re: issues. Perform research re: evidence required for medical bills and lost wage claims for trial. Revise open and prepare for trial.	3.60
05/21/2018	RAA	Travel to and attend first day of jury trial; Make further changes to Motion To Dismiss and add exhibits based on additional supporting evidence in record.	10.50
	IR	Travel to and attendance at jury trial in this matter, before Judge French,	

adv. Wade, George (auto accident)

			HOURS	
		commencing today;	10.80	
	TAD	Attend trial. Confer with plaintiff counsel re: trial issues. Confer with all witnesses re: trial attendance. Draft revised jury instructions. Revise direct of witnesses based upon testimony	12.70	
05/22/2018	RAA	Travel to and attend second day of jury trial.	8.50	
	TAD	Attend trial of matter. Review motion for fraud re: revisions. Prepare closing arguments. Meet with clients and witnesses re: testimony.	12.80	
	IR	Travel to and attendance at jury trial in this matter, before Judge French; received jury verdict.	11.80	
05/23/2018	IR	Conferences regarding jury verdict from trial; reviewed all documents and put paralegal notes in order, to be closed out [pending appeal by either party].	1.30	
	RAA	Receive and review correspondence and draft final judgment from plaintiff's counsel.	0.20	
	TAD	Receipt and review of correspondence re: judgment from adjuster and prepare response to same. Receipt of correspondence from Plaintiff re: costs and prepare response to same.	0.60	
05/24/2018	RAA	Correspondences from opposing counsel re: costs for inclusion in final judgment; Review attachment and scrutinize costs.	0.30	
	TAD	Receipt and review of correspondence re: judgment and prepare response to same.	0.20	
05/29/2018	IR	Reviewed post-trial deadlines, post verdict dated 5.22.18; receipt and reviewed Final Judgment entered by the Court this date, citing the jury's verdict of May 22, 2018.	0.90	
		FOR CURRENT SERVICES RENDERED	281.30	48,882.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.40	\$205.00	\$82.00
IAN SINGER	7.90	205.00	1,619.50
RYAN A. ABRAMS	59.80	205.00	12,259.00
INGRID RIERA	109.80	125.00	13,725.00
TRACEY A. DECARLO	103.40	205.00	21,197.00

Color photocopies	79.10
Parking	23.00
Photocopies	971.60
TOTAL EXPENSES THRU 05/31/2018	1,073.70

05/10/2018	Florida Department of Law Enforcement - Search	24.00
		24.00

adv. Wade, George (auto accident)

05/02/2018	Parking - TAD	4.00
05/10/2018	Parking - TAD	8.00
05/16/2018	Parking - TAD	3.00
05/18/2018	Parking - TAD	4.00
05/21/2018	Parking - TAD	15.00
05/31/2018	Parking - TAD	3.35
	Parking -	37.35
	TOTAL ADVANCES THRU 05/31/2018	61.35
	TOTAL CURRENT WORK	50,017.55
	BALANCE DUE	<u>\$50,017.55</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905190
STATEMENT NO: 20357

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS	
05/07/2018	TAD	Receipt and review of additional case law. Prepare City;s answer and affirmative defenses to amended complaint.	3.20	
05/08/2018	TAD	Receipt and review of case law re: response to amended complaint. Receipt of correspondence from outside counsel re: proposal. Receipt of return of service on Eugene and Bond. Receipt of correspondence from outside counsel re: request for information on event.	2.70	
05/10/2018	TAD	Telephone conference with city manager and risk director re: claims and issues from personnel files.	0.40	
05/13/2018	TAD	Revise answer and affirmative defenses to include additional defenses. review case law re: additional defenses to plaintiff claims.	2.30	
05/23/2018	RAA	Review memorandum provided by co-counsel with pictures of the deceased plaintiff; Review Pleadings.	0.60	
05/25/2018	TAD	Receipt and review of correspondence re: report and prepare response to same. Receipt of notice of non-party production and prepare request for record from same. Receipt of second notice of non-party production and prepare request for records.	0.70	
		FOR CURRENT SERVICES RENDERED	9.90	2,029.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	0.60	\$205.00	\$123.00
TRACEY A. DECARLO	9.30	205.00	1,906.50

TOTAL CURRENT WORK 2,029.50

BALANCE DUE \$2,029.50

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905213
STATEMENT NO: 20358

adv. Coupet, Kenson (parent of child injured)

Billing Category: 18 - RLO
Claim #001470-000405-GB-01

			HOURS		
05/04/2018	TAD	Receipt and review of request for copies of non-party records. Review claim information re: subpoenas.	0.20		
05/31/2018	TAD	Receipt and review of motion and case law. Extended telephone conference with Plaintiff counsel re: claim and potential resolution of motion and case.	0.70		
FOR CURRENT SERVICES RENDERED			0.90		184.50
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO			0.90	\$205.00	\$184.50
TOTAL CURRENT WORK					184.50
BALANCE DUE					<u>\$184.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905215
STATEMENT NO: 20359

adv. Honacher, Jack (Baker Act - Police)

Billing Category: 18 - RLO

			HOURS	
05/01/2018	TAD	Receipt and review of release document and prepare correspondence to City re: same.	0.30	
05/04/2018	TAD	Receipt and review of correspondence from plaintiff re: settlement and prepare response to same.	0.20	
05/10/2018	TAD	Prepare correspondence to court re: hearing. Receipt of response to same. Receipt of order on case management conference. Prepare correspondence to plaintiff re: order.	0.80	
05/23/2018	TAD	Prepare final disposition sheet, stipulation and order. Prepare correspondence to plaintiff re: same.	0.40	
05/25/2018	TAD	Prepare correspondence to city re: order of dismissal.	0.20	
		FOR CURRENT SERVICES RENDERED	1.90	389.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO	1.90	\$205.00	\$389.50

TOTAL CURRENT WORK 389.50

BALANCE DUE \$389.50

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905216
STATEMENT NO: 20360

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470-000410-EP-01

			HOURS
05/02/2018	TAD	Meet with Moreno re: information on claim. Prepare correspondence to plaintiff counsel re: depositions.	3.30
05/03/2018	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same. Prepare correspondence to officers re: depositions. Review information for deposition of Magnanti and prepare for same.	1.90
05/04/2018	TAD	Prepare motion to continue and notice of hearing on same. Prepare correspondence to plaintiff counsel re: motion.	1.30
05/11/2018	TAD	Receipt and review of correspondence re: Trejo and prepare response to same.	0.30
05/15/2018	TAD	Receipt and review of correspondence re: motion to disqualify. Receipt of motion and affidavit. Prepare correspondence to Plaintiff re: same. Receipt of correspondence to Court re: motion and order.	1.30
05/16/2018	TAD	Attend hearing on motion to disqualify and continue. Confer with Plaintiff counsel. Prepare correspondence to City re: same.	4.70
05/19/2018	JAC	Review order re: disqualification and review / audit pleadings.	0.60
05/23/2018	TAD	Receipt and review of email from plaintiff re: trial and prepare response to same. Revise notice of hearing on motion to continue. Confer with Plaintiff counsel re: trial and mediation. Prepare correspondence to Court re: motion to continue and trial conflict.	0.90
05/24/2018	IR	Receipt and review of trial deadlines, pursuant to Judge Sasser's Order entered April 17, 2018 regarding newly filed motions, in preparation for next trial period commencing May 29, 2018 through July 6, 2018; prepared tickler for May 30, 2018 to check Division AK trial docket [Judge Sasser follows e-calendar call, with conflicts due to the Court by May 24, 2018]; conference regarding trial preparation and the City of Boynton Beach's Motion to Continue trial, to be rescheduled from today's UMC calendar.	1.60

adv. Ryan, Ronald (whistleblower PD)

			HOURS		
	TAD	Receipt and review of correspondence from plaintiff re: calendar call and prepare response to same. Prepare correspondence to plaintiff re: discovery. Prepare motion to continue trial and notice of hearing on same. Receipt of correspondence to court re: calendar call and prepare correspondence to plaintiff re: same.	0.90		
05/29/2018	IR	Reviewed online court docket and online Judge Sasser's trial schedule, for period commencing May 29, 2018 through July 6, 2018 [no trials listed, thus far]; conference with TAD regarding same.	0.60		
05/30/2018	IR	Receipt and review of Plaintiff's paralegal email regarding trial commencing the week of June 11 - 15, 2018; online review of Judge Sasser's trial docket [posted this date]; conferences with TAD; telephone conference with Judge Sasser's judicial assistant; conference call with Plaintiff's paralegal and TAD; prepared ticklers for follow up on City's pending motion to continue; conference regarding UMC hearing date, to be moved up, in advance of trial period, set by the Court.	1.30		
	TAD	Receipt and review of correspondence from plaintiff re: mediation and trial and prepare response to same. Review information on trial setting with IVR. Prepare correspondence re: same.	0.80		
05/31/2018	IR	Online check of Court's Trial June trial calendar; reviewed City of Boynton Beach's correspondence with the Court explaining court filings, etc.; reviewed online court docket recently filings and dates of same; online research of proposed mediator, by Plaintiff's paralegal;	1.70		
		FOR CURRENT SERVICES RENDERED	21.20		3,930.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.60	\$205.00	\$123.00
INGRID RIERA	5.20	125.00	650.00
TRACEY A. DECARLO	15.40	205.00	3,157.00

Photocopies	8.05
TOTAL EXPENSES THRU 05/31/2018	8.05
TOTAL CURRENT WORK	3,938.05
BALANCE DUE	<u>\$3,938.05</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905237
STATEMENT NO: 20361

Attn: Lynn Swanson

adv. Clemens, Jennifer (Personal Injury)

Billing Category: 18 - RLO
Claim #001470-000417-GB-01

			HOURS	
05/11/2018	TAD	Receipt and review of order on case management conference. Receipt of correspondence re: order and order and prepare response to 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>
				\$61.50
		TOTAL CURRENT WORK		61.50
		BALANCE DUE		<u>\$61.50</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
06/04/2018
ACCOUNT NO: 306-9905277
STATEMENT NO: 20362

adv. Meyer, Tamara (MVA)

Billing Category: 18 - RLO
Claim #001470-000427-AB-01

			HOURS	
05/14/2018	TAD	Receipt and review of correspondence from city and adjuster re: claim status and report. Review report.	0.30	
	IR	Receipt and review of email enclosing Gallagher Bassett Detailed Status Report Liability on this claim; prepared tickler to retrieve information and check discovery status on this case.	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	99.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	INGRID RIERA		0.30	\$125.00
	TRACEY A. DECARLO		0.30	205.00
				<u>TOTAL</u>
				\$37.50
				61.50
		TOTAL CURRENT WORK		99.00
		BALANCE DUE		<u>\$99.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905282
STATEMENT NO: 20363

Attn: Lynn Swanson

adv. Garber M.D., Harvey (excessive force)

Billing Category: 18 - RLO
Claim #001470-000429-PP-01

			HOURS
05/01/2018	TAD	Receipt and review of complaint. Confer with outside counsel re: removal. Review statute re: removal requirements.	1.30
05/03/2018	TAD	Receipt and review notices of removal and prepare correspondence to co-counsel re: same. Receipt of notice of judicial assignment.	0.40
05/04/2018	TAD	Receipt and review of case law re: response to complaint. Receipt of correspondence from outside counsel re: evidence and representation.	1.30
05/07/2018	TAD	Telephone conference with City re: issues with claim and video. Receipt of correspondence re: motion for extension of time.	0.30
05/08/2018	TAD	Receipt and review of motion for extension of time from officers. Prepare motion for extension of time for Katz and City. Receipt of correspondence from City re: videos and requests.	1.80
05/09/2018	RAA	Review information claim.	0.40
	TAD	Review information on claim. Review statute re: request for records. Confer with City re: request and with JAC re: claim issues.	0.50
05/15/2018	RAA	Review Complaint and review rules of procedure and research case law re: sufficiency of allegations. Begin drafting Answer and Affirmative Defenses.	1.00
	TAD	Receipt and review of correspondence re: additional information on arrest. Review additional information from City and prepare correspondence to officer counsel re: same.	0.80
05/16/2018	RAA	Research case law and statutes supporting Section 1983 cause of action in federal court; Determine whether Complaint legally states a 1983 claim against the City or the police chief; Review the evidence in file; Continue drafting answer and affirmative defenses.	6.40
	TAD	Confer with RAA re: response to complaint. Prepare correspondence to City re: report. Review additional information from the City re: incident.	0.80
05/17/2018	RAA	Draft Motion to Dismiss Complaint against chief of police; Research case	

adv. Garber M.D., Harvey (excessive force)

			HOURS		
		law in support of affirmative defenses based on state law, and loss of wage claim; Review, edit and finalize draft of Answer and Affirmative Defenses.	2.60		
	TAD	Receipt and review of officers motion to dismiss and supporting memorandum of law. Review case law re: claims and courts procedures.	1.30		
05/23/2018	TAD	Receipt and review of correspondence from plaintiff and officer counsel re: mediation and prepare correspondence to City re: same.	0.30		
05/24/2018	TAD	Receipt and review of correspondence from officer counsel re: mediation and mediator and prepare response to same. Receipt of order from the Court re: deadlines and discovery schedule. Receipt of order setting status conference. Receipt of standing order on discovery from magistrate.	1.70		
05/29/2018	TAD	Receipt and review of additional information from the City re: incident and officers. Receipt of correspondence from plaintiff counsel re: mediation. Prepare correspondence to the City re: mediation and receipt of response to same.	1.30		
	IR	Initial review of Order Setting Pretrial Deadlines, Order of Requirements, Order of Reference to Magistrate Judge and Order of Reference to Mediation, entered by US District Court Judge Robin L. Rosenberg on May 24, 2018; conferences regarding detailed deadline dates and summaries of same - including follow up ticklers.	1.20		
		FOR CURRENT SERVICES RENDERED	23.40		4,701.00

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	10.40	\$205.00	\$2,132.00
INGRID RIERA	1.20	125.00	150.00
TRACEY A. DECARLO	11.80	205.00	2,419.00

Photocopies	14.35
TOTAL EXPENSES THRU 05/31/2018	14.35
TOTAL CURRENT WORK	4,715.35
BALANCE DUE	<u>\$4,715.35</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905317
STATEMENT NO: 20364

Attn: Lynn Swanson

adv. Harris, Justin (M/Atty Fees-Federal suit)

Billing Category: 18 - RLO
Claim #

			HOURS
05/01/2018	JAC	Call with R. King re: service of motion for attorney fees - Harris related case; follow up review re: same.	1.10
	TAD	Receipt and review of docket re: filings. Telephone conference with PBA attorney re: service of motion. Confer with City and JAC re: same. Review motion re: response.	1.20
05/02/2018	TAD	Receipt and review of order from Court re: response to motion .	0.20
05/10/2018	TAD	Revise memorandum in opposition. review additional authority re: jurisdiction. Telephone conference with US attorney re: memorandum.	1.90
	RAA	Research case law and statutes re federal court's ancillary jurisdiction for evaluation of jurisdictional response to Harris' Motion for Attorney's Fees.	1.50
05/11/2018	RAA	Continue research of ancillary jurisdiction issue re: response to Harris' Motion for Attorney's Fees	3.00
05/13/2018	TAD	Review additional case law re: response to motion for fees. Revise memorandum in opposition to motion for fees.	2.30
05/14/2018	RAA	Review and edit final draft of Response to Motion for Attorney's Fees.	0.70
	TAD	Telephone conference with US attorney re: response to motion for fees and jurisdiction issues.	0.30
	IR	Receipt and review of City's of Boynton Beach's Memorandum in Opposition to Defendant's Motion for Attorneys' Fees and Costs; reviewed pleadings regarding any additional filings regarding fees or responses from the government.	0.30
05/16/2018	TAD	Confer with Harris counsel re: response to motion and receipt of correspondence re: same. Receipt of motion for extension of time and proposed order on same.	0.50
05/17/2018	TAD	Receipt and review of order setting hearing on motion for fees.	0.20
05/23/2018	TAD	Receipt and review of Harris memorandum re: opposition to the City's	

adv. Harris, Justin (M/Atty Fees-Federal suit)

			HOURS	
		position. Review case law cited by Harris re: hearing. Confer with City re: information for hearing.	2.80	
05/24/2018	IR	Receipt and review of various court filings in USDC in West Palm Beach, regarding the Magistrate Judge's order to appear for special set hearing on Justin Harris' Motion for Attorneys' Fees and Costs; prepared tickler to follow up with TAD next week, regarding preparation for special set hearing of May 31, 2018.	0.40	
05/30/2018	IR	Receipt and review of email regarding project pertaining to United States District Court, Southern District of Florida, West Palm Beach Division Criminal Court special set hearing on Justin Harris' Motion for Attorneys' Fees and Costs be paid by the City of Boynton Beach; prepared hearing binders of all parties' motions and responses to Harris' request; legal research regarding same and conferences with TAD.	5.70	
	TAD	Receipt and review of US response to motion for fees. Review additional case law re: jurisdictional issues and in preparation for hearing. Confer with Police Department re: information on investigation for hearing.	3.90	
05/31/2018	TAD	Review additional case law re: hearing and prepare outline of arguments. Attend hearing on motion for fees.	4.40	
	JAC	Review claim status; discuss with TD; miscellaneous research.	0.80	
	IR	Finalized hearing notebooks and legal research pertaining to Justin Harris' Motion for City to pay Attorneys' Fees and Costs; updated hearing books and conferences with TAD regarding special set hearing this afternoon.	1.10	
		FOR CURRENT SERVICES RENDERED	32.30	6,021.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	1.90	\$205.00	\$389.50
RYAN A. ABRAMS	5.20	205.00	1,066.00
INGRID RIERA	7.50	125.00	937.50
TRACEY A. DECARLO	17.70	205.00	3,628.50

Color photocopies	2.45
Photocopies	138.25
TOTAL EXPENSES THRU 05/31/2018	140.70
TOTAL CURRENT WORK	6,162.20
BALANCE DUE	<u>\$6,162.20</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905320
STATEMENT NO: 20365

Attn: Lynn Swanson

adv. Russell Hugh Cooper

Billing Category: 18 - RLO

			HOURS		
05/25/2018	TAD	Receipt and review of correspondence re: service on officers. Review case law re: motion to dismiss.	3.70		
05/29/2018	TAD	Continue review of case law and prepare draft motion to dismiss and memorandum of law supporting same. Prepare correspondence to City re: information on incident .	4.30		
05/31/2018	TAD IR	Continue draft of motion to dismiss with supporting memorandum of law. Conference with TAD regarding project of City of Boynton Beach's response to Complaint filed by Russell Cooper's and served upon the City; retrieval of legal research and shepardized same; online research; reviewed Plaintiff's federal court complaint, including list of defendants and the allegations against each person and entity; prepared email regarding findings.	2.20 3.20		
		FOR CURRENT SERVICES RENDERED	13.40		2,491.00

		RECAPITULATION		
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA		3.20	\$125.00	\$400.00
TRACEY A. DECARLO		10.20	205.00	2,091.00

Photocopies	28.70
TOTAL EXPENSES THRU 05/31/2018	28.70
TOTAL CURRENT WORK	2,519.70
BALANCE DUE	<u>\$2,519.70</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
06/04/2018
ACCOUNT NO: 306-9905323
STATEMENT NO: 20366

Attn: Lynn Swanson

adv. Samad, Raheel, a minor (park injury)

Billing Category: 18 - RLO
Claim #

			HOURS	
05/16/2018	TAD	Receipt and review of correspondence re: claim and claim letter. Receipt of additional information from the City re incident.	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>

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF BOYNTON BEACH
 100 East Boynton Beach Boulevard
 Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
 06/04/2018
 ACCOUNT NO: 306-9905325
 STATEMENT NO: 20367

adv. Dorce, Annesha (Public Works)

Billing Category - 18 -RLO
 Claim #

			HOURS	
05/16/2018	TAD	Receipt and review of correspondence re: claim information. Review photographs and claim reports re: discussion with City.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	130.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.40	\$325.00
				<u>TOTAL</u>
				\$130.00
		TOTAL CURRENT WORK		130.00
		BALANCE DUE		<u>\$130.00</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF BOYNTON BEACH
 100 East Boynton Beach Boulevard
 Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
 06/04/2018
 ACCOUNT NO: 306-9905326
 STATEMENT NO: 20368

adv. Gallegos, Doris (Public Works)

Billing Category: 18 - RLO
 Claim #

			HOURS	
05/25/2018	TAD	Receipt and review of correspondence re: incident and damages. Review records regarding same re: discussion with City on repairs.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	162.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.50	\$325.00	\$162.50
TOTAL CURRENT WORK				162.50
BALANCE DUE				<u>\$162.50</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-April 2018		
	Yesnick v City	0.00
	Braswell v City	0.00
	Boynton Old School v City	0.00
	Andrews v Haugh	0.00
	Garber v Dunlop and CBB	1,877.50
	Kimsey v City & Brooks	1,314.60
	Harris v City	0.00
	Broberg v City	7,911.41
		<hr/> 11,103.51
TOTAL April 2018 Outside Counsel - Risk		11,103.51

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

May 15, 2018
Bill No. 41259

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 04/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/01/18	Review case materials, including Plaintiff's Complaint, Plaintiff's and Defendant's Answers to Interrogatories and Requests for Production, emails, and other pertinent documents to prepare copies of same for use and potential exhibits for Plaintiff's continued deposition former Chief Katz.	RKD	1.00
04/02/18	Receipt and review of invoice for records from Seminole Tribe of Florida, pertaining to plaintiff, Lief Broberg, pursuant to subpoena for deposition duces tecum.	LHR	0.10
04/03/18	Receipt and review of Plaintiff's Amended Response to Defendant City's Request for Admission No. 18.	LHR	0.50
04/04/18	Preparation of e-mail to Chief Katz re: Plaintiff's exhibit binders for upcoming deposition.	AGA	0.20
04/04/18	Receipt and review of e-mail from Chief Katz re: Plaintiff's exhibit binders for upcoming deposition.	AGA	0.20
04/04/18	Receipt and review of second e-mail from Chief Katz re: received Plaintiff's exhibit binders for upcoming deposition.	AGA	0.20
04/04/18	Preparation of second email to Chief Katz re: confirming receipt Plaintiff's exhibit binders for upcoming deposition.	AGA	0.20
04/04/18	Travel to Richmond, Virginia for Plaintiff's continued deposition of former Chief Katz the next day.	LHR	7.50
04/05/18	Attendance at Plaintiff's continued deposition of former Chief Jeffrey Katz in Chesterfield, Virginia.	LHR	9.60
04/06/18	Travel to return travel from Richmond, Virginia to West Palm Beach, Florida.	LHR	7.50
04/09/18	Telephone conference with City human resources director Julie Oldbury re: the City's private pension/DROP program.	JHL	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/09/18	Receipt and review of e-mail from Julie Oldbury, City, re: Lief Broberg's Drop Enrollment and City of Boynton Beach's Ordinance Article III- Sec. 18-175 Drop.	JHL	0.20
04/09/18	Receipt and review of Lief Broberg's Drop Enrollment and City of Boynton Beach's Ordinance Article III- Sec. 18-175 Drop.	JHL	0.40
04/09/18	Preparation of email response to Julie Oldbury, City, re: Lief Broberg's Drop Enrollment and City of Boynton Beach's Ordinance Article III- Sec. 18-175 Drop.	JHL	0.20
04/09/18	Receipt and review of second e-mail from Julie Oldbury, City, re: Lief Broberg's Drop Enrollment and City of Boynton Beach's Ordinance Article III- Sec. 18-175 Drop.	JHL	0.20
04/09/18	Preparation of second email to Julie Oldbury, City, re: additional documents relevant to the DROP program.	JHL	0.20
04/09/18	Receipt and review of third email from Julie Oldbury, City, re: internal Employee Activity Report.	JHL	0.20
04/09/18	Receipt and review of City of Boynton Beach's internal Employee Activity Report.	JHL	0.20
04/10/18	Telephone conference with Boynton Police Pension Plan Administrator Robert Dorn re: provisions for reemployment after entrance into DROP program.	JHL	0.20
04/10/18	Research Florida Statutes and Case law re: reemployment after entering DROP program.	JHL	1.00
04/10/18	Receipt and review of correspondence from Plaintiff's counsel Alvarez re: depositions of Julie Oldbury and Lori LaVerriere.	LHR	0.20
04/11/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: depositions of Town Manager Lori LaVerriere and her.	LHR	0.20
04/11/18	Receipt and review of email response from City Risk Manager Julie Oldbury re: her deposition.	LHR	0.20
04/11/18	Receipt and review of second e-mail from City Risk Manager Julie Oldbury re: depositions of City Manager Lori LaVerriere and herself, and pre-deposition meetings.	LHR	0.20
04/11/18	Receipt and review of e-mail from Erin DeYoung, counsel for City of Maitland re: her inquiries concerning subpoena directed to City, issues concerning same, and attempting to resolve subpoena.	LHR	0.20
04/12/18	Preparation of e-mail to Plaintiff's counsel Alvarez re: depositions of City Risk Manager Julie Oldbury and City Manager Lori LaVerriere.	LHR	0.20
04/12/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: her pre-deposition meeting.	LHR	0.20
04/12/18	Preparation of e-mail to City Manager Lori LaVerriere re: her anticipated deposition and pre-deposition meeting.	LHR	0.20
04/12/18	Receipt and review of email response from City Risk Manager Julie Oldbury re: her pre-deposition meeting.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/12/18	Preparation of second email to City Risk Manager Julie Oldbury re: her pre-deposition meeting.	LHR	0.20
04/12/18	Receipt and review of second e-mail from City Risk Manager Julie Oldbury re: her pre-deposition meeting.	LHR	0.20
04/12/18	Preparation of third email to City Risk Manager Julie Oldbury re: her pre-deposition meeting.	LHR	0.20
04/12/18	Receipt and review of email response from City Manager Lori LaVerriere re: her pre-deposition meeting.	LHR	0.20
04/12/18	Preparation of second email to City Manager Lori LaVerriere re: her pre-deposition meeting.	LHR	0.20
04/12/18	Receipt and review of second e-mail from City Manager Lori LaVerriere re: her pre-deposition meeting.	LHR	0.20
04/12/18	Preparation of third email to City Manager Lori LaVerriere re: her pre-deposition meeting.	LHR	0.20
04/12/18	Receipt and review of third email response from City Manager Lori LaVerriere re: her pre-deposition meeting.	LHR	0.20
04/12/18	Receipt and review of e-mail from City Manager Lori LaVerriere re: her pre-deposition meeting.	LHR	0.20
04/13/18	Receipt and review of Plaintiff's Third Set of Interrogatories to Defendant Boynton Beach and Notice of Serving same.	LHR	0.50
04/16/18	Preparation of initial draft of defendant, City of Boynton Beach's answers to plaintiff, Lief Broberg's interrogatories.	LHR	1.50
04/17/18	Receipt and review of Plaintiff's Notice of Taking Deposition of Lori LaVerriere.	LHR	0.20
04/17/18	Receipt and review of Plaintiff's Notice of Taking Deposition of Julie Oldbury.	LHR	0.20
04/17/18	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Notice of Taking Depositions of her and Lori LaVerriere and confirmation of pre-deposition meetings.	LHR	0.20
04/19/18	Preparation of correspondence to Julie Oldbury, City's Risk Manager, re defendant, City of Boynton Beach's, proposed answers to plaintiff, Lief Broberg's interrogatories.	LHR	0.30
04/23/18	Correspondence to City Risk Manager Julie Oldbury re: summary of continued deposition of former Chief Jeffrey Katz.	LHR	1.60
04/23/18	Preparation of correspondence to Colonel Jeffrey Katz re: enclosing deposition transcript and eratta sheet, for review and execution.	LHR	0.30
04/25/18	Receipt and review of e-mail from Julie Oldbury re: City's input for plaintiff's supplemental interrogatories and review attachment thereto.	LHR	0.40

Client: City of Boynton Beach
Matter: 15414 - Broberg v. Boynton Beach et al.

May 15, 2018
Page 4

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	0.80	165.00	132.00
JHL	Jordan H. Lewis, Associate	3.10	140.00	434.00
LHR	Lyman H. Reynolds, Jr., Partner	34.00	165.00	5,610.00
RKD	Rebecca K. Davis, Paralegal	1.00	80.00	80.00
Total Professional Services		38.90		\$6,256.00

DISBURSEMENTS

Date	Description	Amount
04/02/18	Photocopies	15.00
04/03/18	Subpoena Fees #LAS-2018003879 service: Delray Shooting Center re: Broberg - Legal Advocate Services, Inc.	25.00
04/06/18	Subpoena Fees #LAS-2018003882 service: Seminole Tribe re: Broberg - Legal Advocate Services, Inc.	56.00
04/06/18	Travel Chesterfield, VA: attend Plf's continued depo, Chief Katz, retired. Airfare \$590.60; Lodging \$275.32; Meals \$46.20; Auto rental \$390.85; Auto fuel \$4.51; Parking \$33.00. - Lyman H. Reynolds, Jr.	1,340.48
04/06/18	Travel Chesterfield, VA: attend continued depo, Chief Katz, retired in VA. Meals \$64.33; Tolls \$8.60; Tips \$14.00. - Lyman H. Reynolds, Jr.	86.93
04/23/18	Subpoena Fees #LAS-2018003884 service: Maitland Police re: Broberg - Legal Advocate Services, Inc.	55.00
04/30/18	Outside Printing Inv#18-0373 re: Broberg - Seminole Tribe of Florida	77.00
Total Disbursements		\$1,655.41

CURRENT BILL TOTAL AMOUNT DUE **\$ 7,911.41**

Balance Forward: 2,159.40

Payments & Adjustments: -2,159.40

Total Due: **\$ 7,911.41**

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

May 17, 2018
Bill No. 41490

CLIENT: City of Boynton Beach
MATTER: Kimsey v. Boynton Beach & Brooks

032
12364

Claim #N/A
BILL FOR FEES AND COSTS THROUGH 04/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/02/18	Review/Analyze Billing ledger received from Palm Beach Medical pursuant to our subpoena duces tecum.	DPC	0.20
04/03/18	Communicate/Other External correspondence to Palm Beach Medical & Rehab re our subpoena for updated balance-\$0.	KLR	0.20
04/03/18	Review/Analyze of correspondence from Palm Beach Medical advising \$0 balance, to update medical bills log.	KLR	0.20
04/09/18	Correspondence to Terri DeCarlo re: evaluation sent to Julie Oldbury, will follow up with Plaintiff's counsel concerning their demand and inquiring if she wants to discuss same.	DPC	0.20
04/16/18	Review/Analyze of file to be sure to list all fact witnesses for trial disclosure due 4/23/18.	KLR	1.10
04/16/18	Telephone conference with Mary Krhovsky re: potential settlement and response to demand.	DPC	0.30
04/16/18	Follow-up correspondence to Julie Oldbury and Terri DeCarlo re: if they want to respond to Plaintiff's demand.	DPC	0.30
04/17/18	Draft/Revise Defendant's Trial Exhibit List Disclosure	DPC	0.50
04/17/18	Draft/Revise Defendant's Trial Fact and Expert witness list Disclosure	DPC	0.60
04/17/18	Preparation of Correspondence to Mary Krhovsky re: we have until May 18, 2018 to file a proposal for settlement.	DPC	0.30
04/17/18	Review/Analyze of file to be sure to list all documents for trial exhibit disclosure due 4/23/18.	KLR	1.20
04/20/18	Communicate/Other External Correspondence to Daniel Barshinger, PE enclosing the accident report to open his file as our accident reconstructionist expert.	KLR	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/20/18	Communicate/With Client Correspondence to Mary Krhovsky obtaining authorization to retain experts.	DPC	0.30
04/20/18	Communicate/Other External telephone conference with Daneil Barshinger/Colin Jordan to discuss retention as accident reconstructionist in this matter, advised would be willing to assist.	KLR	0.20
04/20/18	Communicate/Other External telephone conference with Robyn/Dr. Schechter to see if can perform records review for us in this matter, advised can assist.	KLR	0.20
04/20/18	Multiple communications with Mr. Thomas re: requesting to discuss Plaintiff's demand and discuss potential settlement of case.	DPC	0.30
04/20/18	Telephone conference with Tracy DeCarlo re: resolution of case.	DPC	0.30
04/23/18	Communicate/With Client Correspondence to Mary Krhovsky following up on the needed authorization to retain experts.	KLR	0.20
04/24/18	Attendance at telephone conference with Chuck Thomas re: Plaintiff's \$20,000 demand.	DPC	0.30
04/24/18	Correspondence to Terri DeCarlo re: advising contact Plaintiff's attorney today and confirming authority to settle up to \$12, 500.	DPC	0.30
04/25/18	Receipt and review of Plaintiff's Exhibit List.	DPC	0.40
04/25/18	Receipt and review of Plaintiff's Witness List.	DPC	0.30
04/26/18	Receipt and review of Plaintiff's Expert Interrogatories regarding Schechter.	DPC	0.40
04/26/18	Receipt and review of Plaintiff's Expert Interrogatories regarding Barshinger.	DPC	0.40
04/27/18	Follow-up correspondence to Chuck Thomas re: Plaintiff's response to our offer.	DPC	0.20
04/27/18	Receipt and review of correspondence from Chuck Thomas re: outstanding balance of bills, not looking to negotiate settlement, issues with difference of Officer Brooks and investigating officer and counter demand of \$18,500.00.	DPC	0.30
04/27/18	Correspondence to Chuck Thomas re: advising investigating officer's deposition has not been taken, amount of the bills is a significant issue and counter offer of \$18,500.	DPC	0.30

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
DPC	Danna P. Clement, Partner	6.20	165.00	1,023.00
KLR	Kathryn L. Reeves, Paralegal	3.60	80.00	288.00
Total Professional Services		9.80		\$1,311.00

Client: City of Boynton Beach
Matter: 12364 - Kimsey v. Boynton Beach & Brooks

May 17, 2018
Page 3

DISBURSEMENTS

Date	Description	Amount
	Photocopies thru 04/30/18	<u>3.60</u>
	Total Disbursements	\$3.60
CURRENT BILL TOTAL AMOUNT DUE		\$ <u>1,314.60</u>
Balance Forward:		1,457.50
Payments & Adjustments:		-0.00
Total Due:		\$ <u>2,772.10</u>

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: Mary Krhovsky
P.O. Box 310
Boynton Beach, FL 33425-0310

May 17, 2018
Bill No. 41457

CLIENT: City of Boynton Beach
MATTER: Garber v. Dunlop and CBB

032
18273

Claim #

BILL FOR FEES AND COSTS THROUGH 04/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/16/18	Review/Analyze Correspondence from Julie Oldbury re: new case.	BLB	0.50
04/16/18	Draft/Revise Correspondence to Julie Oldbury re: no conflict, can take file and forward file materials.	BLB	0.20
04/16/18	Review/Analyze Plaintiff's criminal docket probable cause affidavit	SWK	0.40
04/16/18	Communicate/With Client telephone conference with Tracey DeCarlo, counsel for City of Boynton Beach re discussing file, potential removal to federal court, and whether other parties have been served	SWK	0.30
04/16/18	Research criminal docket to determine and identify if Plaintiff was arrested in subject incident and review of probable cause affidavit related to same	SWK	0.40
04/17/18	Draft/Revise Notice of Appearance.	DPC	0.10
04/17/18	Draft/Revise Notice of Unavailability.	DPC	0.10
04/17/18	Draft/Revise Email Designation.	DPC	0.10
04/17/18	Draft/Revise Correspondence to Mary Krhovsky re: confirm new case and request file documents.	DPC	0.30
04/17/18	Draft/Revise Correspondence to Sgt Dunlop re: advise of representation in case and request of documents.	DPC	0.30
04/17/18	Draft/Revise Statement of Insured's Clients Rights.	DPC	0.20
04/18/18	Review/Analyze file materials, voluminous photographs of the scene, reports, audiotape, and videotapes received from Julie Oldbury.	DPC	1.60

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
04/18/18	Communicate/With Client Correspondence from Julie Oldbury re: inquiring if we can represent all the officers and requesting our information for dropbox to provide City documents.	BLB	0.30
04/19/18	Review/Analyze of complaint, probable cause affidavit, BBPD reports, and few other various correspondence received in this new matter, for witnesses and other information for future discovery and beginning witness list.	KLR	1.90
04/20/18	Review/Analyze of 2 body cam videos received from CRB counsel from 6/5/17 for any new information for possible future discovery.	KLR	0.80
04/23/18	Review/Analyze Correspondence from Julie Oldbury re: can we represent all officers.	BLB	0.30
04/23/18	Draft/Revise Correspondence to Julie Oldbury re: may be able to represent all officers but will need conflict waivers.	BLB	0.40
04/26/18	Draft/Revise Defendant's Joint Notice of Removal from State Court	SWK	0.30
04/26/18	Draft/Revise Defendant's Joint Notice of Removal to Federal Court	SWK	0.70
04/29/18	Plan and Prepare for In person meeting with Officer John Dunlop, including but not limited to review of incident report, video and complaint.	DPC	1.50
04/30/18	Appear For/Attend In person meeting with Officer John Dunlop here at our office (no travel time billed)/	DPC	1.20
04/30/18	Appear For/Attend meeting with Sgt. Dunlop discussing case (No travel billed)	SWK	1.20
04/30/18	Communicate/With Client correspondence to and from Tracey Decarlo re IA investigation files related to the subject use of force incident	SWK	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
BLB	Benjamin L. Bedard, Partner	1.70	165.00	280.50
DPC	Danna P. Clement, Partner	5.40	165.00	891.00
KLR	Kathryn L. Reeves, Paralegal	2.70	80.00	216.00
SWK	Stephanie W. Kaufer, Associate	3.50	140.00	490.00
Total Professional Services		13.30		\$1,877.50

DISBURSEMENTS

Date	Description	Amount
04/19/18	Copying Excess carrier Gallagher Bassett	4.80

Client: City of Boynton Beach
Matter: 18273 - Garber v. Dunlop and CBB

May 17, 2018
Page 3

DISBURSEMENTS

Date	Description	Amount
04/20/18	Copying Excess carrier Gallagher Bassett	<u>0.30</u>
	Total Disbursements	\$5.10

CURRENT BILL TOTAL AMOUNT DUE	\$ <u>1,882.60</u>
--------------------------------------	---------------------------

Balance Forward:	<u>0.00</u>
------------------	-------------

Payments & Adjustments:	<u>-0.00</u>
-------------------------	--------------

Total Due:	\$ <u>1,882.60</u>
-------------------	---------------------------



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Approve the minutes from City Commission meeting held on June 5, 2018.

EXPLANATION OF REQUEST:

The City Commission met on June 5, 2018 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Minutes	Minutes 06-05-18

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY,
JUNE 5, 2018, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL
100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA**

PRESENT:

Steven B. Grant, Mayor
Christina Romelus, Vice Mayor
Justin Katz, Commissioner
Mack McCray, 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

Mayor Grant called the meeting to order at 6:30 p.m.

Invocation

Pastor Kathleen Hawkins, B & K Ministry A Word Church, Inc. gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner Mack McCray

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Motion

Commissioner Casello moved to approve the agenda as revised. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Katz met with Bonnie Miskel regarding the potential development of a Wawa Convenience store on Woolbright and Congress.

Commissioner McCray advised he had no disclosures. He was challenged by three young men at the last Commission meeting, who asked how the information was disseminated in the City. Commissioner McCray informed the young men the information was given to the churches. They asked about those who do not attend church. Stated segments of the community are being missed. The City will step up to the plate and make sure information was being disseminated in other areas as well as the churches. Thanked the gentlemen for showing up and speaking up. Also indicated the Mayor requested someone to attend the Muslim interfaith dinner, he volunteered. He learned more than he expected.

Vice Mayor Romelus noted residents of Chapel Hill and Mission Hill decided to come together and have a get to know your neighbor event. The gathering was at Forest Park. This was a great opportunity to meet and greet for the neighborhood. Attended a scholarship and award luncheon hosted by Scholars Career Hosting. This was an amazing opportunity to witness students' lives being changed. The organization provides career advice as well as mentoring. Commended the students on their accomplishments and again thanked the volunteers who are taking their time to mentor and help students.

Commissioner Casello noted he had the opportunity to give the commencement speech to the 5th grade class at Freedom Shores elementary school. This was a challenging experience. The reward was to see the excitement in the children's eyes.

Mayor Grant attended the Finnish American Chambers of Commerce breakfast on May 17th, sat on the Board of Palm Beach County Transportation Agency which met in Boynton Beach. Attended Boca Bearings regarding the Kinetic Art festival next year. Boca Bearing will be sponsoring a team from South Tech. He attended the opening of Senator Lori Berman's office at the Children Service Council building at High Ridge Road. May 18th attended the General Employees' Pension Trustee meeting. Attended the Police Remembrance event. May 20th conducted the Gold Coast band. May 21st attended the South Central Wastewater Treatment Board meeting. May 23rd Mayor Grant was inaugurated as the Palm Beach County League of Cities, Big City Board of Director. Attended South Tech graduation. May 24th attended Crosspointe Elementary business luncheon, attended Palm Tran Service Board meeting. Travelled to Stuart as part of the Panel for the Arts Council of Martin County regarding historic buildings. May 25th met with the new Director General of the Consulate of Taiwan. May 28th attended the Palm Beach Memorial for the Forgotten Solider Outreach Program. In the evening attended the Boynton Beach America Legion #164 barbeque. May 9th attended My

Brother's Keeper taskforce meeting. Attended the City of Boynton Beach public input meeting. May 30th he was the New Chairman of the Transportation Disadvantaged Local Coordinating Board, also known as Palm Trans Connections. Noted he will provide additional information regarding Palm Trams Connections at a later date. May 31st attended the Business Development Bureau upper level breakfast, and attended the ribbon cutting ceremony of You-Fit. Attended a ribbon cutting at Colonial Assisted Living, was part of the community conversation with the Criminal Justice Commission of Palm Beach County at St. John. June 1st attended a presentation by Boynton Beach Dive Center on Lion Fish. Informed the Commission this was an extremely invasive species which the City needs to be the natural predator. June 2nd attended the Community Emergency response team training at the Rolling Green municipal complex. Attended a gun violence awareness day at Meadows Park. Also attended Chapel Hill get to know your neighbor. June 3rd went to Hadassah Florida Atlantic office for their Mezuzah hanging, and the scholar career coaching graduation. Attended the Vita Novo ribbon cutting, indicated David Scott was on the Board of Directors. Provided some background information on the agency. He also attended Community Cleanup with Habitat for Humanity and Boca Christian School at Sara Sims Park.

Commissioner McCray noted this Sunday afternoon Queen Esther McClendon celebrated her 102nd birthday. The Commission will recognize her at the next Commission meeting.

Vice Mayor Romelus was sadden regarding the small infant which was found in the Boynton Inlet was a tragedy. Wanted to empathize there are several options with no questions would be asked for parents which need assistance. Commended one of Boynton Beach Firefighter, Chris Lemur, for bringing that to the police attention.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

- A. Announce that the City is accepting applications for Community Representatives on the City Sustainability Team.

Mayor Grant announced the City was accepting applications for the new Community Representative for the City Sustainability Team. Applications will be accepted through July 6, 2018. Information and applications are available at www.boynton-beach.org/go-green/sustainability-team-application.

Rebecca Harvey, Sustainability Coordinator was pleased to announce applications are available online for the City Sustainability team. Explained the role of the team was to advance the City sustainability and resiliency. They are excited to add more representatives to the team. The team's purpose is to advance environmental sustainability and resilience in City operations and throughout Boynton Beach. The team contributes to developing and implementing the City's Climate Action Plan (CAP), a living document that recommends and tracks progress on sustainable programs and policies related to energy conservation, water conservation, renewable energy,

infrastructure efficiency, recycling, electric and fuel efficient vehicles, environmental procurement, community outreach, financing, incentives, resilience planning, and more. Members of the communities may have more ideas which should be shared with all. Indicated the applications were online.

B. Announcement Budget workshops dates and times:

Budget Workshops at Intracoastal Park Clubhouse;
Monday, July 16, 2018 @ 5:00 P.M.
Tuesday, July 17, 2018 @ 10:00 A.M.
Wednesday, July 18, 2018 @ 2:00 P.M.

Mayor Grant announced the budget dates and times.

Lori LaVerriere, City Manager, informed the Commission the meetings were scheduled to allow residents to attend. The major departmental budgets usually are first, the next day was Capital, the tentative millage was usually set on the second day, as well as discussing the fire assessment rates.

Mayor Grant noted Police and Fire budgets should be completed on July 16, 2018.

Ms. LaVerriere noted usually Police, Fire and Development are presented on the first day. The Utilities budget was usually the next day.

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)

Susan Oyer, 140 SE 27th Way, recalled at the last Commission meeting she asked for a ban on plastic straws and Styrofoam. She still does not see it on the agenda. She believes the City should add a fee for plastic bags. Since the last time she brought this forth, there has been two horrible events which happened; a straw from a turtle nose, a dead whale from Thailand. Before the whale died the whale vomited out 40 plastic bags.

Johnathan Doring, 5390 Rose Avenue, a Special Olympic Athletic, also a global messenger and a member of the special Olympic State Olympic State Congress Healthy athletic representative and an athletic leader, where he serves as Palm Beach County Athletic Council. He indicated he loves Special Olympics. He noted the sports he participated in was tennis, and golf. He has been playing at the City of Boynton Beach Tennis Center. Special Olympics has taught him many things, more than he can ever repay. He has had many dreams in his life. Each small success builds confidence. In 2009 he received an Associated Degree in Computer Science from Palm Beach State College. In 2011 he went to Athens, Greece and won the gold medal in men's

tennis. In 2015 attended Special Olympics World Games. He completed 19 matches. This year he will be going to Seattle Washington for the 2018 National games.

Charles Kanter, 2905 South Greenleaf Circle, thanked the board for completing the traffic study. It was so wonderful to see the completed product. Missed the festivities in Chapel Hill; that was a wonderful community.

Kevin Homer, 2505 Lake Drive North, attended the Police Justice Forum at St. John. There was an attempt to guide and construct open conversation. He witnessed great frustration centered around trust. Without trust buy-in will not happen nor will positive change occur. During the meeting hostility and frustrations overshadowed the real message; which was the community's desire for better quality of life. This was where the City can help, in the simplest ways, by organically decreasing crime, by removing the trash, shopping carts, providing proper lighting and bringing in better stores. People are a product of their environment. There are too few options for repeat offenders. They are not given the tools to become responsible adults. Kelvin Ballard, a famous ex con, was an astute business man. He has power and influence to make a positive impact with the troubled people. The City needs to bridge the gap of the East and West. There is a huge disconnect. The churches can play a vital role, by being the liaison and continuing to promote open communication between residents and police. The community was concerned with traditional policing.

Mike Fitzpatrick, 175 SW 2nd Street, with the Boynton Beach Intracoastal Group and the Sustainable City Initiative Political Action Committee was co-hosting a meet and greet political party for the August 28, party primary and non-Partisan election. Saturday, June 16, 2018 at the Cypress Creek Country Club.

Mayor Grant asked if there was a link online. The Mayor will place on his Webpage.

Belsheba Eden 1208 NE 2 street, noted God only made one set of people. God said we should care for one other. If we do not, God will deal with us. Read Psalm 9:2-9. God only made one race that was the human race. God Bless all of you.

Dr. Stephanie Hayden, 2181 SW 15 Avenue condo N-102, spoke about lack of transparency. At the Library Board they were informed a decision was made regarding purchasing a church on Federal Highway for the temporary location for the Library. Read the City of Boynton Beach mission statement. She does not believe that was a responsible decision in purchasing the church. There was a recent death with Brightline that was very close to the location of the church. Federal Highway was a very high traffic area with different things going on. Children will also be attending the area at the temporary Library site. She indicated yesterday evening she was at an event where she believed the candidates would come out and speak with the community, as this being a part of the vetting process. Stated she stood before the Commission almost two years ago, when they were looking for a new attorney. She expressed at that time the Commission should look for a different Police Chief. The City was now looking for a new

Police Chief. There are three male's candidates. The City currently has an acting chief, which is female. She noted the desired candidate needs to make sure they are steady, dependable, approachable, who would set a positive tone for the organization. She hopes the community would be included in the vetting process.

Commissioner Katz indicated the meeting for the meet and greet has not taken place. The meeting was scheduled for Monday, June 11, 2018 at Fire Station #5, located at 2080 High Ridge Road, from 6-8:00pm.

Herb Suss, 1711 Woodfern, indicated on Memorial Day the President said the dead soldiers can rest well. This was one of the vilest things he has ever heard. What do you expect from fascist dictator? President Trump wants to be a dictator; he wants to patron himself. How the heck can people put up with all of this. The President was a racist. He is racist towards Blacks, Jewish and Puerto Ricans. Mr. Suss noted President Trump was playing by Hitler's playbook.

Pastor Tommy Brown, New Disciple Worship Center, 239 NE 12 Ave, 813 Mystic Harbor Circle. met with the citizens in the community. He was the Vice President for the Boynton Beach Coalition of Clergy. There was opportunity to gather our community together to hear their concerns about the selection of the new Police Chief. Change was needed, indicated change was not doing the same things was not change. Three things which were brought out, transparency, the community involvement, and lastly the fairness and the equality of all applicants. This has nothing to do with the race. They believe each district should have the opportunity to question and be able to know who the candidates are, and know the total process. Pastor Brown indicated he was asking the Mayor and the Commission to terminate the process until the community has a voice with this selection and this process. Based on the community concerns they are truly disturbed by this process and the undertaking by the office of the City Manager, in regards with the hiring of a new police chief. They feel as members of the community and as taxpayers, they are continually being unfairly excluded in the important processes which are taking place in the City.

Minister, Dr. Charlotte Wilkins, 2604 NE 3rd Avenue, was not in agreement with the process in the nomination of the new Police Chief. We are requesting the meet and greet be cancelled. The citizens of the community need to have some type of say so, when things are out of order. They feel things are out of order. Also, the lack of transparency, the fairness and the equality of all applicants.

Gloria Perkins, 1951 NW 1st Street, indicated she has lived in Boynton for more than 48 years. When she looked at the fairness and the transparency and the involvement with the community, the City has fallen short. Indicated they need to stop and seriously take a look at where we are and what we are doing. She indicated at the point of hiring a new Police Chief, let us as a community look at those which are chosen.

Sandra Tolliver, 31 Crossing Circle, provided a definition of transparency and community involvement. The Heart of Boynton has been eliminated from participating in choices which are being made for the Heart of Boynton. Provided a definition of fairness. When we have fairness of all to be considered as the Chief of Police, we should see their record. We need to take into the consideration it needs to be changed, whoever the charges are and able to treat the citizens fairly, not only Heart of Boynton. We do not want our City too die. We are requesting the meet and greet to be stopped. Stated we do not want our City to die, we need to consider what is best for all of Boynton Beach.

Christy Ward, 101 Miner Road, stated we repeat what we do not repair. It seems to be many issues regarding transparency. Provided an example, dissatisfaction. She calls the police for assistance, no one showed up. She indicated she came to the station as was told since she lives in the Heart of Boynton it was her fault where she lived. It does not matter where you live, everyone wants to be safe. She was being asked for transparency, the people who are making these decisions, stated others should come in and provide an overview. It needs to be stopped and reanalyzed. There needs to be transparency and fairness of all applicants. We all live in this thing together, please hear our voice, please take it into an account. The City has already chosen a candidate.

Evangeline Ward, 1518 North Seacrest Boulevard, said Boynton was dear to her. Those on the Commission cannot really testify to what Boynton used to be. The Commission knows the mall; we know the dairy farm. we did not just move into Boynton. It was stated the City Manager was the Jason Borne of City Managers. If the City Manager gets things done, let us do it for everyone. When they gave her a raise. Commissioner McCray gave the City Manager a 3 out of 5, because she treats District 2 like a step child.

Yuora Diane Lester 2120 NE 1 Lane, asking for transparency, community involvement, and fairness, not only with the Police Chief, but within the City of Boynton Beach. she was a native of Boynton Beach. Stated we say we are going to change and be transparent. She has been in a meeting with the City Manager and with the Coalition. What they are asking for now was for action. Show us the City wants community involvement. Reach out to the community, where you are needed. not just those that; you have there. she loves the intercity, let's come together.

Dwayne Smith, 10163 NE 44 Avenue, was here in support of the Boynton Beach Clergy Coalition. Through the meeting they had with the City Manager, they were shown a reckless disregard for some question regarding the selection process. The selection process has been narrowed down to three candidates. It was a reckless disregard to the clergy in that area of the City. Indicated the complaints are coming from District II it just so happened, is coming from the area which was represented by Commissioner McCray. They have a history of being mistreated and certain unfairness. Please think about this, and try to postpone the meet and greet.

Pastor Benjamin Hawkins, 2760 NW 5 Court, understood there are some issues which concern all those in the City. He believes it was time the City come together. Noted we cannot make it better, if we continue to use the same bag with a hole in it. Stated we can no longer stand by and say that will do. They are asking please disregard the meet a greet and let us come together as a City.

Pastor Kathleen Hawkins 2760 NW 5 Court has been here all of her life. There was a meeting last night at the Carolyn Sims Park. They cannot play in the Park. There is a Park on Congress which is very nice, why can't District II have nice Parks. Indicated she wants the Commission to stop the meet and greet meeting.

Mayor Grant replied the park near Congress was owned by the County.

Pastor Javon Davis, 900 N. Seacrest Boulevard, expressed his as well as others deepest concern of the selection process for the new Boynton Beach Police Chief. Many of the residents stated their concerns and stated their desire to have a good relationship between the Boynton Beach Police Department. This community voice needs to be heard. The St. John Missionary Baptist Church has a signed petition with more than 200 signatures. The City along with the Boynton Beach Coalition of Clergy need to have a conversation regarding the process.

Rae Whitely, 223 NE 12 Avenue, spokesperson for the Black Vote Matters as well as Healing Hands Ministry, over the past several months, they have conducted the listening campaign. The campaign confirmed what was already known. The issues in District II have long been ignored. The one which they are speaking on tonight the relationship between the Police Chief and Community Leaders, because of the high crime rate in District II. This was why they inserted themselves in the project. Finding the Chief which would foster and build a relationship with the community leader is very important. He was concerned with the transparency. The best thing is to abandon this process of the selection of the Police Chief.

Willie Akins 726 NE 1 Street, President of the Heart of Boynton advised the people have concerns with the process. The people are the Heart of Boynton. The Commission serves the people; all represent the people. The Commission have heard the people saying stop the process. This was not a threat against anyone. In this process of meet and greet, has any of the people toured the Boynton Beach area. The most important thing was to look at the people. We are asking that the process be abandon.

Warren Simms 230 South Seacrest Blvd, also a member of Boynton Coalition of Clergy, has seen and heard so much unrest. This was not an attack on any Commissioners. They respect the jobs which the Commissioner do. This was about challenging the decisions. Do not create further unrest in the City of Boynton Beach because we all support the healing and building, to have a fair and equitable process.

Tory 407 NE 17 Avenue, noted Carolyn Sims and Ezell Hester Center cost was \$500 for a child to attend summer camp. He stated only 2% of the neighborhood kids are going to the camp. Inquired about what are going to happen to the kids in the neighborhood. The Commission stated they were trying to get something on the agenda regarding the children for a while. Stated there was nothing free to the children of Boynton Beach. Everything has to do with money. He does not see anything to do in District II for the children. He asked about the meet and greet for the new Police Chief. He wanted to know what the City was going to do about the kids. He stated everything looks nice on Ocean Avenue, what about the other parts of Boynton. He wants to know what was going to happen this summer for the kids.

Sandra Harvey 608 SW 3 Avenue, requested the Commission to please stop the meet and greet which will be held on June 11, 2018. All of Boynton was not taken into consideration

Minister Bernard Wright, CEO of Bernard Wright Ministry, Robert E. Wells Foundation, was piggy backing on everything which has been said regarding the process of selection of the Police Chief. No single person should have the ability to choose the Police Chief. Florida has the highest incarceration rate in the nation, it was above the national average. Florida has one of the highest percentage of residents who are incarcerated. When there is conversation regarding choosing a Police Chief, law enforcement, it was vitally important to allow the residents to have a say in what goes on in the City of Boynton. It was a reality that law enforcement shooting down in cold blood, to stop this process, there is violence. He stated Ms. LaVerriere has never had a face to face with him in six years. He understands Ms. LaVerriere was not an elected position so she feels no threat, but she has been given a 6 figure income. Stated during the summer time the children in the neighborhood are not allowed to get a drink of water or use the restroom during the summertime. Stated they have been disenfranchised, racism and it cannot be swept under the rug. Let's eradicate the racism.

Dr. Stephanie Hayden wanted to make a correction for the record. The Park the previous speaker was referring was Barrier Reef; Colusa Park was a County Park.

Dr. Pitor Blass, 113 Tara Lakes West, said once he became Mayor he would invalidate the process. He was begging the Board to find the money now for the summer program. Let's have some programs this summer. The Haitian community needed to be integrated into the community.

Woodrow Hay 427 NW 5 Avenue, emphasized this was not an attack on the City Manager, Mayor or the Commission. This was discomfort of how the community feels about the way in which the process was working. This was not unique just in District II. There was agreement at the beginning, which has not been fulfilled. As stated earlier the community has asked the Commission to postpone the meet and greet. Mr. Hay said the City needs to start over.

Annette Grey, GBDC Entrepreneurial Institute, noted there are many youth programs in Boynton Beach. Stated her office is based in Boynton Beach. Her programs are supported by the Boynton Beach Police and Fire Department. She has the capacity to put together free programs for young people. 561-894-4510

David Merker, previously when the Police Chief was chosen and it was done without any input from the residents. He stated the process was not defined. Stated this way of choosing the Police Chief was the first time the door was opened so the people could be more involved.

Mayor Grant seeing 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: 2 Alt
Building Board of Adjustments & Appeals: 2 Reg and 1 Alts
Education and Youth Advisory Board: 1 Alt
Employee Pension Board: 1 Reg
Historic Resource Preservation Bd: 1 Reg
Senior Advisory Bd: 2 Alts

Mayor Grant read the open positions.

Motion

Commissioner Casello moved to nominate Anastasia Chandler to the Education and Youth Advisory Board (Alt). Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

B. Authorize City Commissioner to travel and hotel stay for the Florida League of Cities Annual Conference at the Diplomat Beach Resort in Hollywood, FL, August 16-18, 2018.

Vice Mayor Romelus inquired how many staff were attending.

Mayor Grant responded he applied for the registration without the hotel cost. Vice Mayor Romelus indicated she applied for the registration as well. Asked if anyone else was attending.

Ms. LaVerriere stated she would be attending as well.

Motion

Commissioner Casello moved to approve. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed

- C. Appoint Voting Delegate for the Florida League of Cities Annual Conference, August 16-18, 2018.

Motion

Commissioner Casello moved to nominate Mayor Grant as the Voting Delegate. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed.

6. CONSENT AGENDA

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

- A. **PROPOSED RESOLUTION NO. R18-074** - Authorize the City Manager to sign the First Amendment to the Inter-Local Agreement to issue a declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within its municipal boundaries.
- B. Proposed Resolution No. R18-075 – Approve the ranking as recommended by the evaluation Committee and authorize the City Manager to sign an agreement with Gehring Group, Inc. of Palm Beach Gardens, FL for RFP No. 012-1610-18/IT for Employee Benefits Consulting Services, in the monthly amount of \$6,650 for an initial period covering July 1, 2018 thru December 31, 2019. The agreement allows for four (4) additional one-year renewal terms. The total amount of the initial eighteen (18) month term is \$119,700

- C. **PROPOSED RESOLUTION NO. R18-076** - Adopting the City's Local Housing Assistance Plan (LHAP) for Fiscal Years 2018/19, 2019/20, and 2020/21. Plan approval is for the continuation of the State Housing Initiatives Partnership (SHIP) Program.
- D. **PROPOSED RESOLUTION NO. R18-077** - Authorize the Mayor to sign an Interlocal agreement between the City of Boynton Beach and the Boynton Beach CRA for funding associated with the NW 11th Avenue Street and Utility Improvements as part of the Model Block Project.
- E. Requesting Commission approval to make a donation of up to \$5,000 from the Federal Forfeiture Law Enforcement Trust Funds to GBDC Entrepreneurship Institute.
- F. Approve the grant adjustment for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) (2016-DJ-BX-0603) and approve the purchase of desktop computers with the grant funds.
- G. Approve utilizing Ten-8 Fire Equipment, Inc. of Bradenton, FL as a sole source vendor to service the City's Pierce Fire Trucks for an estimated amount of \$100,000 for FY17/18.
- H. Declare twenty-four (24) Vehicles/Equipment as surplus and approve the disposition of these items via auction using various means.
- I. Authorize utilizing the U.S. General Services Administration (GSA) Contract GS-35F-408AA with e-Builder, Inc. for annual renewal of licenses in the amount of \$48,120 for the centralized Capital Project Management Software system used in the Utility Department. The City's procurement policies allow the use of GSA contracts.
- J. Accept second quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY 17/18.
- K. Approve the minutes from City Commission meeting held on May 15, 2018.

Motion

Vice Mayor Romelus moved to approve the Consent Agenda. Commissioner McCrary seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER \$100,000

- A. **PROPOSED RESOLUTION NO. NO. R18-078** - Authorize the City Manager to sign a contract with Killebrew, Inc. of Lakeland, FL for construction of water distribution system water main upgrades on Ficus and Hibiscus Tree Drive, as shown in the attached drawing in the amount of \$368,082.32 and a 10% contingency amount of \$36,808 for unforeseen issues for a total cost of \$404,890.32. Killebrew was awarded as Secondary Vendor as a result of Bid No. 036-2821-16/TP by the City on May 17, 2016.

Motion

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

Vote

The motion unanimously passed.

- B. Authorize utilizing the Palm Beach County Bid #17-005/ZG for Landscape Installation with A Cut Above Landscape & Maintenance, Inc. of Loxahatchee, FL for Public Works Forestry & Grounds Division to salvage and relocate existing trees and palms located within the Town Square project for an amount not to exceed \$120,000. Palm Beach County's procurement process satisfies the City's competitive bid requirements.

Mayor Grant opened to Public Comment.

Mike Fitzpatrick, 175 SW 2nd Street, requested clarification regarding the \$120,000 being spent on trees. Inquired as to the priority of trees. He stated he believes that native trees should be kept intact. Asked what about the under storage and scrubs, such as the butterfly plants. Spoke with Lisa Hanley, his wife and asked if there are no plans for those plants, she would organize a plant rescue, and take those plants out before the destruction.

Susan Oyer, 140 SE 27 Way, asked the status of the Kapok tree. Inquired if this tree was included in the \$120,000 relocation.

Commissioner Casello stated he believed this tree was earmarked to remain.

Andrew Mack, Director of Public Works and Engineering stated the Kapok tree was not a part of the relocation plan. The City was working with the developer to preserve the Kapok tree.

Mayor Grant asked if the City could have a community event where any shrubs slated to be moved can be taken. Mr. Mack stated staff are currently working with Risk

Management. Ms. LaVerriere stated staff was currently working on a community event where the residents will pick up the plants.

Mr. Mack stated he will contact Mr. Fitzpatrick regarding a plant rescue.

Commissioner Casello asked if it would be more financially feasible to purchase the tree than to relocate the trees.

Mr. Mack replied not the size the City was looking into relocating. If the City had to purchase these trees it could cost \$4,000 per tree versus \$2,000 to relocate the trees.

Javarius Russ 235 NE 11 Avenue, asked with all of the information which the Commission has heard, what does the Commission feel about the decision regarding the Police Chief, about the community disagreement issue.

Mayor Grant asked if the Commission would like to discuss the City Manager report, to have a conversation.

Commissioner Katz noted the Commission had an opportunity to speak after public comment. No one elected to speak on that item.

Mr. Russ asked if Commissioner Katz was speaking for the entire Commission.

Mayor Grant stated Commissioner Katz was speaking for himself. The Commission are not having discussion in the Sunshine regarding the Police Chief selection.

Mayor Grant stated there was no further discussion, requested a motion.

Motion

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

8. PUBLIC HEARING - None

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.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

- A. Authorize the Finance Department to reduce the allowance for Uncollectible Account and the Accounts Receivable amount by \$481,791.17 reflecting past due amounts on 2,593 customer accounts for the period between July 2014 through November 2017.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

- B. **PROPOSED RESOLUTION NO. R18-079** - Authorize issuance of \$11,065,000 principal amount of Utility System Revenue Bond, Series 2018 in order to pay for capital improvements to the City's Utility System and to pay for certain costs of issuing the Series 2018 Bonds.

Mayor Grant read Proposed Resolution No. R18-079 into the record, by title only.

Commissioner McCray noted a discussion was needed to inform the public why the City was spending \$11M.

Colin Groff, Assistant City Manager, advised the City was creating a new District Energy Plant. A Bond was to be issued to build the District Energy Plant. This project was being designed to service Town Square as well as other private developments. The District Energy Plant has a 2,400-ton capacity, expandable to 3,600-tons to service new developments. Mr. Groff informed the Commission the cost would be paid by utility customers. The cost was approximately 5-7% less than traditional cooling costs. The energy plant should operate with a positive cash flow by 2020 when Town Square is complete. The energy plant will eliminate the requirement of individual cooling systems for each building while providing a reduced carbon footprint. Mr. Groff stated the first customers would be City Hall, Cultural Center, Fire Station #1, Town Square South Residential Apartments, Town Square North Commercial and Residential Units, the 140 room hotel, restaurants and parking garages. Other potential customers are the Villages and Ocean One. Mr. Groff stated the utility was self-funding.

Commissioner Casello inquired as to the noise level of the building.

Mr. Groff explained all of the mechanical equipment would be on the inside of the building and are insulated for sound. The plan is to keep the noise within the building. The building was designed to be quiet and out of the sight of the public.

Mayor Grant inquired was it possible to have energy from the energy plant to reach Ocean Breeze East. Mr. Groff explained it depends on many different things. He believed Ocean Breeze East was close enough.

Mayor Grant said NE 1 Avenue has been ripped up a couple of times. The chilled water plant connects with the Fire Department, will there be a problem with the noise. Mr. Groff replied the building has been designed with a double wall, as well as stairway and mechanical area before the Firefighters sleeping area.

Commissioner McCray asked what would happen if the noise attenuation does not work. Mr. Groff stated they could place more sound attenuation within the building.

Commissioner McCray asked if additional funds would be needed. Mr. Groff explained there is some contingency built into the budget for items such as these.

Vice Mayor Romelus asked if this would cost the taxpayers additional tax dollars. Mr. Groff responded the energy plant would be funded by the rate payers.

Motion

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

12. LEGAL

- A. **PROPOSED ORDINANCE NO. 18-009 - FIRST READING** - Approve proposed Ordinance amending Chapter 15, Article VIII, Chronic Nuisance Property Code to clarify certain sections.

Attorney Cherof read Proposed Ordinance No. 18-009 by title only on first reading. Indicated this was a legislative amendment.

Mayor Grant requested additional information for the second reading.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion. City Clerk, Judith Pyle called the roll

Vote

5-0

- B. **PROPOSED ORDINANCE NO. 18-007 - SECOND READING - PUBLIC HEARING** - Approve Amendments to Abandoned Personal and Real Property Code (10-51.5) - Amending the GARBAGE, TRASH, AND OFFENSIVE CONDITIONS, Chapter 10, Article III, Abandoned Property, Section 10-51.5; to clarify the definitions used to enforce the ordinance and to clarify the process for registering abandoned property.

Motion

Commissioner McCray moved to take off of table. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed.

Attorney Cherof read Proposed Ordinance No. 18-007 into the record by title only on second reading.

Vice Mayor Romelus requested clarification.

Ms. LaVerriere stated this would finalize some language in the ordinance.

Christy Ward, 101 Miner Road, requested clarification regarding the Chronic Nuisance Property Code.

Mayor Grant noted this was a first reading. There will be a second reading at the June 19th Commission meeting where the language will be finalized.

Ms. Ward asked if there was any place where the public can view the information.

Commissioner McCray advised Ms. Ward to contact Mr. Mark Woods, Director of Community Standards.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

City Clerk, Judith Pyle called the roll

Vote

5-0

- C. Pursuant to Section 286.011(8), Florida Statutes, the City Attorney is requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

GAIL JENKINS AND LEON L. JENKINS, Plaintiffs/Counter Defendant vs. CITY OF BOYNTON BEACH, Defendant/Counter Plaintiff vs. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., HOMECOMINGS FINANCIAL NETWORK INC and ALL OTHERS IT MAY CONCERN, Defendants – Case No. 50 2015 Congress Avenue 000742XXXXXXMD AH

Attorney Cherof requested a private attorney-client session, discuss strategy. He would like to schedule this closed door session at the CRA meeting, June 12, 2018 at 5:45 p.m.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed

Commissioner Katz informed the Commission he had a scheduling conflict and was unable to attend the July 3rd Commission meeting.

13. FUTURE AGENDA ITEMS

- A. Staff to review PBC Ordinance on Panhandlers – **June 2018**
- B. Agreement for Textile Recycling Franchise Agreement with FLSC, LLC dba Florida Textile Recycling Program for an exclusive City-Wide program - **June 2018**
- C. Staff to report on the possibility of the City beginning a Bike Share Program - **June 19, 2018**
- D. Approve Gas Station Regulations (CDRV 18-002) - Amending the LAND DEVELOPMENT REGULATIONS (LDR), Chapter 3. Zoning, Article IV. *Use Regulations*, Section 3.D, Use Matrix and Notes to increase eligible locations for gas station siting in appropriate areas of the City. City initiated. - **June 19, 2018**
- E. Approve Wawa Future Land Use Map Amendment & Rezoning (LUAR 18-001) to reclassify property from Office Commercial (OC) to Local Retail Commercial (LRC) and Rezone from C-1 Office Professional to C-3, Community Commercial. Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP. - **June 19, 2018**

- F. Approve Wawa Gas Station Conditional Use and Major Site Plan Modification requests (COUS 18-001/MSPM 18-002) to construct a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump stations, and related site improvements, located in a C-3 Community Commercial zoning district. Applicant: T. Austin Simmons, Brightwork Real Estate Inc., VP / Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP. - **June 19, 2018**
- G. Approve Dog Activity World Group Conditional Use request (COUS 18-002) for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in the Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district. Applicant: Hannah Wickins. - **June 19, 2018**
- H. Approve Zoning Use Amendments (CDRV 18-003) Amending the Land Development Regulations, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (*Zoning Matrix and Notes*), to increase provisions for contractor's offices, offices for civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site. City initiated. - **June 19, 2018**
- I. Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, Zoning, Article II. General Provisions, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain building and site standards, facilitating the expeditious siting, design and construction of new and replacement of public improvements. - **June 19, 2018**
- J. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
- K. Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD – **TBD**
- L. Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. – **TBD**
- M. Discuss possibility of trolley service within the City – **TBD**
- N. Commission wants to discuss public safety as it relates to the Town Square Redevelopment – **TBD**

O. Announce Budget Workshop dates and times:

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 16, 2018 @ 5:00 P.M.

Tuesday, July 17, 2018 @ 10:00 A.M.

Wednesday, July 18, 2018 @ 2:00 P.M.

14. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner McCray moved to adjourn.
Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 8:30 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Christina Romelus

Commissioner – Justin Katz

Commissioner – Mack McCray

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: 6/19/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-010 - FIRST READING - Approve Gas Station Regulations (CDRV 18-002) - Amending the LAND DEVELOPMENT REGULATIONS (LDR), Chapter 3. Zoning, Article IV. Use Regulations, Section 3.D, Use Matrix and Notes to increase eligible locations for gas station siting in appropriate areas of the City. City initiated.

EXPLANATION OF REQUEST:

This item represents the continuation of an evaluation of City's regulations on gas stations that occurred in 2015 and resulted in amendments to the Land Development Regulations (LDR) that reduced the magnitude of non-conforming gas stations in the City which was at 50%. This earlier project also identified two areas that were most void of gas stations which included a 3 1/2 mile segment of Congress Avenue extending south of Woolbright Road to Atlantic Avenue.

Although the number of non-conforming gas stations was significantly reduced, and 13 intersections became eligible for gas station siting under the revised standards, most eligible properties are either developed or not zoned for gas station use. Further justifying the consideration for increasing possible locations for gas stations is the recent hurricane event, Hurricane Irma, which affected the State of Florida with Category 3 and Category 2 winds. Once again, the County experienced power outages, resulting in power loss to over 2 million homes and businesses in the tri-county area. It's noteworthy that prior to landfall of Hurricane Irma, nearly 50% of the gas stations in the Tampa-St. Petersburg area, and 65% of the stations in Miami and Ft. Lauderdale were out of fuel.

Staff has continued the evaluation of the gas station regulations in light of these findings and conclusions, and in conjunction with the consideration of applications for a new Wawa Gas Station at the intersection of Woolbright Road and Congress Avenue.

To accommodate additional stations within the City, with an emphasis on areas with high traffic counts nearest to evacuation routes, staff proposes the following amendments:

- 1) Eliminate the maximum number of stations per intersection standard at eligible intersections (per the existing regulations) that consist of an urban principal roadway. The roads classified as Urban Principal Arterial within the City are limited to Congress Avenue, Boynton Beach Boulevard east to I-95, and I-95 (See Exhibit "B"). This proposed amendment would affect four (4) intersections along Congress Avenue, and three intersections involving I-95. However, as indicated above these intersections are built-out and therefore unavailable for immediate gas station siting. For example, the applications for the proposed Wawa gas station include the rezoning of the northeast corner of Woolbright Road and Congress Avenue, and require redevelopment of the property.
- 2) Omit the minimum frontage requirement that applies solely to gas stations. Although initially this may only benefit one parcel, it does remove an inconsistency in the system as there are several gas stations that do not meet the minimum frontage requirement. Further, the current minimum lot size standard of 30,000 square feet would remain making the frontage requirement unnecessary. Staff

opines that parcel configuration should not delineate eligibility for a gas station, given the site, operational and engineering requirements, and design standards that ensure proper design through a performance standard approach rather than the conventional zoning standard. It is possible to find a parcel at an intersection that is shallow but long, which greatly exceeds the minimum area requirement yet is deficient in a minimum frontage dimension. Using the property targeted for a Wawa gas station as an example, the property is 3 times the minimum area standard for a gas station yet is approximately 30 feet short of the minimum frontage requirement on one side of the property.

3) Omit the minimum distance separation standard between a project driveway and the property line (e.g. 30 feet) which only applies to gas station uses. Technical site standards such as driveway separations and widths, parking space and drive isle dimensions, clear (safe) site triangles and site distance standards are included in the City's Engineering & Design Handbook. Staff finds that such a standard that is unique to a single commercial use and not supported by the above-described manual is not justified.

Staff proposes these code amendments to increase possible gas station siting options at appropriate areas to increase service potential during periods of severe weather and power outage, as well as to eliminate some unwarranted site standards within the Land Development Regulations.

The Planning & Development Board reviewed this item on May 22nd and forwards it with a recommendation of approval.

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

FISCAL IMPACT: Business improvements and new construction will contribute to permit fees and related revenues.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Addendum	Ordinance approving Gas Station Regulation amendments
▣ Staff Report	Staff Report
▣ Amendment	Exhibit A - Proposed Amendments
▣ Exhibit	Exhibit B - Roadway Classification Map

- 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

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

11
12
13

14
15
16
17

18
19
20
21

22
23

24

25

26

27

28

Land Development Regulations, Chapter 3, Article IV, Section 3.D:

46. Gasoline Station.

a. All Districts.

(1) Location. Gasoline stations, except where otherwise allowed by these regulations, are only allowed on properties located at three-way or four-way intersections involving arterial and collector road of rights-of-way as designated by the Comprehensive Plan, excluding local streets and alleys. Interchanges with I-95 are included as eligible intersections. Eligible properties at an intersection with I-95 include the first parcel directly west or east of the toe embankment of the I-95 interchange. This may also be defined as the first parcel with frontage on and access from the arterial road that intersects with the I-95 right-of-way. A maximum of two (2) gasoline stations shall be allowed at each intersection, ~~except this limitation shall not apply to eligible intersections as defined by this paragraph, that consist of an urban principal arterial roadway. The purpose of this exception is to maximize service potential during times of designated emergencies involving major storm events and power outages, particularly along or near evacuation routes.~~ A convenience store with retail gasoline sales is considered to be a gasoline station and is therefore, restricted to these location requirements.

(2) Lot Size. Minimum lot size: thirty thousand (30,000) square feet.

~~(3) Frontage. Minimum street frontage: two hundred twenty-five (225) feet on each frontage measured from the intersecting right-of-way lines of the public streets.~~

~~(43)~~ Access.

(a) Only one (1) access driveway is allowed from each major street frontage. Driveways shall be located a minimum of fifty (50) feet from the intersection unless county or state standards require a greater distance;

(b) Driveways shall be a minimum of thirty (30) feet and a maximum of forty-five (45) feet in width; and

~~(c) Driveways shall not be located less than thirty (30) feet from any interior property line.~~

~~(54)~~ Setbacks.

(a) No canopy shall be located less than twenty (20) feet from any property line; and

(b) No gasoline pump island shall be located less than thirty (30) feet from any property line.

~~(65)~~ Storage. No outside storage of materials, parts, and no overnight storage of vehicles outside.

~~(76)~~ Design. Pursuant to [Chapter 4, Article III, Section 3.G.4.](#), all gasoline stations located on designated out-parcels to shopping centers, business centers, or other planned commercial developments shall conform in design to the approved design plan of the principal center.

~~(87)~~ Landscaping. See landscaping standards in [Chapter 4](#).

~~(98)~~ Lighting. See lighting standards in [Chapter 4](#).

75 ~~(109)~~ Except for where otherwise approved on a master sign program, gasoline stations
76 shall only be permitted to advertise on signage located within the property boundaries.

77 ~~(110)~~ Gasoline stations shall be permitted uses if located greater than 200 feet from a
78 boundary of a residential zoning district. Distances for the purpose of this subsection shall be
79 measured from the closest gasoline pump island or canopy of the gasoline station to the closest
80 boundary of the residential or mixed-use zoning district.

81 ~~(1211)~~ A station existing prior to amendment of these regulations that is located on a lot
82 that does not conform to the property development regulations of the zoning district, as defined
83 in Section 11 of this chapter, may be enlarged, expanded, reconstructed or restored without
84 limitation based on percent of property value, as long as the magnitude of the non-conformity is
85 not worsened by the improvement.

86
87 b. C-2 District, C-3 District, and C-4 District.

88 (1) Use(s) Allowed: A convenience store; auto/car wash, automotive, minor repair; and
89 automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline
90 stations.

91 (2) Setbacks. Except for properties located within the Urban Commercial District
92 Overlay Zone, the following building setbacks shall apply to all structures on the property
93 including the primary structure, or any accessory structures such as car washes or aboveground
94 storage facilities.

95 (a) Building front (and side corner) - 35 feet;

96 (b) Building side - 20 feet;

97 (c) Building rear - 20 feet;

98 (d) Automated car wash. The entrance to an automatic car wash shall be setback no
99 less than seventy-five (75) feet from the street in order to provide for an area of vehicular
100 queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water
101 used in the car washing process.

102 (3) Exceptions to requirement for location at intersections as stated above under section
103 a.(1). When a gas station is accessory to a principal retail use and when all requirements
104 applicable to the PCD District are satisfied.

105
106 c. PCD District.

107 (1) Use(s) Allowed: A convenience store; auto/car wash, automotive, minor repair; and
108 automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline
109 stations.

110 (2) Setbacks. The following building setbacks shall apply to all structures on the
111 property including the primary structure, or any accessory structures such as car washes or
112 above-ground storage facilities.

113 (a) Building front (and side corner) - 35 feet;

114 (b) Building side - 20 feet;

115 (c) Building rear - 20 feet;

116 (d) Automated car wash. The entrance to an automatic car wash shall be setback no
117 less than seventy-five (75) feet from the street in order to provide for an area of vehicular
118 queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water
119 used in the car washing process.

121 (3) Separation. No gasoline pump island shall be located less than two hundred (200)
122 feet from any public right-of-way.
123

124 (4) Exceptions to requirement for location at intersections as stated above under section
125 a.(1). Uses within the PCD District shall not be required to comply with the location standard
126 described above in subsection a.(1).

127 (5) Pre-existing uses. Gasoline stations that were in existence prior to the adoption of
128 these regulations shall not be deemed non-conforming to the corresponding site standards if
129 located in compliance with the location (intersection) standard stated above in section a.

130 (6) Relief from Standards. Waivers from the following standards may be granted in
131 accordance with Chapter 2, Article II by the City Commission for existing projects annexed
132 into the city, when the regulation cannot be fully complied with, but where the intent of the
133 LDR is met:

- 134 (a) Section 3.D.46.a.(5)(a) above;
- 135 (b) Section 3.D.46.a.(5)(b) above;
- 136 (c) Section 3.D.46.c.(3)(a) above; or
- 137 (d) Section 3.D.46.c.(3)(b) above.

138 The applicant shall provide justification of the waiver and submit a mitigation plan off-
139 setting the impact.
140

141 d. MU-L3 District and MU-H District.

142 (1) Use(s) Allowed. A convenience store is allowed as an accessory use to a gasoline
143 station.

144 (2) Setbacks.

145 (a) Building setbacks shall meet those required by the applicable zoning district.

146 (b) Canopy structure over the fuel pumps shall be located either to the side or rear of
147 its associated principal building.

148 e. PID District. This non-industrial use shall be allowed within the PID district provided it
149 is located on a lot with a Mixed Use (MU) land use option and at an intersection that would
150 satisfy the location requirements of this note.

151 (1) Use(s) Allowed. A convenience store; auto/car wash, automotive, minor repair; and
152 automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline
153 stations.

154 (2) Setbacks. Except for properties located within the Urban Commercial District
155 Overlay Zone, the following building setbacks shall apply to all structures on the property
156 including the primary structure, or any accessory structures such as car washes or above-ground
157 storage facilities.

158 (a) Building front (and side corner) - 35 feet;

159 (b) Building side - 20 feet;

160 (c) Building rear - 20 feet;

161 (d) Automated car wash. The entrance to an automatic car wash shall be setback no
162 less than seventy-five (75) feet from the street in order to provide for an area of vehicular
163 queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water
164 used in the car washing process.
165
166

167 **Section 3.** Each and every other provision of the Land Development Regulations not
168 herein specifically amended, shall remain in full force and effect as originally adopted.

169 **Section 4.** All laws and ordinances applying to the City of Boynton Beach in conflict
170 with any provisions of this ordinance are hereby repealed.

171 **Section 5.** Should any section or provision of this Ordinance or any portion thereof
172 be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the
173 remainder of this Ordinance.

174 **Section 6.** Authority is hereby given to codify this Ordinance. The City Clerk is
175 directed to work with the Land Development Regulations publisher to consolidate this ordinance
176 and the exhibit for publication.

177 **Section 7.** This Ordinance shall become effective immediately.

178 FIRST READING this ____ day of _____, 2018.

179 SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

180

181

CITY OF BOYNTON BEACH, FLORIDA

182

183

YES NO

184

185

Mayor – Steven B. Grant

186

187

Vice Mayor – Christina L. Romelus

188

189

Commissioner – Mack McCray

190

191

Commissioner – Justin Katz

192

193

Commissioner – Joe Casello

194

195

196

VOTE

197

ATTEST:

198

199

200

201 Judith A. Pyle, CMC
202 City Clerk
203
204
205 (Corporate Seal)



**DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-033**

TO: Chair and Members
Planning & Development Board

FROM: Michael Rumpf
Planning and Zoning Director

DATE: May 16, 2018

RE: **Gas Station Regulations** (CDRV 18-002) - Amending the LAND DEVELOPMENT REGULATIONS (LDR), Chapter 3. Zoning, Article IV. *Use Regulations*, Section 3.D, Use Matrix and Notes to increase eligible locations for gas station siting in appropriate areas of the City. City initiated.

BACKGROUND

In 2015, the City Commission directed staff to evaluate the City's regulations applicable to gas stations for possible amendments to open up alternative eligible locations for new stations. The initial impetus behind the directive, which was formed into Strategic Initiative Action Item 1.5, was the desire of a local business operator to add gas sales to an existing convenience store where gas sales are not allowed. This interest halted upon learning of a new station proposed in the service area by a major petroleum retailer.

However, staffs evaluation of the City's regulations continued, leading to the discovery that one-half of the gas stations in the City were legal non-conforming uses as a result of the long-standing regulations on gas sales involving eligible locations, permitted zoning districts, and lot size and frontage. Additional findings or conclusions from the Study included the following:

- Two gas stations that remained non-conforming after adoption of the recommended amendments were within the CRA, where alternatives to automobile dependency is to be promoted, with new stations possibly being considered under future mixed use regulations consistent with the vision for the downtown and greater CRA;
- Thirteen intersections became eligible for gas station siting under the revised standards; however, the adjoining properties were built-out or had the wrong zoning for new stations;
- One of the areas identified as having the most noticeable void in service stations was S. Congress Avenue, along a 3 ½ mile stretch of Congress Avenue between Woolbright Road and Atlantic Avenue in Delray Beach.

Staff has continued the evaluation of the gas station regulations in light of these findings and conclusions, and in conjunction with the review of applications for a new Wawa Gas Station at the intersection of Woolbright Road and Congress Avenue. This location is the northern point of the beginning of the void in gas sales extending south into Delray Beach. Further justifying the consideration for increasing possible locations for gas stations is the recent hurricane event,

Hurricane Irma, which affected the State of Florida with Category 3 and Category 2 winds. Once again, the County experienced power outages, resulting in power loss to over 2 million homes and businesses in the tri-county area.

Petroleum availability is not just a factor of the number of gas stations within an area; however, with an increase in the variety of gas station brands, there is an increase in resource options and gasoline availability. Prior to landfall of Hurricane Irma, nearly 50% of the gas stations in the Tampa-St. Petersburg area, and 65% of the stations in Miami and Ft. Lauderdale were out of fuel.

An explanation of the proposed amendments is below and provided verbatim within an excerpt from the Land Development Regulations in Exhibit “A”. The roadway classification system for the City is provided within Exhibit “B”.

ANALYSIS

Maximum number of gas stations at qualifying intersections

Current regulations limit the number of gas stations at eligible intersections to two (2). This standard has been in the LDRs for many years, likely with the intent to limit the proliferation of gas stations at highly visible areas of the City. Gas stations have not been known for aesthetic attributes, particularly given that auto repair service with visible service bays and unsightly work areas were common with gas sales, and site design emphasized accessibility and visibility through wide driveways and bright lights in close proximity to the abutting roadway. With the reduction in auto repair service at gasoline sales operations, and the adoption of new landscaping and other site design requirements, visual impacts from gas stations has been reduced. Additionally, the newer generation of gasoline stations have increased the allocation of space to convenience goods, to the point of some becoming small grocery stores and even delis and restaurants. Not only has shopping alternatives improved for the consumer, but also aesthetic improvements are evident as well in the absence of service bay doors and increased building massing at the street. The LDRs do not limit the number of convenience stores allowed per intersection, or limit them to specified locations in the City.

To increase the options for gas station siting, particularly in areas with high traffic volumes and near evacuation routes, staff proposes to eliminate the maximum number per intersection standard at eligible intersections (per the existing regulations) that consist of an urban principal roadway. The roads classified as Urban Principal Arterial within the City are limited to Congress Avenue, Boynton Beach Boulevard east to I-95, and I-95 (See Exhibit “B”). This proposed amendment would affect four (4) intersections along Congress Avenue, and three intersections involving I-95. However, as indicated above as a finding of the 2015 LDR evaluation, these intersections are built-out or zoned contrary to the required zoning for a gas station. Either sites must be redeveloped and/or rezoned to accommodate a new gas station. For example, the applications for the proposed Wawa gas station include the rezoning of the northeast corner of Woolbright Road and Congress Avenue. This corner of the intersection has historically been zoned C-1, which would not allow gas sales.

For comparison purposes, staff researched the regulations of several other cities in the area. Of the sample of 11 cities researched, only one city (City of Boca Raton) regulates the maximum number of gas stations per intersection; however, this standard only applies to selected intersections within the city. A much more commonly used regulatory tool among the cities sampled is distance separation. Six cities use a distance separation standard; three of them require the separation only between different gas stations, one city regulates distances between gas stations and distances from other uses

(i.e. churches, schools and hospitals), and one city just requires separation from other uses. The separation distances range between 500 feet and 1,200 feet. Note that the City of Palm Beach Gardens does not require a separation between those gas stations that qualify as convenience stores, and the Town of Juno Beach only applies the distance separation between more than three gas stations. Lastly, the Town of Jupiter only requires separation between larger gas stations (those with between 11 and 16 fueling stations). Five cities do not regulate gas stations by separation or number per intersection. As indicated by the survey results, there is variation of standards among other cities, but approximately one-half of the sample applies some type of distance separation standard to gas stations.

Minimum frontage standard of 225 feet for gas stations

Staff proposes to omit the minimum frontage requirement that applies solely to gas stations. Although initially this may only benefit one parcel, it does remove an inconsistency in the system as there are several gas stations that do not meet the minimum frontage requirement. Further, the current minimum lot size standard of 30,000 square feet would remain making the frontage requirement unnecessary. Staff opines that parcel configuration should not delineate eligibility for a gas station, given the site, operational and engineering requirements, and design standards that ensure proper design through a performance standard approach rather than the conventional zoning standard. It is possible to find a parcel at an intersection that is shallow but long, which greatly exceeds the minimum area requirement yet is deficient in a minimum frontage dimension. Using the property targeted for a Wawa gas station as an example, the property is 3 times the minimum area standard for a gas station yet is approximately 30 feet short of the minimum frontage requirement on one side of the property.

Minimum Driveway Separation from Property Boundaries of 30 feet

The City's Land Development Regulations solely applicable to gas stations also include a minimum distance separation standard between a project driveway and the property line (e.g. 30 feet). Such technical site standards such as driveway separations and widths, parking space and drive isle dimensions, clear (safe) site triangles and site distance standards are included in the City's Engineering & Design Handbook. The Handbook is the complete guide on the design, construction and maintenance of systems that move traffic throughout the City and supports the land development process. The manual is comprehensive, taking into consideration all vehicle types and spatial needs. However, the manual does not regulate the separation between a driveway and a property line. Staff does not see the purpose of a standard unique to a gas station use that is not supported by the above-described manual.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to increase possible gas station siting options at appropriate areas to increase service potential during periods of severe weather and power outage, as well as to eliminate some unnecessary site standards within the Land Development Regulations.

Attachment

EXHIBIT “A”

Land Development Regulations, Chapter 3, Article IV, Section 3.D:

46. Gasoline Station.

a. All Districts.

(1) Location. Gasoline stations, except where otherwise allowed by these regulations, are only allowed on properties located at three-way or four-way intersections involving arterial and collector road of rights-of-way as designated by the Comprehensive Plan, excluding local streets and alleys. Interchanges with I-95 are included as eligible intersections. Eligible properties at an intersection with I-95 include the first parcel directly west or east of the toe embankment of the I-95 interchange. This may also be defined as the first parcel with frontage on and access from the arterial road that intersects with the I-95 right-of-way. A maximum of two (2) gasoline stations shall be allowed at each intersection, except this limitation shall not apply to eligible intersections as defined by this paragraph, that consist of an urban principal arterial roadway. The purpose of this exception is to maximize service potential during times of designated emergencies involving major storm events and power outages, particularly along or near evacuation routes. A convenience store with retail gasoline sales is considered to be a gasoline station and is therefore, restricted to these location requirements.

(2) Lot Size. Minimum lot size: thirty thousand (30,000) square feet.

~~——(3) Frontage. Minimum street frontage: two hundred twenty five (225) feet on each frontage measured from the intersecting right-of-way lines of the public streets.~~

~~(43)~~ Access.

(a) Only one (1) access driveway is allowed from each major street frontage. Driveways shall be located a minimum of fifty (50) feet from the intersection unless county or state standards require a greater distance;

(b) Driveways shall be a minimum of thirty (30) feet and a maximum of forty-five (45) feet in width; and

~~(c) Driveways shall not be located less than thirty (30) feet from any interior property line.~~

~~(54)~~ Setbacks.

(a) No canopy shall be located less than twenty (20) feet from any property line; and

(b) No gasoline pump island shall be located less than thirty (30) feet from any property line.

~~(65)~~ Storage. No outside storage of materials, parts, and no overnight storage of vehicles outside.

~~(76)~~ Design. Pursuant to [Chapter 4, Article III, Section 3.G.4.](#), all gasoline stations located on designated out-parcels to shopping centers, business centers, or other planned commercial developments shall conform in design to the approved design plan of the principal center.

~~(87)~~ Landscaping. See landscaping standards in [Chapter 4](#).

~~(98)~~ Lighting. See lighting standards in [Chapter 4](#).

~~(109)~~ Except for where otherwise approved on a master sign program, gasoline stations shall only be permitted to advertise on signage located within the property boundaries.

~~(110)~~ Gasoline stations shall be permitted uses if located greater than 200 feet from a boundary of a residential zoning district. Distances for the purpose of this subsection shall be

measured from the closest gasoline pump island or canopy of the gasoline station to the closest boundary of the residential or mixed-use zoning district.

(~~4211~~) A station existing prior to amendment of these regulations that is located on a lot that does not conform to the property development regulations of the zoning district, as defined in Section 11 of this chapter, may be enlarged, expanded, reconstructed or restored without limitation based on percent of property value, as long as the magnitude of the non-conformity is not worsened by the improvement.

b. C-2 District, C-3 District, and C-4 District.

(1) Use(s) Allowed: A convenience store; auto/car wash, automotive, minor repair; and automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline stations.

(2) Setbacks. Except for properties located within the Urban Commercial District Overlay Zone, the following building setbacks shall apply to all structures on the property including the primary structure, or any accessory structures such as car washes or aboveground storage facilities.

(a) Building front (and side corner) - 35 feet;

(b) Building side - 20 feet;

(c) Building rear - 20 feet;

(d) Automated car wash. The entrance to an automatic car wash shall be setback no less than seventy-five (75) feet from the street in order to provide for an area of vehicular queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water used in the car washing process.

(3) Exceptions to requirement for location at intersections as stated above under section a.(1). When a gas station is accessory to a principal retail use and when all requirements applicable to the PCD District are satisfied.

c. PCD District.

(1) Use(s) Allowed: A convenience store; auto/car wash, automotive, minor repair; and automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline stations.

(2) Setbacks. The following building setbacks shall apply to all structures on the property including the primary structure, or any accessory structures such as car washes or above-ground storage facilities.

(a) Building front (and side corner) - 35 feet;

(b) Building side - 20 feet;

(c) Building rear - 20 feet;

(d) Automated car wash. The entrance to an automatic car wash shall be setback no less than seventy-five (75) feet from the street in order to provide for an area of vehicular queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water used in the car washing process.

(3) Separation. No gasoline pump island shall be located less than two hundred (200) feet from any public right-of-way.

(4) Exceptions to requirement for location at intersections as stated above under section a.(1). Uses within the PCD District shall not be required to comply with the location standard described above in subsection a.(1).

(5) Pre-existing uses. Gasoline stations that were in existence prior to the adoption of these regulations shall not be deemed non-conforming to the corresponding site standards if located in compliance with the location (intersection) standard stated above in section a.

(6) Relief from Standards. Waivers from the following standards may be granted in accordance with Chapter 2, Article II by the City Commission for existing projects annexed into the city, when the regulation cannot be fully complied with, but where the intent of the LDR is met:

- (a) Section 3.D.46.a.(5)(a) above;
- (b) Section 3.D.46.a.(5)(b) above;
- (c) Section 3.D.46.c.(3)(a) above; or
- (d) Section 3.D.46.c.(3)(b) above.

The applicant shall provide justification of the waiver and submit a mitigation plan off-setting the impact.

d. MU-L3 District and MU-H District.

(1) Use(s) Allowed. A convenience store is allowed as an accessory use to a gasoline station.

(2) Setbacks.

(a) Building setbacks shall meet those required by the applicable zoning district.

(b) Canopy structure over the fuel pumps shall be located either to the side or rear of its associated principal building.

e. PID District. This non-industrial use shall be allowed within the PID district provided it is located on a lot with a Mixed Use (MU) land use option and at an intersection that would satisfy the location requirements of this note.

(1) Use(s) Allowed. A convenience store; auto/car wash, automotive, minor repair; and automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline stations.

(2) Setbacks. Except for properties located within the Urban Commercial District Overlay Zone, the following building setbacks shall apply to all structures on the property including the primary structure, or any accessory structures such as car washes or above-ground storage facilities.

- (a) Building front (and side corner) - 35 feet;
- (b) Building side - 20 feet;
- (c) Building rear - 20 feet;

(d) Automated car wash. The entrance to an automatic car wash shall be setback no less than seventy-five (75) feet from the street in order to provide for an area of vehicular queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water used in the car washing process.

EXHIBIT “A”

Land Development Regulations, Chapter 3, Article IV, Section 3.D:

46. Gasoline Station.

a. All Districts.

(1) Location. Gasoline stations, except where otherwise allowed by these regulations, are only allowed on properties located at three-way or four-way intersections involving arterial and collector road of rights-of-way as designated by the Comprehensive Plan, excluding local streets and alleys. Interchanges with I-95 are included as eligible intersections. Eligible properties at an intersection with I-95 include the first parcel directly west or east of the toe embankment of the I-95 interchange. This may also be defined as the first parcel with frontage on and access from the arterial road that intersects with the I-95 right-of-way. A maximum of two (2) gasoline stations shall be allowed at each intersection, except this limitation shall not apply to eligible intersections as defined by this paragraph, that consist of an urban principal arterial roadway. The purpose of this exception is to maximize service potential during times of designated emergencies involving major storm events and power outages, particularly along or near evacuation routes. A convenience store with retail gasoline sales is considered to be a gasoline station and is therefore, restricted to these location requirements.

(2) Lot Size. Minimum lot size: thirty thousand (30,000) square feet.

~~—(3) Frontage. Minimum street frontage: two hundred twenty five (225) feet on each frontage measured from the intersecting right-of-way lines of the public streets.~~

~~(43)~~ Access.

(a) Only one (1) access driveway is allowed from each major street frontage. Driveways shall be located a minimum of fifty (50) feet from the intersection unless county or state standards require a greater distance;

(b) Driveways shall be a minimum of thirty (30) feet and a maximum of forty-five (45) feet in width; and

~~(c) Driveways shall not be located less than thirty (30) feet from any interior property line.~~

~~(54)~~ Setbacks.

(a) No canopy shall be located less than twenty (20) feet from any property line; and

(b) No gasoline pump island shall be located less than thirty (30) feet from any property line.

~~(65)~~ Storage. No outside storage of materials, parts, and no overnight storage of vehicles outside.

~~(76)~~ Design. Pursuant to [Chapter 4, Article III, Section 3.G.4.](#), all gasoline stations located on designated out-parcels to shopping centers, business centers, or other planned commercial developments shall conform in design to the approved design plan of the principal center.

~~(87)~~ Landscaping. See landscaping standards in [Chapter 4](#).

~~(98)~~ Lighting. See lighting standards in [Chapter 4](#).

~~(109)~~ Except for where otherwise approved on a master sign program, gasoline stations shall only be permitted to advertise on signage located within the property boundaries.

~~(110)~~ Gasoline stations shall be permitted uses if located greater than 200 feet from a boundary of a residential zoning district. Distances for the purpose of this subsection shall be

measured from the closest gasoline pump island or canopy of the gasoline station to the closest boundary of the residential or mixed-use zoning district.

(~~42~~11) A station existing prior to amendment of these regulations that is located on a lot that does not conform to the property development regulations of the zoning district, as defined in Section 11 of this chapter, may be enlarged, expanded, reconstructed or restored without limitation based on percent of property value, as long as the magnitude of the non-conformity is not worsened by the improvement.

b. C-2 District, C-3 District, and C-4 District.

(1) Use(s) Allowed: A convenience store; auto/car wash, automotive, minor repair; and automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline stations.

(2) Setbacks. Except for properties located within the Urban Commercial District Overlay Zone, the following building setbacks shall apply to all structures on the property including the primary structure, or any accessory structures such as car washes or aboveground storage facilities.

(a) Building front (and side corner) - 35 feet;

(b) Building side - 20 feet;

(c) Building rear - 20 feet;

(d) Automated car wash. The entrance to an automatic car wash shall be setback no less than seventy-five (75) feet from the street in order to provide for an area of vehicular queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water used in the car washing process.

(3) Exceptions to requirement for location at intersections as stated above under section a.(1). When a gas station is accessory to a principal retail use and when all requirements applicable to the PCD District are satisfied.

c. PCD District.

(1) Use(s) Allowed: A convenience store; auto/car wash, automotive, minor repair; and automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline stations.

(2) Setbacks. The following building setbacks shall apply to all structures on the property including the primary structure, or any accessory structures such as car washes or above-ground storage facilities.

(a) Building front (and side corner) - 35 feet;

(b) Building side - 20 feet;

(c) Building rear - 20 feet;

(d) Automated car wash. The entrance to an automatic car wash shall be setback no less than seventy-five (75) feet from the street in order to provide for an area of vehicular queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water used in the car washing process.

(3) Separation. No gasoline pump island shall be located less than two hundred (200) feet from any public right-of-way.

(4) Exceptions to requirement for location at intersections as stated above under section a.(1). Uses within the PCD District shall not be required to comply with the location standard described above in subsection a.(1).

(5) Pre-existing uses. Gasoline stations that were in existence prior to the adoption of these regulations shall not be deemed non-conforming to the corresponding site standards if located in compliance with the location (intersection) standard stated above in section a.

(6) Relief from Standards. Waivers from the following standards may be granted in accordance with Chapter 2, Article II by the City Commission for existing projects annexed into the city, when the regulation cannot be fully complied with, but where the intent of the LDR is met:

- (a) Section 3.D.46.a.(5)(a) above;
- (b) Section 3.D.46.a.(5)(b) above;
- (c) Section 3.D.46.c.(3)(a) above; or
- (d) Section 3.D.46.c.(3)(b) above.

The applicant shall provide justification of the waiver and submit a mitigation plan off-setting the impact.

d. MU-L3 District and MU-H District.

(1) Use(s) Allowed. A convenience store is allowed as an accessory use to a gasoline station.

(2) Setbacks.

(a) Building setbacks shall meet those required by the applicable zoning district.

(b) Canopy structure over the fuel pumps shall be located either to the side or rear of its associated principal building.

e. PID District. This non-industrial use shall be allowed within the PID district provided it is located on a lot with a Mixed Use (MU) land use option and at an intersection that would satisfy the location requirements of this note.

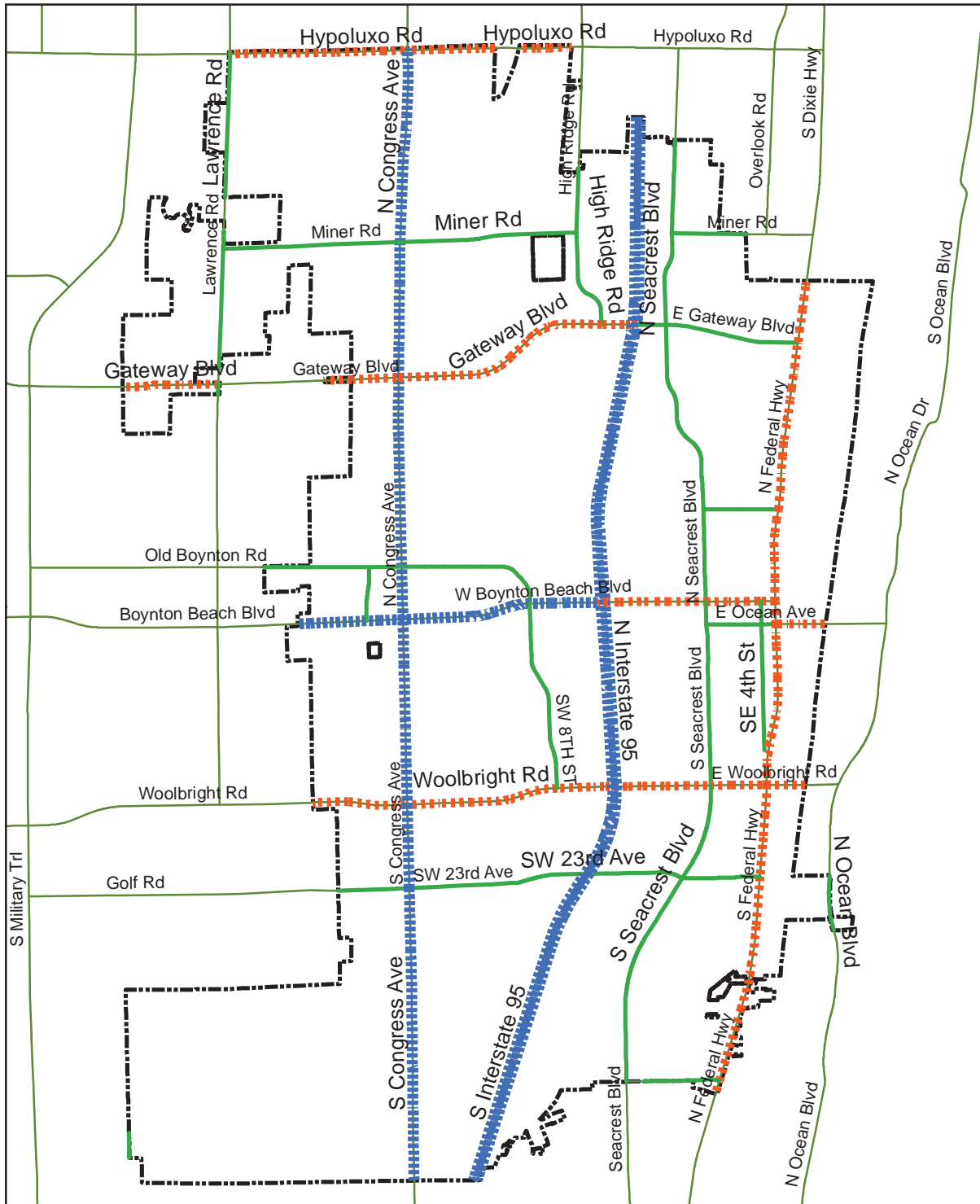
(1) Use(s) Allowed. A convenience store; auto/car wash, automotive, minor repair; and automotive window tinting/stereo installation/alarms are allowed as accessory uses to gasoline stations.

(2) Setbacks. Except for properties located within the Urban Commercial District Overlay Zone, the following building setbacks shall apply to all structures on the property including the primary structure, or any accessory structures such as car washes or above-ground storage facilities.

- (a) Building front (and side corner) - 35 feet;
- (b) Building side - 20 feet;
- (c) Building rear - 20 feet;

(d) Automated car wash. The entrance to an automatic car wash shall be setback no less than seventy-five (75) feet from the street in order to provide for an area of vehicular queuing (stacking). An accessory auto/car wash shall be fully automatic and recycle all water used in the car washing process.

City of Boynton Beach Thoroughfare System Functional Classification of Roads



Legend

- ▬▬▬▬▬ Urban Principal Arterial (U-PA)
- ▬▬▬▬▬ Urban Minor Arterial (U-MA)
- ▬▬▬▬▬ Urban Collector (U-COLL)

1 0.5 0 1 Miles



Map 2-1



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED ORDINANCE NO. 18-011 - FIRST READING - Approve Wawa Future Land Use Map Amendment (LUAR 18-001) to reclassify property from Office Commercial (OC) to Local Retail Commercial (LRC). Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP.

PROPOSED ORDINANCE NO. 18-012 - FIRST READING - Approve Wawa Rezoning (LUAR 18-001) from C-1 Office Professional to C-3, Community Commercial. Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP.

EXPLANATION OF REQUEST:

The 2.14-acre subject property consists of two parcels, one currently vacant and one developed with a single story, presently unoccupied office building.

The applicant proposes this future land use (FLU) amendment and rezoning to redevelop the property with a 6,119 square foot Wawa store and gas station. The request for a major site plan modification is being processed concurrently, as are the staff-initiated applications for three amendments to the Land Development Regulations (LDRs), including one pertaining to the maximum number of gasoline stations at an intersection.

The proposed LRC future land use and C-3 zoning will bring the north east corner of the Congress Avenue/ Woolbright Road intersection to consistency with the FLU and zoning of the three remaining corners where LRC and C-3 zoning already prevail, allowing development intensity which aligns with the high traffic volumes carried by both Congress Avenue and Woolbright Road.

This intersection is less than a mile from the City's main commercial hub of the Congress Avenue corridor and the tentative boundary of the future "Congress Avenue District," the target of the next redevelopment plan. While focused on optimizing the District's economic potential, the plan will also impact the Congress Avenue/ Woolbright Road intersection. That area may redevelop into a secondary commercial activity node, serving residents of the surrounding neighborhoods who may prefer to avoid traffic and crowds further north. The proposed rezoning—which permits retail as well as office uses—would allow for intensification of the commercial development on the subject property in support of such a node.

The Planning and Development Board forwarded these items with a recommendation of approval on May 22, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

No significant impact on either programs or services.

FISCAL IMPACT: The project will contribute to the City's tax base.

ALTERNATIVES:

None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance amending Land Use for Wawa from Office Commercial to Local Retail Commercial
<input type="checkbox"/> Ordinance	Ordinance Wawa Rezone from C-1 to C-3
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Exhibit A: Location Map
<input type="checkbox"/> Exhibit	Exhibit B: Proposed FLU
<input type="checkbox"/> Exhibit	Exhibit C: Proposed Zoning

- 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

3 AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA,
4 AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE
5 LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR
6 PROPERTY COMMONLY KNOWN AS WAWA AND DESCRIBED
7 HEREIN, OWNED BY BOYNTON HEART INSTITUTE, LLC./PNC
8 BANK, NA; CHANGING THE LAND USE DESIGNATION FROM
9 OFFICE COMMERCIAL (OC) TO LOCAL RETAIL COMMERCIAL
10 (LRC); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN
11 EFFECTIVE DATE.

13 **WHEREAS**, the City Commission of the City of Boynton Beach, Florida has adopted
14 a City of Boynton Beach Comprehensive Plan and as part of said Plan a Future Land Use
15 Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government
16 Comprehensive Planning Act; and

17 **WHEREAS**, the procedure for amendment of a Future Land Use Element of a
18 Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

19 **WHEREAS**, after two (2) public hearings the City Commission acting in its dual
20 capacity as Local Planning Agency and City Commission finds that the amendment hereinafter
21 set forth is consistent with the City’s adopted Comprehensive Plan and deems it in the best
22 interest of the inhabitants of said City to amend the Future Land Use Element (designation) of
23 the Comprehensive Plan as hereinafter provided.

24 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
25 **CITY OF BOYNTON BEACH, FLORIDA, THAT:**

26 Section 1: The foregoing WHEREAS clauses are true and correct and incorporated
27 herein by this reference.

28 Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect That the
29 Future Land Use of the following described land:

PARCEL 1:

A PORTION OF TRACT H-5 (NOT INCLUDED PARCEL), PLAT OF TENTH SECTION PALM BEACH LEISUREVILLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 129 THROUGH 141, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N 88°00'52"E., ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 60.01 FEET; THENCE S 1°02'40"E., A LONG SAID PARALLEL LINE, A DISTANCE OF 40.01 FEET TO A POINT ON A LINE 40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 32; THENCE N 88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 236.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 253.77 FEET TO A POINT ON A LINE 550 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 32; THENCE S 1°02'40"E., A DISTANCE OF 193.03 FEET TO A POINT ON A LINE 60 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF S.W. 15TH AVENUE (WOOLBRIGHT ROAD), AS NOW LAID OUT AND IN USE; THENCE S 88°00'52"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 250.60 FEET; THENCE N 1°59'08"W., A DISTANCE OF 193.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,676 SQUARE FEET/1.1174 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 2

THE SOUTH 200 FEET OF THE NORTH 240 FEET OF THE EAST 500 FEET OF THE WEST 550 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 43 EAST. PALM BEACH COUNTY, FLORIDA AND BEING ALSO KNOWN AS TRACT H-5, LESS THE EAST 200 FEET THEREOF, AS MARKED (NOT INCLUDED) ON THE PLAT OF TENTH SECTION, PALM BEACH LEISUREVILLE RECORDED IN PLAT BOOK 30, PAGE 130;

LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT H-5; THENCE S 88°00'52"W, ALONG A LINE 53 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS SHOWN IN SAID PLAT BOOK 30 AT PAGE 130, A DISTANCE OF 200.03 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 200 FEET OF SAID TRACT H-5 AND THE POINT OF BEGINNING; THENCE N 1°02'04"W, AND PARALLEL WITH THE EAST LINE OF SAID TRACT H-5, A DISTANCE OF 7.00 FEET; HENCE S 88°00'52" W, 439.23 FEET, ALONG A LINE 60 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE POINT OF A CURVATURE OF A CURVE FROM WHICH THE RADIUS POINT BEARS N 01°59'08", W, 50 FEET; THENCE N 46°30'54"W, 71.29 FEET, ALONG THE CHORD OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'28" TO THE POINT OF TANGENCY; THENCE N 01°02'40"W, 142.20 FEET ALONG A LINE 60 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF CONGRESS AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE SOUTH RIGHT OF WAY OF LAKE WORTH DRAINAGE DISTRICT L026 CANAL; THENCE S 88°00'52"W, 10.00 FEET; ALONG SAID SOUTH RIGHT OF WAY LINE OF L-26 CANAL, THENCE S 01°02'40" E, 174.62 FEET, ALONG A LINE 50 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF CONGRESS AVENUE AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE POINT OF CURVATURE OF A CURVE FROM WHICH THE RADIUS OF TANGENCY; THENCE N 88°00'52" E. 474.65 FEET, ALONG A LINE 53.0 FEET

85 NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS
86 SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE POINT OF BEGINNING.

87
88 LESS AND NOT INCLUDING THAT PROPERTY CONVEYED IN OFFICIAL RECORDS BOOK
89 13210, PAGE 273, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
90 DESCRIBED AS FOLLOWS:

91
92 A PORTION OF TRACT H-5 (NOT INCLUDED PARCEL), PLAT OF TENTH SECTION PALM
93 BEACH LEISUREVILLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
94 BOOK 30, PAGES 129 THROUGH 141, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH
95 COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

96
97 COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 45 SOUTH,
98 RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N 88°00'52"E., ALONG THE
99 NORTH LINE OF SAID SECTION 32, A DISTANCE OF 60.01 FEET ; THENCE S 1°02'40"E., A
100 LONG SAID PARALLEL LINE, A DISTANCE OF 40.01 FEET TO A POINT ON A LINE 40 FEET
101 SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 32; THENCE
102 N.88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 236.29 FEET TO THE POINT
103 OF BEGINNING; THENCE CONTINUE N.88°00'52"E., ALONG SAID PARALLEL LINE, A
104 DISTANCE OF 253.77 FEET TO A POINT ON A LINE 550 FEET EAST OF AND PARALLEL TO
105 THE WEST LINE OF SAID SECTION 32; THENCE S 1°02'40"E., A DISTANCE OF 193.03 FEET
106 TO A POINT ON A LINE 60 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF S.W.
107 15TH AVENUE (WOOLBRIGHT ROAD), AS NOW LAID OUT AND IN USE; THENCE
108 S 88°00'52"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 250.60 FEET; THENCE
109 N.1°59'08"W., A DISTANCE OF 193.00 FEET TO THE POINT OF BEGINNING.

110
111 TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, SAID EASEMENT BEING
112 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

113
114 THE SOUTH 56 FEET OF THE NORTH 240 FEET OF THE EAST 16 FEET OF THE WEST 566
115 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF SECTION 32, TOWNSHIP 45 SOUTH,
116 RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING ALSO KNOWN AS THE
117 SOUTH 56 FEET OF THE WEST 16 FEET OF THE EAST 200 FEET OF TRACT H-5 AS MARKED
118 (NOT INCLUDED) ON THE PLAT OF TENTH SECTION, PALM BEACH LEISUREVILLE,
119 RECORDED IN PLAT BOOK 30, PAGE 130, LESS AND NOT INCLUDING THE FOLLOWING
120 DESCRIBED PARCEL:

121
122 BEING A PART OF TRACT H-5 AS MARKED (NOT INCLUDED) ON THE PLAT OF TENTH
123 SECTION, PALM BEACH LEISUREVILLE, RECORDED IN PLAT BOOK 30, PAGE 130, AND
124 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

125
126 COMMENCING AT THE SOUTHEAST CORNER OF TRACT H-5, PLAT OF TENTH SECTION,
127 PALM BEACH LEISUREVILLE. AS RECORDED IN PLAT BOOK 30, PAGE 130, PUBLIC
128 RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE N 01°02'40"W. ALONG THE EAST
129 LINE OF SAID TRACT H-5, A DISTANCE OF 7.00 FEET; THENCE S 88°00'52"W, ALONG A
130 LINE 60.0 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH
131 AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, A DISTANCE OF 184.03 FEET, TO
132 THE INTERSECTION WITH THE WEST LINE OF THE EAST 184 FEET OF SAID TRACT H-5;
133 THENCE CONTINUE S 88°00'52"W. A DISTANCE OF 16 FEET, TO THE INTERSECTION WITH
134 THE WEST LINE OF THE EAST 200 FEET OF SAID TRACT H-5; THENCE S 01°02'40"E. ALONG
135 SAID WEST LINE A DISTANCE OF 7.00 FEET; THENCE N 88°00'32"E, ALONG A LINE OF 53.0
136 FEET NORTH OF AND PARALLEL WITH THE SAID CENTERLINE OF SOUTHWEST 15TH
137 AVENUE, A DISTANCE OF 16 FEET; THENCE N 01°02'40"W. A DISTANCE OF 7.00 FEET TO
138 THE POINT OF BEGINNING.

139
140 PARCEL 2 CONTAINING 44,626 SQUARE FEET/1.0245 ACRES MORE OR LESS.
141
142 SAID LANDS SITUATE IN THE CITY OF BOYNTON, PALM BEACH COUNTY, FLORIDA.
143
144 PARCELS 1 AND 2 CONTAINING A TOTAL OF 93,302 SQUARE FEET/2.1419 ACRES MORE
145 OR LESS.
146

147 is amended from Office Commercial (OC) to: **LOCAL RETAIL COMMERCIAL**
148 **(LRC).**

149 Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge, or
150 appeal provisions provided by the Florida Local Government Comprehensive Planning and Land
151 Development Regulation Act. No party shall be vested of any right by virtue of the adoption of this
152 Ordinance until all statutory required review is complete and all legal challenges, including appeals,
153 are exhausted. In the event that the effective date is established by state law or special act, the
154 provisions of state act shall control.

155 FIRST READING this _____ day of _____, 2018.

156 SECOND, FINAL READING and PASSAGE this _____ day of _____, 2018.

157 CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
158		
159		
160 Mayor – Steven B. Grant	_____	_____
161		
162 Vice Mayor – Christina L. Romelus	_____	_____
163		
164 Commissioner – Mack McCray	_____	_____
165		
166 Commissioner – Justin Katz	_____	_____
167		
168 Commissioner – Joe Casello	_____	_____
169		
170 VOTE	_____	

171 ATTEST:

172
173
174 _____
175 Judith A. Pyle, CMC
176 City Clerk
177
178 (Corporate Seal)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS WAWA FROM C-1 OFFICE PROFESSIONAL TO C-3 COMMUNITY COMMERCIAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

WHEREAS, the City of Boynton Beach has made application to rezone land, said land being more particularly described hereinafter, from C-1 Office Professional to C-3 Community Commercial; and

WHEREAS, the City Commission conducted public hearings as required by law and heard testimony and received evidence which the Commission finds supports a rezoning for the property hereinafter described; and

WHEREAS, the City Commission deems it in the best interests of the inhabitants of said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

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

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

Section 2. The land herein described be and the same is hereby rezoned from C-1 Office Professional to C-3 Community Commercial. A location map is attached hereto as Exhibit “A” and made a part of this Ordinance by reference. Legal Description:

PARCEL 1:

A PORTION OF TRACT H-5 (NOT INCLUDED PARCEL), PLAT OF TENTH SECTION PALM BEACH LEISUREVILLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 129 THROUGH 141, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N 88°00'52"E., ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 60.01 FEET; THENCE S.1°02'40"E., A LONG SAID PARALLEL LINE, A DISTANCE OF 40.01 FEET TO A POINT ON A LINE 40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 32; THENCE

N.88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 236.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 253.77 FEET TO A POINT ON A LINE 550 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 32; THENCE S1°02'40"E., A DISTANCE OF 193.03 FEET TO A POINT ON A LINE 60 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF S.W. 15TH AVENUE (WOOLBRIGHT ROAD), AS NOW LAID OUT AND IN USE; THENCE S88°00'52"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 250.60 FEET; THENCE N.1°59'08"W., A DISTANCE OF 193.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,676 SQUARE FEET/1.1174 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 2

THE SOUTH 200 FEET OF THE NORTH 240 FEET OF THE EAST 500 FEET OF THE WEST 550 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING ALSO KNOWN AS TRACT H-5, LESS THE EAST 200 FEET THEREOF, AS MARKED (NOT INCLUDED) ON THE PLAT OF TENTH SECTION, PALM BEACH LEISUREVILLE RECORDED IN PLAT BOOK 30, PAGE 130;

LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT H-5; THENCE S 88°00'52"W, ALONG A LINE 53 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS SHOWN IN SAID PLAT BOOK 30 AT PAGE 130, A DISTANCE OF 200.03 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 200 FEET OF SAID TRACT H-5 AND THE POINT OF BEGINNING; THENCE N 1°02'04"W, AND PARALLEL WITH THE EAST LINE OF SAID TRACT H-5, A DISTANCE OF 7.00 FEET; HENCE S 88°00'52" W, 439.23 FEET, ALONG A LINE 60 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE POINT OF A CURVATURE OF A CURVE FROM WHICH THE RADIUS POINT BEARS N 01°59'08",W, 50 FEET; THENCE N 46°30'54"W, 71.29 FEET, ALONG THE CHORD OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'28" TO THE POINT OF TANGENCY; THENCE N 01°02'40"W, 142.20 FEET ALONG A LINE 60 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF CONGRESS AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE SOUTH RIGHT OF WAY OF LAKE WORTH DRAINAGE DISTRICT L026 CANAL; THENCE S 88°00'52"W, 10.00 FEET; ALONG SAID SOUTH RIGHT OF WAY LINE OF L-26 CANAL, THENCE S 01°02'40" E, 174.62 FEET, ALONG A LINE 50 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF CONGRESS AVENUE AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE POINT OF CURVATURE OF A CURVE FROM WHICH THE RADIUS OF TANGENCY; THENCE N 88°00'52" E. 474.65 FEET, ALONG A LINE 53.0 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, TO THE POINT OF BEGINNING.

LESS AND NOT INCLUDING THAT PROPERTY CONVEYED IN OFFICIAL RECORDS BOOK 13210, PAGE 273, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PORTION OF TRACT H-5 (NOT INCLUDED PARCEL), PLAT OF TENTH SECTION PALM BEACH LEISUREVILLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 129 THROUGH 141, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N 88°00'52"E., ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 60.01 FEET ; THENCE S 1°02'40"E., A LONG SAID PARALLEL LINE, A DISTANCE OF 40.01 FEET TO A POINT ON A LINE 40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 32; THENCE N.88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 236.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°00'52"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 253.77 FEET TO A POINT ON A LINE 550 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 32; THENCE S 1°02'40"E., A DISTANCE OF 193.03 FEET TO A POINT ON A LINE 60 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF S.W. 15TH AVENUE (WOOLBRIGHT ROAD), AS NOW LAID OUT AND IN USE; THENCE S 88°00'52"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 250.60 FEET; THENCE N. 1°59'08"W., A DISTANCE OF 193.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 56 FEET OF THE NORTH 240 FEET OF THE EAST 16 FEET OF THE WEST 566 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF SECTION 32, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING ALSO KNOWN AS THE SOUTH 56 FEET OF THE WEST 16 FEET OF THE EAST 200 FEET OF TRACT H-5 AS MARKED (NOT INCLUDED) ON THE PLAT OF TENTH SECTION, PALM BEACH LEISUREVILLE, RECORDED IN PLAT BOOK 30, PAGE 130, LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCEL:

BEING A PART OF TRACT H-5 AS MARKED (NOT INCLUDED) ON THE PLAT OF TENTH SECTION, PALM BEACH LEISUREVILLE, RECORDED IN PLAT BOOK 30, PAGE 130, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT H-5, PLAT OF TENTH SECTION, PALM BEACH LEISUREVILLE. AS RECORDED IN PLAT BOOK 30, PAGE 130, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE N 01°02'40"W. ALONG THE EAST LINE OF SAID TRACT H-5, A DISTANCE OF 7.00 FEET; THENCE S 88°00'52"W, ALONG A LINE 60.0 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTHWEST 15TH AVENUE, AS SHOWN IN SAID PLAT BOOK 30, PAGE 130, A DISTANCE OF 184.03 FEET, TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 184 FEET OF SAID TRACT H-5; THENCE CONTINUE S 88°00'52"W. A DISTANCE OF 16 FEET, TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 200 FEET OF SAID TRACT H-5; THENCE S 01°02'40"E. ALONG SAID WEST LINE A DISTANCE OF 7.00 FEET; THENCE N 88°00'32"E, ALONG A LINE OF 53.0 FEET NORTH OF AND PARALLEL WITH THE SAID CENTERLINE OF SOUTHWEST 15TH AVENUE, A DISTANCE OF 16 FEET; THENCE N 01°02'40"W. A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 CONTAINING 44,626 SQUARE FEET/1.0245 ACRES MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOYNTON, PALM BEACH COUNTY, FLORIDA.

144
145 PARCELS 1 AND 2 CONTAINING A TOTAL OF 93,302 SQUARE FEET/2.1419 ACRES MORE
146 OR LESS.
147

148 Section 3. That the aforesaid Revised Zoning Map of the City shall be amended
149 accordingly.

150 Section 4. All ordinances or parts of ordinances in conflict herewith are hereby
151 repealed.

152 Section 5. Should any section or provision of this Ordinance or any portion thereof
153 be declared by a court of competent jurisdiction to be invalid, such decision shall not affect
154 the remainder of this Ordinance.

155 Section 6. This ordinance shall become effective immediately upon passage.

156 FIRST READING this _____ day of _____, 2018.

157 SECOND, FINAL READING and PASSAGE this _____ day of _____, 2018.

158	CITY OF BOYNTON BEACH, FLORIDA	YES	NO
159			
160			
161	Mayor – Steven B. Grant	_____	_____
162			
163	Vice Mayor – Christina L. Romelus	_____	_____
164			
165	Commissioner – Mack McCray	_____	_____
166			
167	Commissioner – Justin Katz	_____	_____
168			
169	Commissioner – Joe Casello	_____	_____
170			
171			
172			
173			
174			
175			
176			
177			
178			
179			

ATTEST:

Judith A. Pyle, CMC
City Clerk

(City Seal)

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 18-023
STAFF REPORT**

TO: Chair and Members
Planning and Development Board

THRU: Michael Rumpf
Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: March 16, 2018

PROJECT: Wawa
LUAR 18-001

REQUEST: Approve the Wawa Future Land Use Map Amendment from Office Commercial (OC) to Local Retail Commercial (LRC) and rezoning from C-1 Office Professional to C-3, Community Commercial.

PROJECT DESCRIPTION

Applicant: Brightwork Acquisitions, LLC

Property Owner: Boynton Heart Institute, LLC / PNC Bank, NA

Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP

Location: 2505 W. Woolbright Road and adjacent property to the east (Exhibit "A")

Existing Land Use/
Zoning: Office Commercial (OC) / C-1 Office Professional

Proposed Land Use/
Zoning: Local Retail Commercial (LRC) / C-3 Community Commercial

Acreage: 2.14 acres

Adjacent Uses:

- North: Right-of-way of Canal L-26, Lake Worth Drainage District; farther north, developed single-family homes of Palm Beach Leisureville, classified Low Density Residential (LDR) and zoned R-1AA, Single-Family Residential;
- South: Right of way of Woolbright Road; further south, developed commercial properties, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial (Marathon gas station, McDonald's restaurant and Sun First National Bank) and PCD, Planned Commercial Development (Boynton Shoppes);
- East: Developed office property (medical offices), classified Office Commercial (OC) and zoned C-1, Office Professional; and
- West: Right-of-way of South Congress Avenue; farther west, developed commercial property (Mobil gas station and 7-Eleven store), classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial.

BACKGROUND

The 2.14-acre subject property consist of two parcels, one currently vacant and one developed with a single story, presently unoccupied office building, formerly housing a branch of the PNC Bank which was merged with another facility nearby.

The applicant proposes future land use (FLU) amendment and rezoning to redevelop the property with a 6,119 square foot Wawa store and gas station. The request for the major site plan modification is being processed concurrently, as are the staff-initiated applications for three amendments to the Land Development Regulations (LDRs) regarding the maximum number of gasoline stations at an intersection, minimum parcel frontage, and the minimum separation required between a driveway and property line.

REVIEW BASED ON CRITERIA

The following criteria used to review Comprehensive Plan Map amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3:

- a. 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.***

The property subject to the proposed Future Land Use (FLU) amendment and rezoning is located on the north east corner of the intersection of two busy arterials, Congress Avenue (a Principal Arterial) and Woolbright Road (a Minor Arterial). This intersection is less than a mile away from the City's main commercial hub of the Congress Avenue

corridor and the tentative boundary of the future Congress Avenue District, the target area of the next redevelopment planning effort. Population there has been growing in recent years, attracting more commercial uses to the District and its vicinity. The incoming redevelopment plan will work to maximize the area's opportunities to their greatest economic potential. The planned growth of the District will also impact the Congress Avenue/Woolbright Road intersection, which in turn may redevelop into a secondary commercial activity node, serving residents of the surrounding residential neighborhoods who may prefer to avoid traffic and crowds further north. The proposed rezoning would allow intensification of the commercial development on the subject property in support of such a node.

Note that a somewhat similar thinking underlies the recommendations of the CRA Plan for the intersection of Woolbright Road and Federal Highway. The Plan supports intensification of redevelopment on that intersection, identifying it as an activity node secondary to the highest density and intensity in the Downtown district.

The subject FLU amendment and rezoning is also corroborated by market trends, which demonstrate more support for retail than for office development in the City. Boynton Beach does not have class "A" office space, and the vacancy rates for classes "B" and "C" have been high in recent years. According to the the Cushman and Wakefield 4th quarter 2017 report, the overall office vacancy rate in the Boynton market was 25.6%, the highest among the Palm Beach county municipalities (it was 12.9% countywide).

Note that the proposed amendment/rezoning supports retail while leaving the option for office uses open.

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.

The proposed FLU amendment and rezoning are consistent with the general intent of the policies of the Comprehensive Plan's Future Land Use Element, which recognize and support commercial uses as goods/services providers and job generators, including, for example:

Policy 1.17.1 The City shall continue to review the Land Development Regulations to improve approval processes and to remove unnecessary hurdles hindering industrial and commercial uses that create jobs, contribute to the tax base, and accommodate market trends.; and

Policy 1.17.6 The City shall continue to apply Economic Development Benefits review criteria to all rezoning and Future Land Use Map amendment requests to limit the conversion of industrial and commercial land to other uses.

In addition, the proposed future land use amendment and rezoning supports “Strong Local Economy,” one of the objectives of the City’s Strategic Plan.

Consistency with Land Development Regulations (LDR)

N/A. A master plan/site plan application involving a rezoning to a conventional zoning district is not—as is the case with a planned zoning district—an intrinsic component of the rezoning application and therefore it is not required to accompany the latter. Moreover, if the two applications are submitted concurrently, the site plan’s consistency with the LDRs is not a criterion to be considered as part of the rezoning; rather, the master plan/site plan submittal is reviewed on its own merits.

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.*

The land use pattern in adjacent and nearby areas is eclectic: it incorporates commercial uses of office and retail as well as single-family, townhome and condominium residential uses. The FLU and zoning patterns reflect this diversity.

The proposed FLU category and zoning district will bring the north east corner of the Congress Avenue/Woolbright Road intersection to consistency with the FLU classification and zoning designation of the three remaining corners where Local Retail Commercial (LRC) land use and C-3 zoning prevail. The development intensity of LRC future land use and C-3 zoning aligns with the high traffic volumes carried by urban principal arterials such as Congress Avenue.

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 amendment/rezoning supports the integration of the land uses consistent with the smart growth and sustainability initiatives since it provides uses complementary to the existing ones.

Further, the retail-supportive zoning would provide the residents of the surrounding communities with another close by option for convenience shopping, particularly since the nearest large grocery store is nearly a mile away.

- 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. Traffic impact study has been completed; no issues pertaining to the Palm Beach County's Traffic Performance Standards (TPS) were identified.

- 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.

See responses to criteria "a" and "c." The FLU amendment and rezoning would not negatively affect property values in the surrounding area and, given the diversity of the local land use pattern, would be reasonably compatible with the current and future use of adjacent and nearby properties. The subject property is separated from the single-family Palm Beach Leisureville on its north side by a physical barrier of L-26 Canal; in addition to the canal's 81-foot right-of-way, the required 12-foot buffer with a (minimum) six (6) foot wall landscaped on both sides would provide adequate separation between the residential community and the commercial uses permitted by the proposed C-3 zoning district.

As stated in the response to criterion "a," the amendments are related to the needs of the neighborhood and would support the secondary commercial activity center on the Congress Avenue corridor. Since the corridor is of primary importance to the City's economic development, the amendments, although at a small scale, are also related to the needs of the City as a whole.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

- (1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and*
- (2) Represent a potential decrease in the number of uses with high probable economic development benefits.*

The answer to both questions is “no.” The proposed amendment would represent the increase in both possible intensity of development and in number and type of commercial uses with “high probable economic development benefits.”

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 rezoning does not reduce the amount of land available for commercial/industrial development. It keeps and further intensifies the potential retail/office redevelopment of the site.

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.*

There are 3 (three) vacant parcels within the city carrying the C-3 zoning AND close in size to the property under consideration. These may not be currently on the market and/or their location may not be suitable for a use proposed by the developer. As discussed previously in this report, the proposed amendment/rezoning is more consistent with the C-3 zoning of lands surrounding the intersection of Congress Avenue and Woolbright Road.

- 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.

Section 2.D.1.e of the LDRs refers to “Rezoning to Planned Zoning Districts”: the proposed rezoning involves a conventional district C-3. See comments to criterion “b” (Consistency with Land Development Regulations).

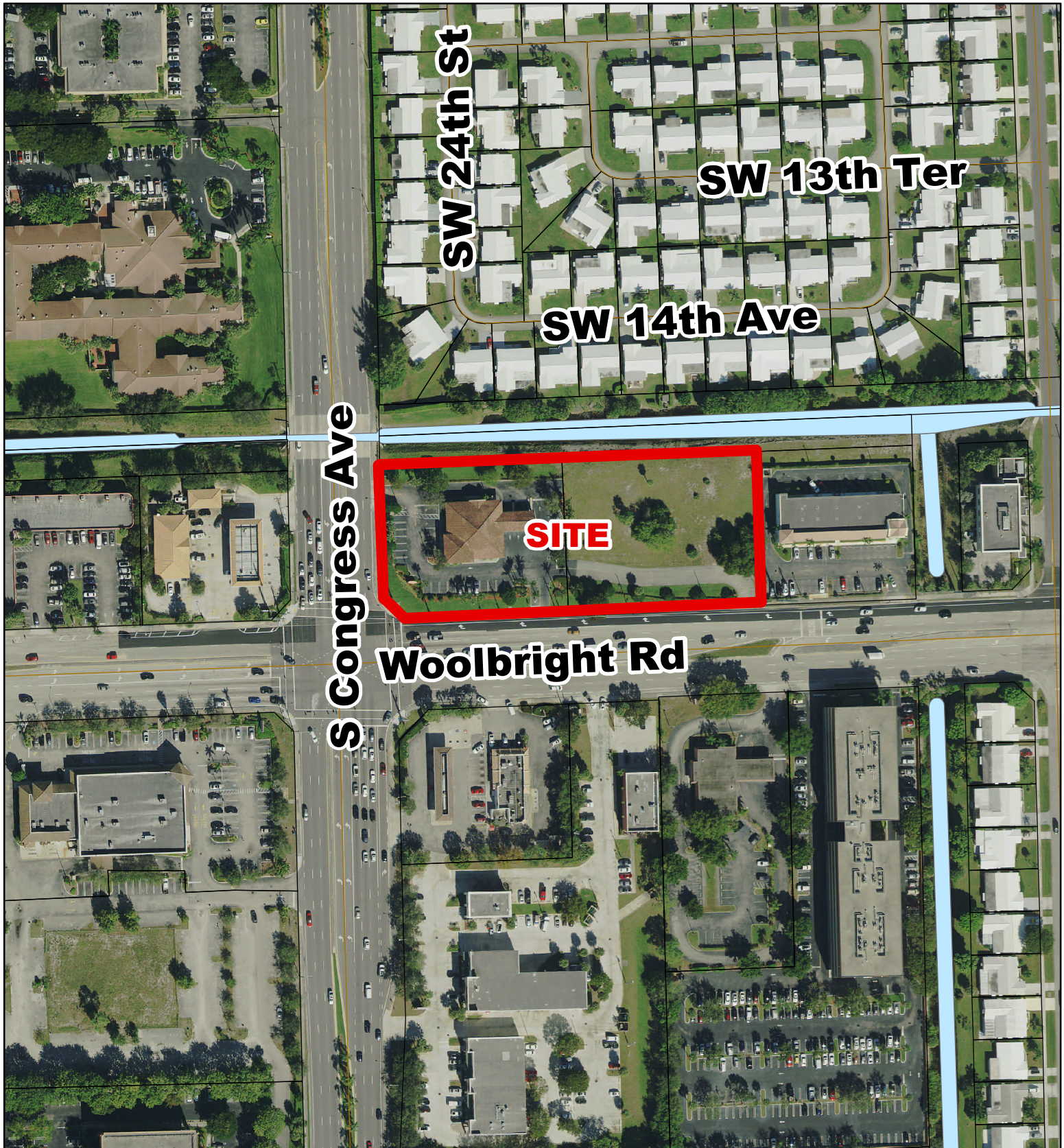
For the site plan review, see the corresponding staff report.

CONCLUSION/RECOMMENDATION

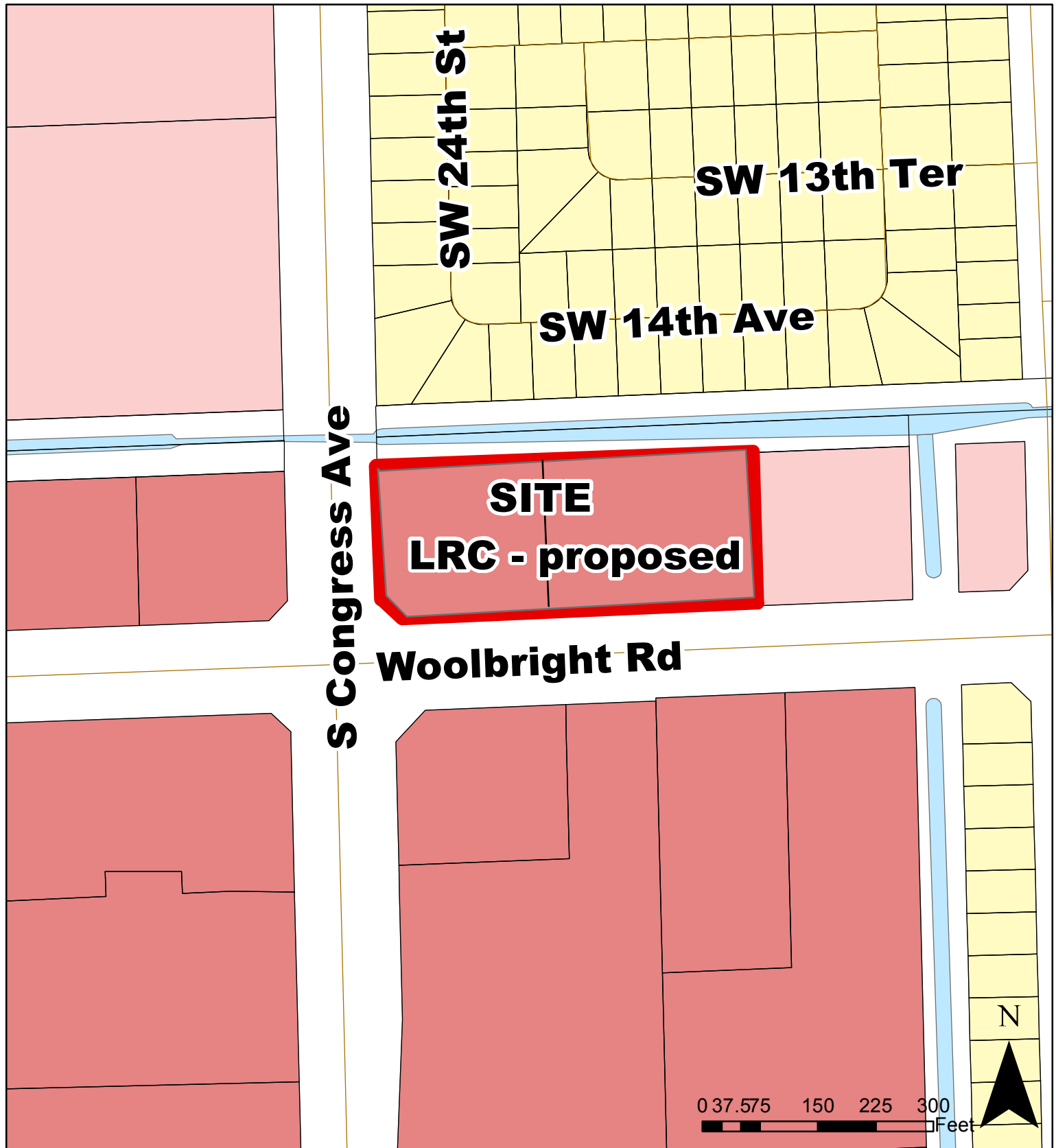
As indicated herein, staff has reviewed the proposed FLU amendment and rezoning and determined that it meets the review criteria for the subject applications. Therefore, staff recommends approvals of the subject requests.

S:\Planning\SHARED\WP\PROJECTS\Wawa Gas Station\LUAR 18-001\LUAR 18-001 Wawa Staff Report.docx

SITE LOCATION MAP

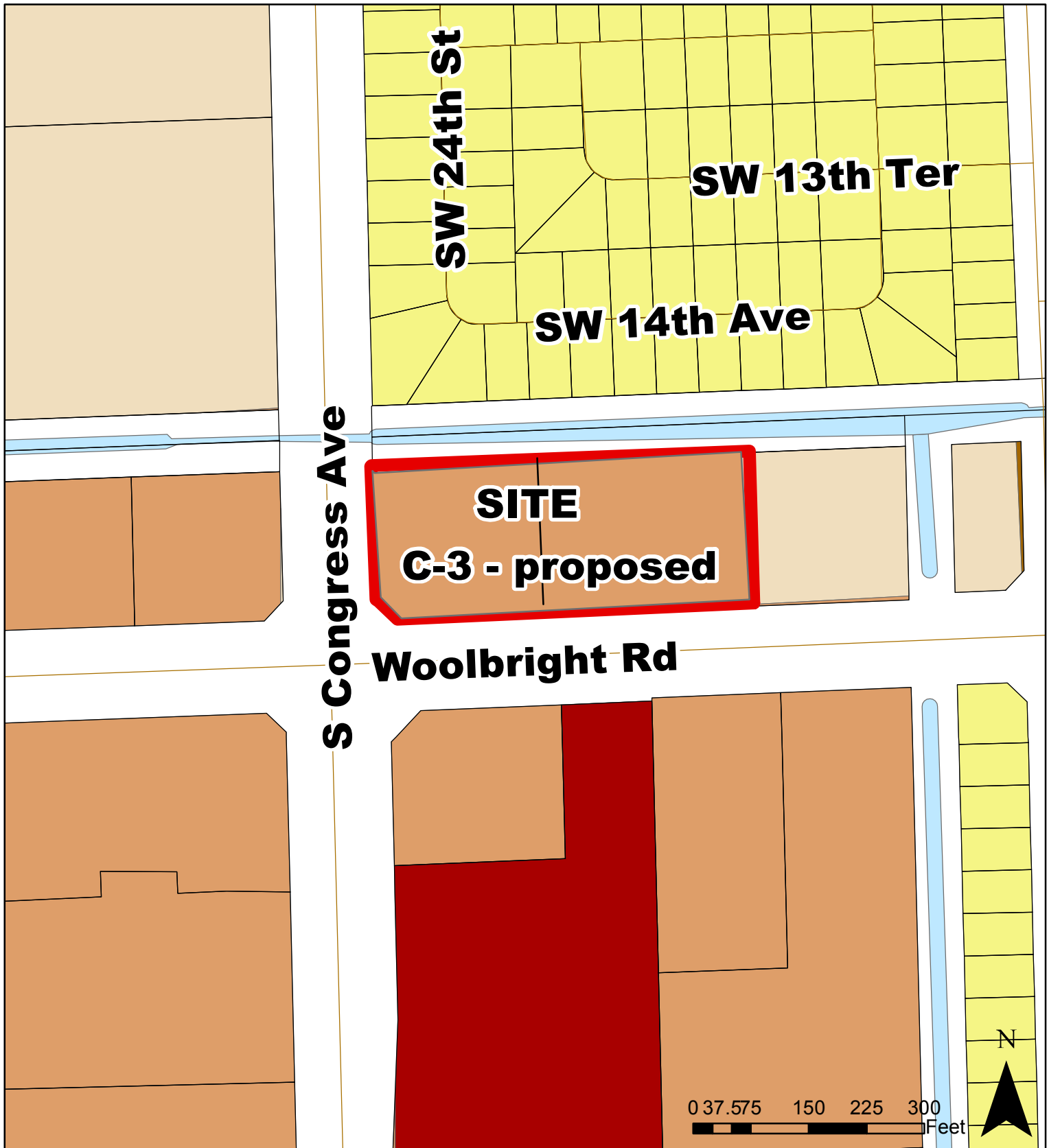


WAWA: PROPOSED FLU (LUAR 18-001)



Legend	
	LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
	OFFICE COMMERCIAL (OC)
	LOCAL RETAIL COMMERCIAL (LRC)

WAWA: PROPOSED ZONING (LUAR 18-001)



Legend

	R1AA Single Family, 5.5 du/ac		C3 Community Commercial
	C1 Office Professional		PCD Planned Commercial Development



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approve Dog Activity World Group Conditional Use request (COUS 18-002) for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in the Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district. Applicant: Hannah Wickins.

EXPLANATION OF REQUEST: Hannah Wickins, representing Dog Activity World Group - FL, LLC, is seeking conditional use approval for a proposed pet daycare business focusing on exercise, activities and training, with indoor boarding, and leased space for veterinary services and pet grooming, within an existing 20,000 square foot tenant space at the Shoppes of Woolbright.

The Shoppes of Woolbright Planned Commercial Development shopping center encompasses approximately 32 acres at Woolbright Road and SW 8th Street, and includes Home Depot, Staples, Burger King, RaceTrac and Cracker Barrel, among several other tenants. The shopping center is part of the Woolbright Place development, which also includes the Planned Unit Development parcels immediately to the north, consisting of several residential developments, including The Vinings, Crystal Key and Aventine. The particular tenant space under consideration was previously occupied by The Picture Factory and then Bravo Supermarket.

The applicant indicates the store will have a positive economic benefit to the surrounding areas and the City as a whole through job creation and an active business in the space. The applicant goes on further to indicate they would like to provide discounts for surrounding employees to bring their dogs to their location during the day when they go to work, allowing them to visit their pets during the work day. The operator intends to hire seven (7) full-time employees immediately, with potential growth up to 10-12 full-time employees.

Staff has reviewed the request and recommends approval. The Planning & Development Board reviewed the request at their May 22, 2018 meeting and also recommends approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

N/A

FISCAL IMPACT: Fees associated with permits for tenant build-out and certificate of use.

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Location Map
<input type="checkbox"/> Drawings	Survey
<input type="checkbox"/> Drawings	Floor Plan 1
<input type="checkbox"/> Drawings	Floor Plan 2
<input type="checkbox"/> Letter	Business Information
<input type="checkbox"/> Letter	Applicant Justification
<input type="checkbox"/> Conditions of Approval	Conditions of Approval
<input type="checkbox"/> Development Order	Development Order

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 18-031**

STAFF REPORT

TO: Chair and Members
Planning and Development Board and City Commission

THROUGH: Michael Rumpf
Planning and Zoning Director

FROM: Ed Breese
Principal Planner

DATE: May 1, 2018

PROJECT NAME/NO: Dog Activity World Group (D.A.W.G.) / COUS 18-002

REQUESTS: Approve request of Conditional Use application for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district. Applicant: Hannah Wickins.

PROJECT DESCRIPTION

Property Owner: Ocean Properties 777, LLC

Applicant: Hannah Wickins, Dog Activity World Group - FL, LLC

Agent: Hannah Wickins, Dog Activity World Group - FL, LLC

Location: 1510 SW 8th Street, located in Shoppes of Woolbright, at the northeast corner of Woolbright Road and SW 8th Street (see Exhibit "A" – Location Map)

Existing Land Use: Local Retail Commercial (LRC)
Existing Zoning: Planned Commercial Development (PCD)

Proposed Land Use: no change proposed
Proposed Zoning: no change proposed

Proposed Use: Pet Care (Boarding and Daycare) in an existing 20,000 square foot tenant space

Acreage: 2.036 acres (tenant site)

Adjacent Uses:

North: Vacant retail building (former Home Depot Expo) within the PCD (Planned Commercial Development) zoning district, then farther north right-of-way of Morton Way;

- South:** Existing retail building (Home Depot) within the PCD (Planned Commercial Development) zoning district, then farther south right-of-way of Woolbright Road;
- East:** Right-of-way of the CSX Railroad, then farther east right-of-way of Interstate 95; and
- West:** Other retail bays and commercial buildings within the Shoppes of Woolbright shopping center, in the PCD (Planned Commercial Development) zoning district, then right-of-way of SW 8th Street.

PROPOSAL

Hannah Wickins, representing Dog Activity World Group - FL, LLC, is seeking conditional use approval for a proposed pet daycare business focusing on exercise, activities and training, with indoor boarding, and leased space for veterinary services and pet grooming, within an existing 20,000 square foot tenant space at Shoppes of Woolbright. Per Chapter 3, Article IV, Section 3.D. (Use Matrix) of the Land Development Regulations (LDR), Pet Care (Grooming) is a permitted use in the PCD zoning district, as is Pet Care (Veterinary), and Pet Care (Boarding and Daycare) is allowed as a conditional use. A conditional use is defined in the LDR as a use that because of special requirements or characteristics may be allowed in a particular zoning district, but only with conditions as necessary to make the use compatible with other uses permitted in the same zone or vicinity. No external kenneling is allowed, either as a principal or accessory use in the PCD zoning district.

BACKGROUND

The Shoppes of Woolbright Planned Commercial Development shopping center encompasses approximately 32 acres at Woolbright Road and SW 8th Street, and includes Home Depot, Staples, Burger King, RaceTrac and Cracker Barrel, among several other tenants. The shopping center is part of the Woolbright Place development, which also includes the Planned Unit Development parcels immediately to the north, consisting of several residential developments, including The Vinings, Crystal Key and Aventine. The particular tenant space under consideration was previously occupied by The Picture Factory and then Bravo Supermarket.

STANDARDS FOR EVALUATING CONDITIONAL USES AND ANALYSIS

Chapter 3, Article IV, Section 4 of the Land Development Regulations contains the following standards to which conditional uses are required to conform. The applicant has submitted a Justification Statement that addresses each of the conditional use standards (see Exhibit “C” – Justification Statement). Following each of these standards below is the Planning and Zoning Division’s evaluation of the application as it pertains to the conditional use standards.

Per the LDR, the Planning and Development Board and City Commission shall consider only such conditional uses as are authorized under the terms of the zoning regulations and, in connection therewith, may grant conditional uses absolutely or conditioned upon the faithful adherence to the review criteria below, or deny conditional uses when not in harmony with the stated purpose and intent of ensuring compliance, public purpose, and compatibility. In evaluating an application for conditional use approval, the Board and Commission shall consider the effect of the proposed use on the general health, safety and welfare of the community and make written findings certifying that satisfactory

provisions have been made concerning the following standards, where applicable:

1. *Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

This application proposes no revisions to the existing vehicular circulation patterns and approved ingress and egress locations for the site. The site currently has six (6) points of vehicular ingress/egress for the shopping center, four (4) along the east side of SW 8th Street and two (2) along Morton Way. Additionally, there is internal cross-access from all of the buildings within the shopping center. No new traffic patterns will result from the proposed use and existing pedestrian circulation will remain the same. Customers for the proposed pet care facility would drop off their pets and pick them up utilizing the parking spaces immediately west of the tenant bay. The operator is considering some type of drop off immediately in front of the building. Should that be proposed, the concept would be presented to staff for evaluation and feasibility. The site provides adequate access and circulation for the general public, service deliveries, and emergency personnel and apparatus. The existing loading area in the rear (east side) is proposed to be converted to a fenced outdoor pet relief area, complete with synthetic turf for ease of cleanup. This fenced area will not affect traffic or pedestrian flow, or deliveries to adjacent tenants. The five (5) existing building ingress/egress points will be maintained for the new tenant, in order to insure safe means of egress from the structure for the animals, employees and customers in emergency situations.

2. *Off-street parking and loading areas where required, with particular attention to the items in subsection above, and the economic, glare, noise, and odor effects the conditional use will have on adjacent and nearby properties, and the city as a whole.*

There will be no change to the off-street parking with the requested conditional use. As mentioned above, the existing loading area at the rear of the building is proposed to be converted into a fenced outdoor pet relief area along the east façade of the building, as the proposed use as a dog daycare and boarding facility does not require the loading dock operation. The fence will be six (6) feet in height and screened to prevent a view in or out. The operator indicates that they would intend to take no more than 5 to 7 dogs out at one time to relieve themselves, and that the space is not intended as an outdoor run or play area, as those activities occur within the building. So, according to the operator, no dogs will be left unattended outside, they will be out only briefly, and any dog waste will be removed and disposed of immediately.

Further, the proposed conditional use will not create additional parking demand within the shopping center, and the provided parking and vehicular circulation conditions are adequate for the proposed use. The shopping center is required one (1) parking space per 200 square feet of gross floor area, and Pet Care requires less parking at one (1) parking space per 300 square feet.

The proposed tenant will not generate additional demand for loading or deliveries above and beyond the other tenants within the plaza, nor generate objectionable glare, noise or odors. An off-site waste removal system is proposed for all pet waste. Waste will be manually picked up and stored in an airtight odor-free container for off-site removal and disposal. For clean-up the tenant will use an organic and highly safe odor removal cleaning solution designed specifically for pets.

3. *Refuse and service areas, with particular reference to the items in subsection 1 and 2 above.*

No changes are proposed to the current refuse or service area. The proposed use will not generate any industrial, manufacturing, special or hazardous waste, or airborne pollutants. As noted above, all animal solid waste will be collected and stored in an airtight odor-free storage container, then disposed of in a weekly or semi-weekly basis by a service. Therefore, the proposed use will not negatively impact the health, safety, or welfare of the surrounding properties.

4. *Utilities, with reference to locations, availability, and compatibility.*

Consistent with Comprehensive Plan policies and city regulations, all utilities, including potable water and sanitary sewer, are available to the site and for use by all of the tenants. As a tenant within the shopping center, the proposed use will not represent an increase in demand for City utilities. No changes are proposed to the existing utilities.

5. *Screening, buffering and landscaping with reference to type, dimensions, and character.*

The existing landscaping for the shopping center and developed outparcels provide adequate screening and buffering of the proposed use.

6. *Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.*

The existing lighting is compatible with surrounding commercial and residential properties and the proposed signage will be required to be in harmony with the existing shopping center master sign program design requirements of the Shoppes of Woolbright PCD. No new lighting is proposed with this request.

7. *Required setbacks and other open spaces.*

All setback and open space requirements were met with the approved site plan for the shopping center. The proposed conditional use will not impact the setbacks or increase building square footage.

8. *General compatibility with adjacent properties, and other property in the zoning district.*

Surrounding properties at this commercial node are similarly zoned and contain a mixture of commercial and multi-residential uses. The applicant believes the addition of the proposed pet daycare will be an asset to the surrounding properties by providing new, different and needed pet services to the public, as well as complement the current uses of the shopping center. No exterior building modifications are proposed, thus keeping the aesthetics of the shopping center intact and maintaining compatibility with adjacent properties. The proposed fence will be at the rear of the property, not visible to other than service and delivery functions.

9. *Height of building and structures, with reference to compatibility and harmony to adjacent and nearby properties, and the city as a whole.*

The building height will not be altered and the shopping center will be maintained as a one-story structure which would not adversely impact the surrounding community. The heights of all buildings

on site are in accordance with the approved site plan and are compatible with other commercial and residential properties in the vicinity.

10. *Economic effects on adjacent and nearby properties, and the city as a whole.*

The applicant indicates the store will have a positive economic benefit to the surrounding areas and the City as a whole through job creation and an active business in the space. The applicant goes on further to indicate they would like to provide discounts for surrounding employees to bring their dogs to their location during the day when they go to work, and stop back by anytime during the day to check on their pet. The operator intends to hire seven (7) full-time employees immediately, with potential growth up to 10-12 full-time employees.

11. *Where applicable, the proposed use furthers the purpose and intent of a corresponding mixed use zoning district or redevelopment plan.*

The proposed pet daycare would be one of several tenants within the existing Shoppes of Woolbright shopping center. The shopping center is located in the Planned Commercial Development (PCD) zoning district. The purpose of the PCD district is to encourage the development of appropriate intensive retail commercial facilities providing a wide range of goods and services. The applicant believes they will bring new people to the shopping center who will also patronize the other businesses.

12. *Compliance with and abatement of nuisances and hazards in accordance with the operational performance standards as indicated in Chapter 3, Article IV, Section 1 of the Land Development Regulations, and the Noise Control Ordinance, and City Code of Ordinances Part II, Chapter 15, Section 15-8.*

The proposed use would conform to the operational performance standards of the City's code and shall be constructed, maintained, and operated so as not to be a nuisance or hazard to persons, animals, vegetation or property located on adjacent or nearby properties or rights-of-way; or to interfere with the reasonable use or enjoyment of adjacent or nearby property by reason of noise, vibration, smoke, dust or other particulate matter; toxic or noxious matter; odors, glare, heat or humidity; radiation, electromagnetic interference, fire or explosion hazard, liquid waste discharge, or solid waste accumulation as outlined in Chapter 3, Article IV, Section 1 of the LDR. No adverse impacts specifically related to sound quality are expected, and the property would remain in compliance with all applicable noise control ordinances.

13. *Required sound study and analysis. All conditional use applications for bars, nightclubs and similar establishments shall include the following analysis performed by a certified acoustic engineer.*

Based upon the proposed use, this application is not subject to the sound analysis requirements.

RECOMMENDATION

Based on the details contained in the above evaluation and analysis, and compliance with all applicable development regulations, staff recommends APPROVAL of this request, subject to conditions contained within Exhibit "D" – Conditions of Approval. The expiration of the conditional use shall be 18

months, unless applicable building permits and/or certificate of use are issued or an extension request is filed prior to the expiration.

S:\Planning\SHARED\WP\PROJECTS\Dog Activity World Group\COUS 18-002\Staff Report.doc

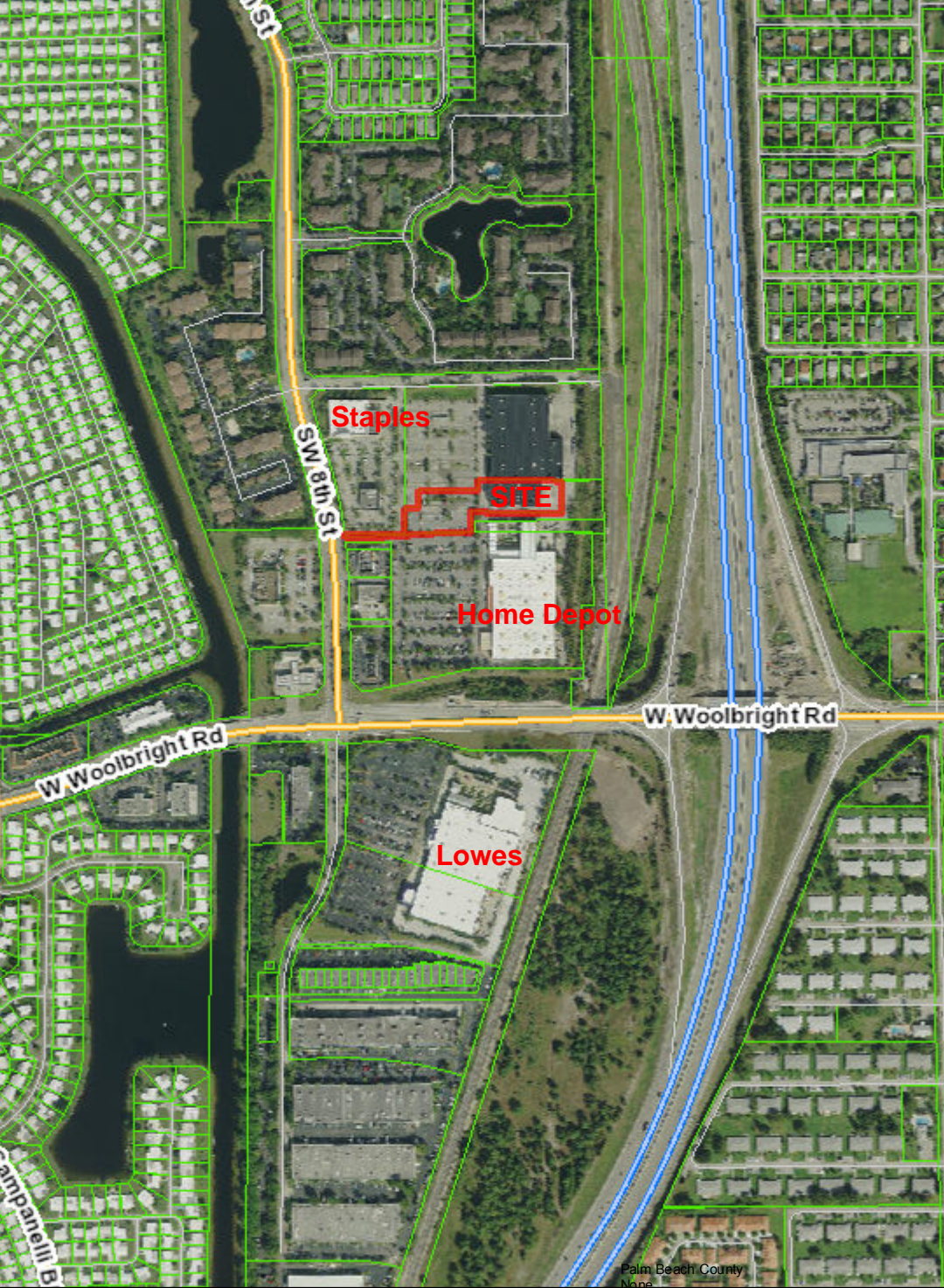
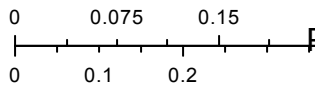
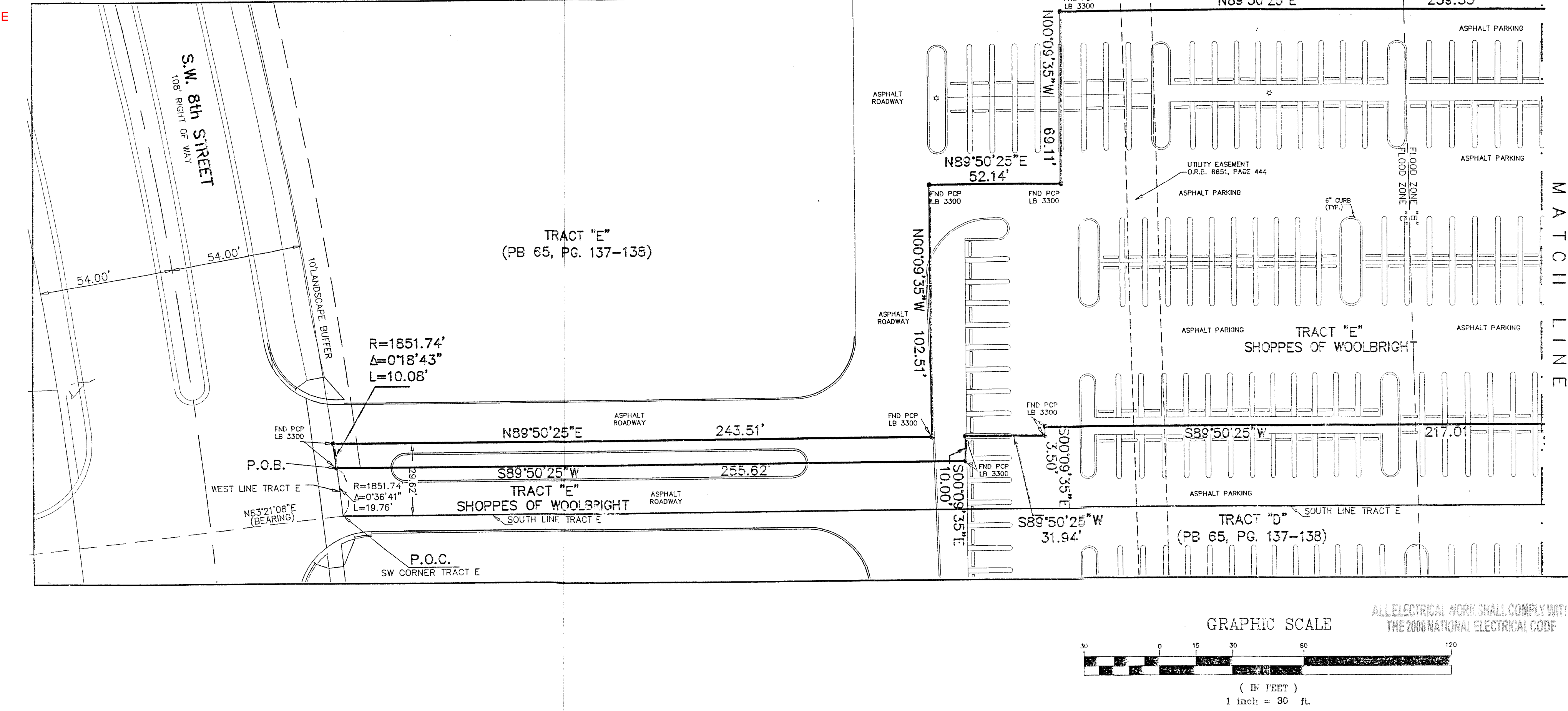


EXHIBIT "A" - Location Map

1:9,028



E



ELECTRIC INSPECTIONS REQUIRED:

☐ UNDERGROUND

☐ STEEL BONDING

☐ TEMPORARY

☐ GROUND

☒ FINAL

Permit No. 11-0058

Surveyor: [Signature]

Check: [Signature]

Flashing: [Signature]

Mechanical: [Signature]

P&T: [Signature]

End: [Signature]

Notes: [Signature]

Photo: [Signature]

Photocopy: [Signature]

SUBJECT TO:

- PLAT BOOK 65, PAGE 137
- OFFICIAL RECORDS BOOK 5591, PAGE 830
- OFFICIAL RECORDS BOOK 6378, PAGE 1953
- OFFICIAL RECORDS BOOK 7850, PAGE 1577
- OFFICIAL RECORDS BOOK 6378, PAGE 1975
- OFFICIAL RECORDS BOOK 6378, PAGE 1989
- OFFICIAL RECORDS BOOK 7850, PAGE 1574
- OFFICIAL RECORDS BOOK 6416, PAGE 987
- OFFICIAL RECORDS BOOK 6651, PAGE 444
- OFFICIAL RECORDS BOOK 8117, PAGE 922
- OFFICIAL RECORDS BOOK 9302, PAGE 576
- OFFICIAL RECORDS BOOK 9625, PAGE 979
- DEED BOOK 814, PAGE 49
- OFFICIAL RECORDS BOOK 9836, PAGE 1783
- OFFICIAL RECORDS BOOK 10289, PAGE 1891
- OFFICIAL RECORDS BOOK 10320, PAGE 1594
- OFFICIAL RECORDS BOOK 10320, PAGE 1609
- OFFICIAL RECORDS BOOK 11377, PAGE 1328
- OFFICIAL RECORDS BOOK 11707, PAGE 361

(AFFECTS, AS SHOWN ON SURVEY)

(AFFECTS, NOT PLOTTABLE)

(DOES NOT AFFECT)

(AFFECTS, NOT PLOTTABLE)

(DOES NOT AFFECT)

(DOES NOT AFFECT)

(AFFECTS, NOT PLOTTABLE)

(AFFECTS, AS SHOWN ON SURVEY)

(DOES NOT AFFECT)

(DOES NOT AFFECT)

(DOES NOT AFFECT)

(DOES NOT AFFECT)

(DOES NOT AFFECT)

(AFFECTS, AS SHOWN ON SURVEY)

(AFFECTS, AS SHOWN ON SURVEY)

(AFFECTS, AS SHOWN ON SURVEY)

NOTES:

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NO.: 0710606, DATED: NOVEMBER 20, 2006 AT 8:00 am.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE RECORD PLAT BASED ON THE SOUTH LINE OF TRACT "E" BEARING S 89° 50' 25" W.
- THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
- UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
- FLOOD ZONE: "B" & "C"; COMMUNITY PANEL NO. 120196 0003 C; DATE: SEPTEMBER 30, 1982.
- PROPERTY ADDRESS: 1510 S.W. 8TH STREET, BOYNTON BEACH, FLORIDA 33426.

DESCRIPTION:

A PORTION OF TRACT "E", "SHOPPES OF WOOLBRIGHT P.C.D. PART OF WOOLBRIGHT PLACE P.U.D.", BEING A REPLAT OF A PORTION OF "LAKE BOYNTON ESTATES PLAT 3", SITUATE IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 65, PAGES 137 AND 138, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "E" BEING ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST (RADIAL LINE TO SAID POINT BEARS N 83° 21' 08" E); THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID TRACT "E" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1851.74 FEET, A CENTRAL ANGLE OF 00° 36' 41" AND AN ARC DISTANCE OF 19.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1851.74 FEET, A CENTRAL ANGLE OF 00° 18' 43" AND AN ARC DISTANCE OF 10.08 FEET TO A POINT ON A LINE 29.62 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT "E"; THENCE N 89° 50' 25" E, ALONG SAID PARALLEL LINE 243.51 FEET; THENCE N 00° 09' 35" W, 102.51 FEET; THENCE N 89° 50' 25" E, 52.14 FEET; THENCE N 00° 09' 35" W, 69.11 FEET; THENCE N 89° 50' 25" E, 239.55 FEET; THENCE N 00° 09' 35" W, 41.17 FEET; THENCE N 89° 50' 25" E, 301.75 FEET; THENCE S 00° 09' 35" E, 5.00 FEET; THENCE N 89° 50' 25" E, 36.00 FEET; S 00° 09' 35" E, 125.24 FEET; THENCE S 89° 50' 25" W, 302.71 FEET; THENCE N 00° 09' 35" W, 8.50 FEET; THENCE S 89° 50' 25" W, 61.25 FEET; THENCE S 00° 09' 35" E, 40.00 FEET; THENCE S 89° 50' 25" W, 3.15 FEET; THENCE S 00° 09' 35" E, 47.55 FEET; THENCE S 89° 50' 25" W, 217.01 FEET; THENCE S 00° 09' 35" E, 3.50 FEET; THENCE S 89° 50' 25" W, 31.94 FEET; THENCE S 00° 09' 35" E, 10.00 FEET; THENCE S 89° 50' 25" W, 255.62 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 89,220 SQUARE FEET / 2.048 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE:

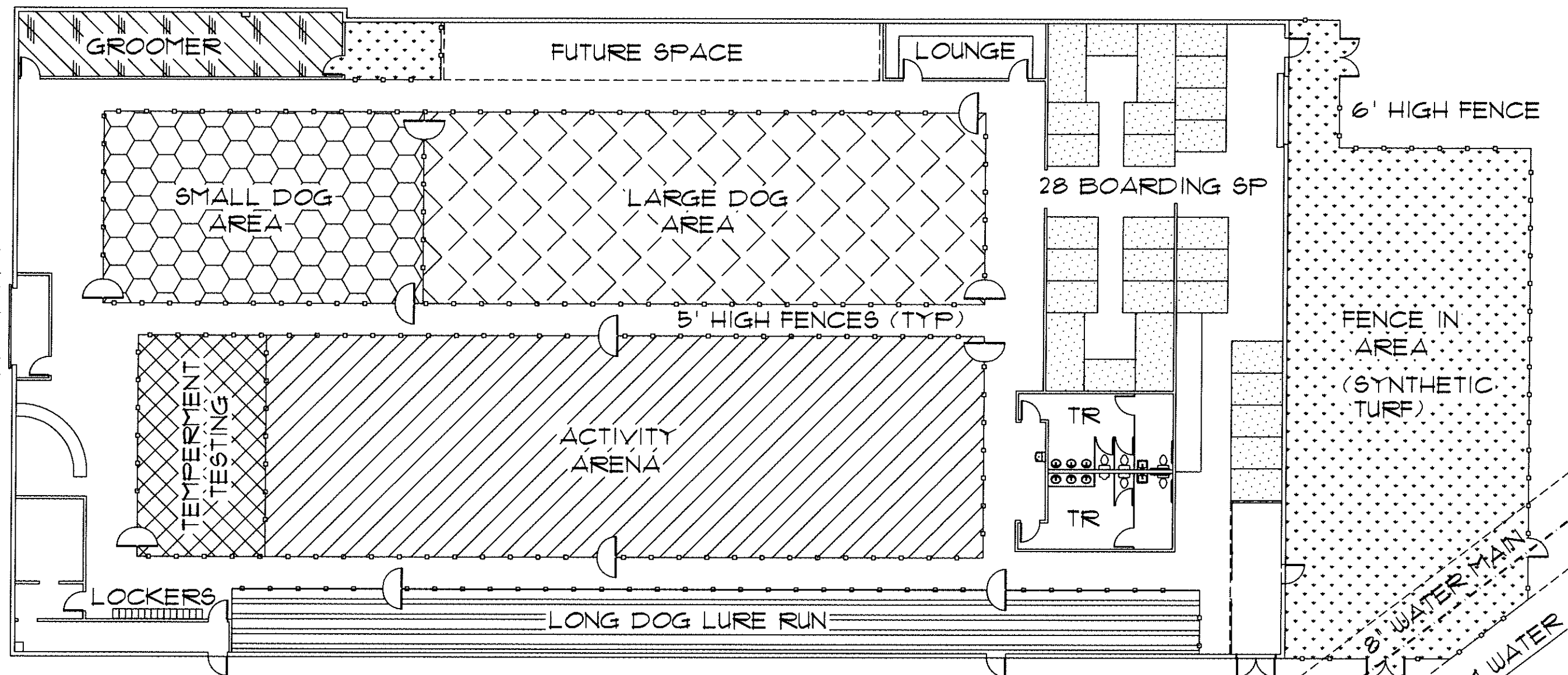
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7, 8, 9, 10 AND 11A OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, ACSM AND NSPS, AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

CERTIFIED TO:
OCEAN PROPERTIES 777, A FLORIDA LIMITED LIABILITY COMPANY;
FIRST AMERICAN TITLE INSURANCE COMPANY;
SEACREST TITLE COMPANY.

JEFFREY R. WAGNER, P.L.S.
REG. LAND SURVEYOR #5302
STATE OF FLORIDA - LB #3591

ALTA/ACSM LAND TITLE SURVEY

FRONT ENTRY
SALLY PORT



FLOOR PLAN

1/8" = 1'-0"

DBL ACTION 3' WIDE SWING GATE - PASSAGE HARDWARE

OCCUPANCY CLASSIFICATION: BUSINESS

CONSTRUCTION TYPE: II

EXISTING SF = 20,000 SF - ALLOWED 93,000 SF

UNPROTECTED BUT SPRINKLERED

OCCUPANCY LOAD: 20,000/100 = 200 PEOPLE

FenceScreen Green Privacy Fence Screen Forest Green Chain-Link Fence Privacy Screen

KCA Design Group, Inc.
Architecture, Design, & Planning Organization - Lic. No. AA0003330
Keith D. Chambers, R.A.
President - AR 13376
Telephone (561) 361-0577 - Fax (561) 999-0007
E-mail: Keith@kcaesigngroup.com - Cell: (561) 289-2015
4800 N Federal Highway - Suite 205B - Boca Raton, FL 33431

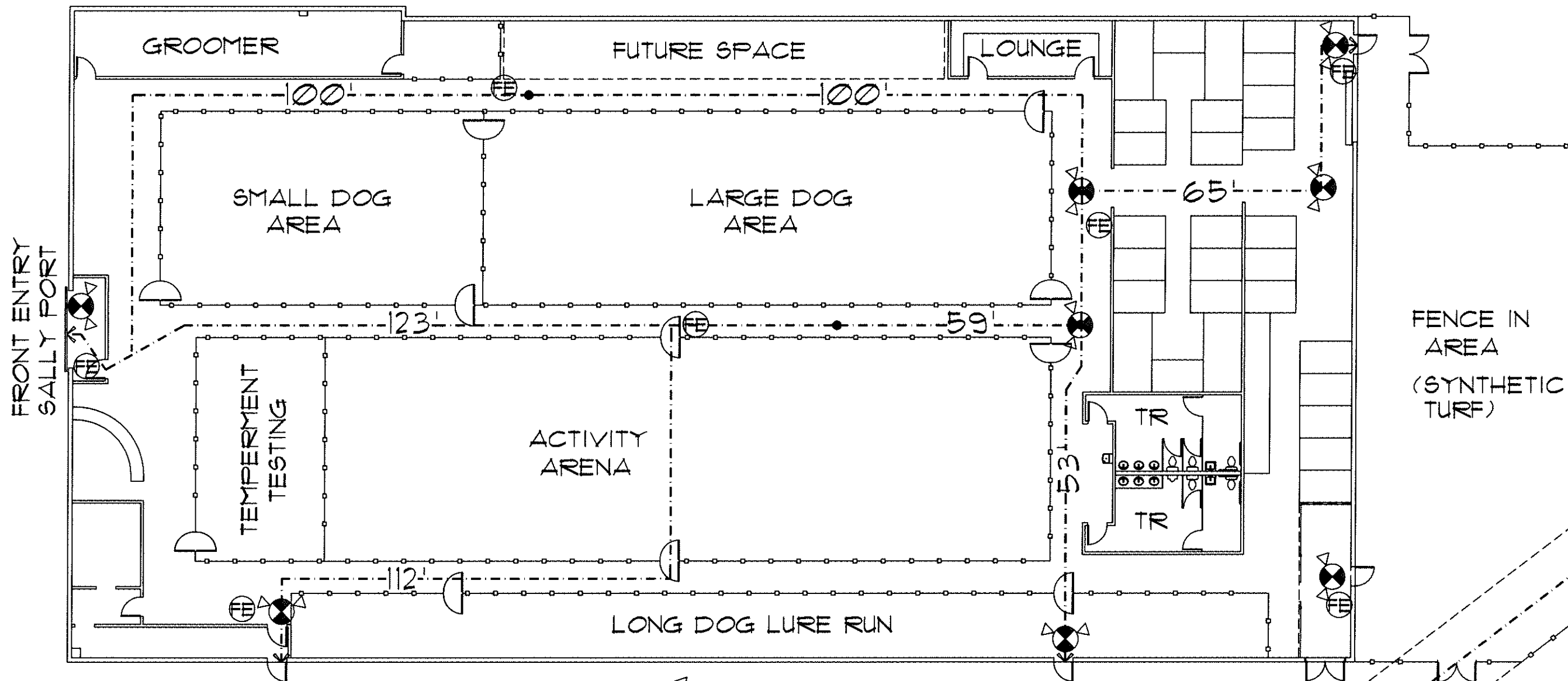


DAWG
DOG ACTIVITY WORLD GROUP
1510 SW 8TH STREET
BOYNTON BEACH
PALM BEACH COUNTY, FLORIDA

DRAWN	KDC
DATE	4/16
SCALE	AS SHOWN
JOB NO.	1802
REVISIONS BY	
△	
△	
△	
△	
△	

SHT INFO
SHEET
A1
OF SHEETS

FLOOR PLAN



1 LS LIFE SAFETY PLAN 1/8" = 1'-0"

- EXIT SIGN - EMERGENCY LIGHT COMBO
- PATH OF EGRESS
- FIRE EXTINGUISHER

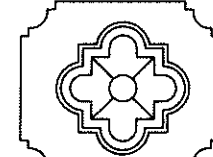
TOTAL EGRESS THRU THE FRONT ENTRY: $200/2 = 100$ PERSONS
MIN 2 MEANS OF EGRESS REQUIRED - 1006.3.1

PROVIDED MEANS OF EGRESS:

PROVIDED FRONT DOOR OPENING: (1) DOORS X 36" WIDE = 36"
TOTAL PROVIDE EGRESS THRU THE FRONT DOOR: $36"/2 = 180$ PERSONS
ADDITIONAL EXIT DOOR: $36"/2 = 180$ PERSONS
ALL PERIMETER DOORS SHOULD BE EQUIPPED WITH REINFORCED, CASE HARDEN STRIKE PLATE, WITH LOCKS AND ALARMS SYSTEM.

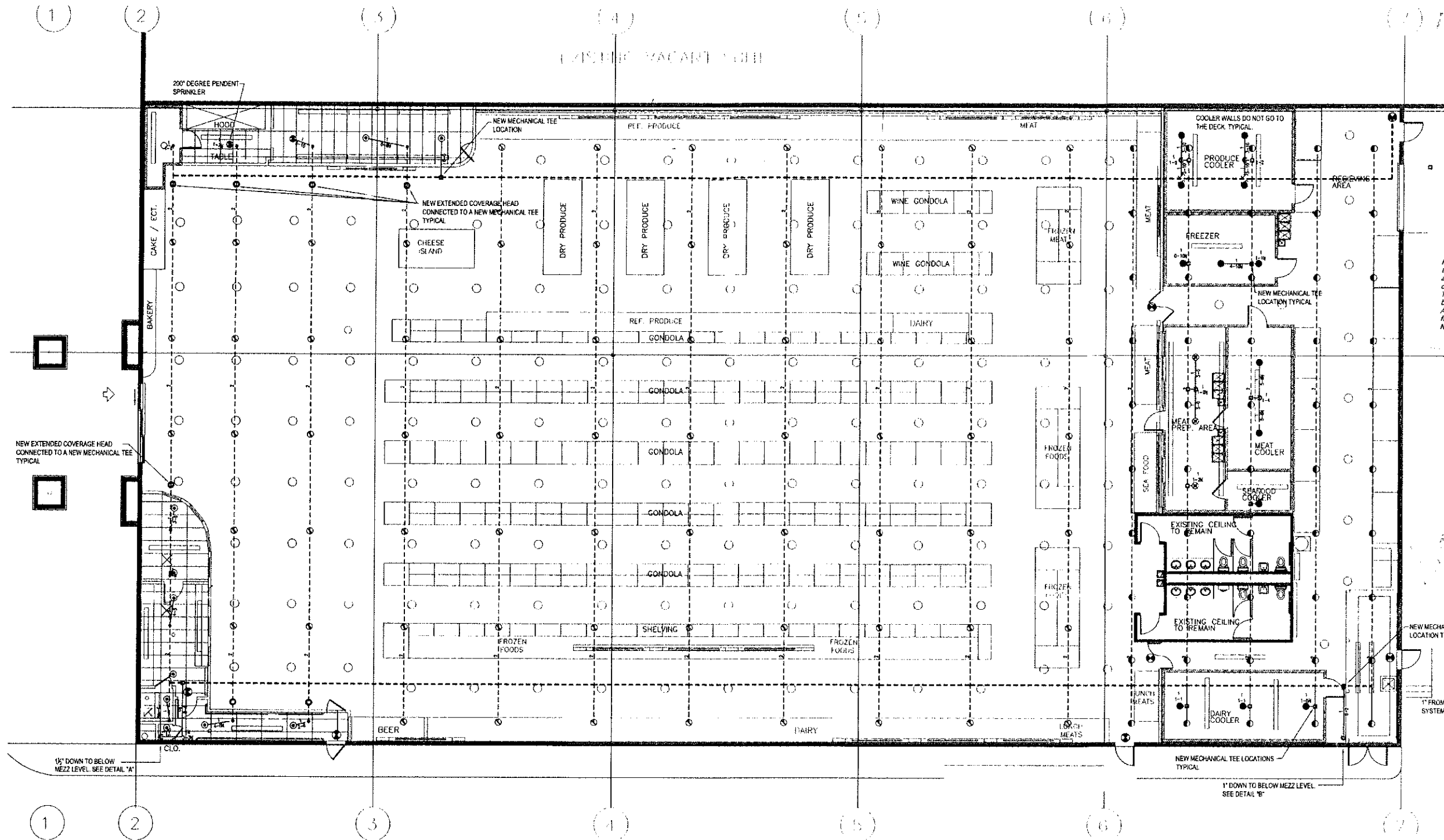
FLOOR PLAN

KCA Design Group, Inc.
Architecture, Design, & Planning Organization - Lic. No. AA0003330
Keith D. Chambers, R.A.
President - AR 13376
Telephone (561) 361-0577 - Fax (561) 999-0007
E-mail: Keith@kca-designgroup.com - Cell: (561) 289-2015
4800 N Federal Highway - Suite 205B - Boca Raton, FL 33431



DAWG
DOG ACTIVITY WORLD GROUP
1510 SW 8TH STREET
BOYNTON BEACH
PALM BEACH COUNTY, FLORIDA

DRAWN	KDC
DATE	4/1/16
SCALE	AS SHOWN
JOB NO.	1802
REVISIONS BY	
	1
	2
	3
	4
	5
SHT INFO	
SHEET	A1
OF SHEETS	1

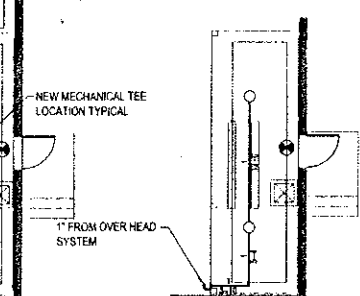


FIRE DEPARTMENT INSPECTION NOTES
SPRINKLER COVERAGE
 Even though there has been prior plan approval, sprinkler distribution coverage & head temperature will be evaluated at time of CO throughout this space. All of this system must comply with NFPA 13, 13R or 13D, 2002 EDITION. Any work done on this system will require a revision permit from a licensed Fire Sprinkler Contractor and approved shop drawings on site at the time of final inspection. Existing coverage is not exempt. The system must be exactly as on the installer's original plan or approved Revision, or the inspection will fail. Contractor shall provide ladders and other equipment so that all heads and pipes can receive a close up inspection.

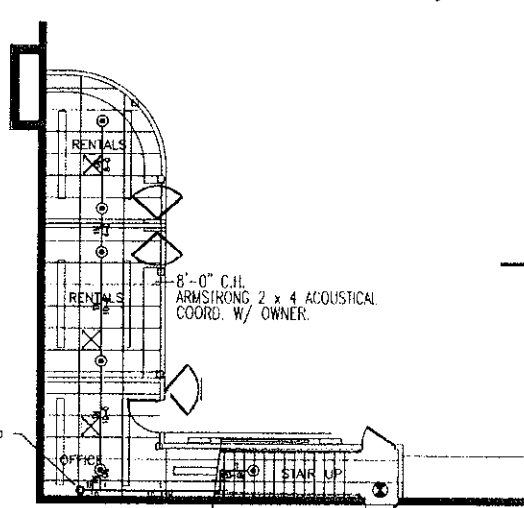
FIRE DEPARTMENT NOTICE
 OBSTRUCTIONS OF LIFE SAFETY EQUIPMENT includes but is not limited to the following: Utility Shafts, LIGHT FIXTURES, walls, soffits, ducts, storage racks or interior decoration items shall not block any Fire Sprinkler, obscure and/or reduce any Fire Alarm Protection, emergency lighting, exit lighting or exits or Fire Department connection access. No structure shall inhibit the free and easy access of Emergency Vehicles to any portion of this site. 18" clearance around and below all Fire Sprinkler heads is required except ESFR heads which require 36" clearance or greater to storage.

FIRE DEPARTMENT REQUIREMENT:
SPRINKLER PIPE HANGERS
 Fire Sprinkler pipe shall not be hung from the bottom cord of a bar joist roof or floor assembly unless approved by the engineer of record for that assembly.
 The top cord is acceptable unless disallowed by a structural engineer or architect.
 All pipe hangers shall be used in the position for which they were listed.
 NFPA 13, 2002 Edition, Chap 9.2.1.3.1 and 9.3.5

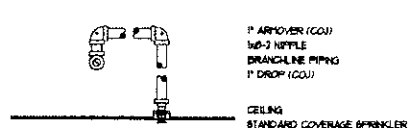
10-2884



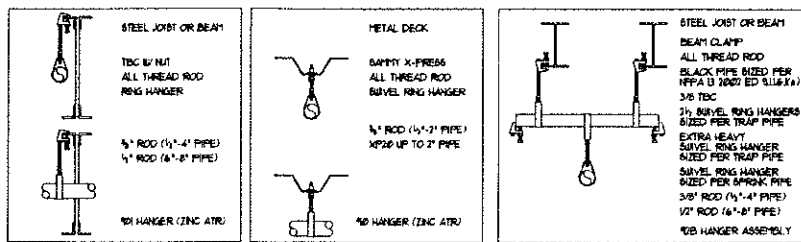
DETAIL "B" - BELOW MEZZ
SCALE: 1/8" = 1'-0"



DETAIL "A" - BELOW MEZZ
SCALE: 1/8" = 1'-0"



HANGER LOCATION DETAIL				
PIPE SIZE	A	B	C	
1"	3'-0" MAX	12'-0" MAX	3" MIN	
1 1/4"	4'-0" MAX	12'-0" MAX	3" MIN	
1 1/2"-6"	5'-0" MAX	15'-0" MAX	3" MIN	



SPRINKLER LEGEND									
QTY	SIZE	TYPE	DESCRIPTION	QTY	SIZE	TYPE	DESCRIPTION	QTY	SIZE
10	1/2"	TY-2051	SSP	CHR	CHP				
3	1/2"	TY-3151	BSU	BRASS	NA				
2	1/2"	TY-3151	SSP	CHR	CHP				
3	1/2"	TY-3151	SSP	WHITE	WHITE				
13	1/2"	TY-3151	SSP	WHITE	CON				
7	1/2"	TY-3151	SSU	BRASS	NA				

WFPE REVIEW	
INSTALLATION	
FABRICATION	
TRADE PERMITTING	
BIDD PERMITTING	
DATE	REVISION

NO.	DATE	REVISIONS	BY
1	09/07/10	SUBMIT FOR PERMIT	MT

Wiginton Fire Systems
 1501 Northpoint Pkwy.
 Suite #102
 W. Palm Bch., FL 33407
 Phone 561.882.1331
 Fax 561.882.1332

BRAVO FOODS
 1510 SW 8TH STREET
 BOYNTON BEACH, FL.
 PROJECT NAME/ADDRESS:
FIRE SPRINKLER PLAN
 SHEET TITLE:

BRANCH OFFICE LOCATIONS:	
Daytona, FL	321.272.5595
Fort Myers, FL	339.278.5595
Fort Worth, TX	817.822.2333
Indianapolis, IN	317.272.5595
Los Angeles, CA	310.272.5595
Memphis, TN	901.272.5595
Orlando, FL	407.272.5595
San Antonio, TX	214.272.5595
Seattle, WA	206.272.5595
Tampa, FL	813.822.2333
Wichita, KS	316.272.5595

MATERIALS & ABBREVIATIONS	
PIPE	1/2" - 6"
VALVE	1/2" - 6"
ELBOW	1/2" - 6"
TEE	1/2" - 6"
CROSS	1/2" - 6"
FLANGE	1/2" - 6"
GASKET	1/2" - 6"
NUT	1/2" - 6"
WASHER	1/2" - 6"
LOCKWASHER	1/2" - 6"
LOCKWASHER W/ SPRING	1/2" - 6"
LOCKWASHER W/ SPRING & LOCKWASHER	1/2" - 6"
LOCKWASHER W/ SPRING & LOCKWASHER & LOCKWASHER	1/2" - 6"

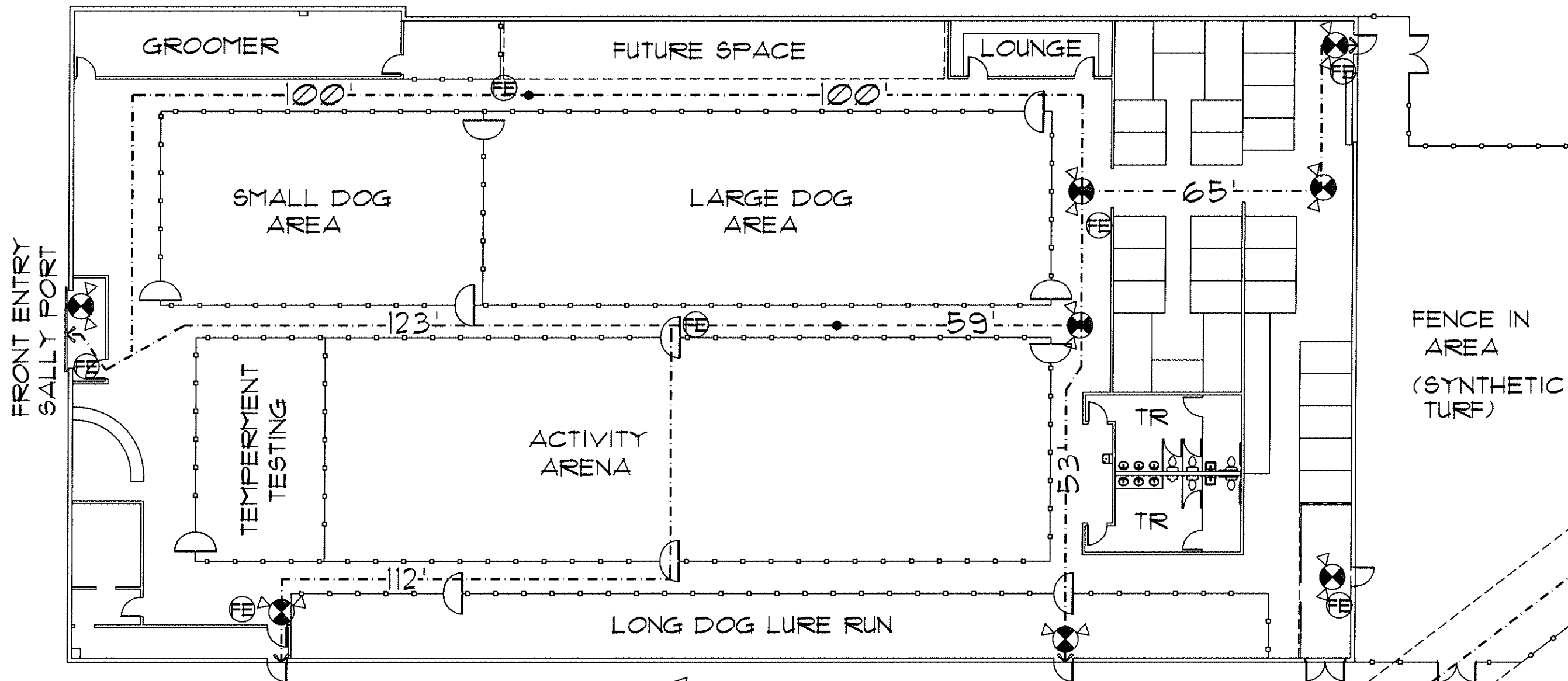
WATER SUPPLY	
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"
WATER SUPPLY	1/2" - 6"

GRAPHIC SCALE	
SCALE	1/8" = 1'-0"
SPRINKS THIS SHEET	44
SPRINKS ON JOB	44
ADD	BOYNTON BEACH
PERMIT NO.	

Wiginton
 FIRE SYSTEMS, INC.

6070467
 JOB NO.

FP 1 OF 1
 DRAWING NO.



1 LS **LIFE SAFETY PLAN** 1/8" = 1'-0"

- EXIT SIGN - EMERGENCY LIGHT COMBO
- PATH OF EGRESS
- FIRE EXTINGUISHER

TOTAL EGRESS THRU THE FRONT ENTRY: $200/2 = 100$ PERSONS
 MIN 2 MEANS OF EGRESS REQUIRED - 1006.3.1

PROVIDED MEANS OF EGRESS:

PROVIDED FRONT DOOR OPENING: (1) DOORS X 36" WIDE = 36"
 TOTAL PROVIDE EGRESS THRU THE FRONT DOOR: $36"/2 = 180$ PERSONS
 ADDITIONAL EXIT DOOR: $36"/2 = 180$ PERSONS
 ALL PERIMETER DOORS SHOULD BE EQUIPPED WITH REINFORCED, CASE HARDEN STRIKE PLATE, WITH LOCKS AND ALARMS SYSTEM.

FLOOR PLAN

KCA Design Group, Inc.
 Architecture, Design, & Planning Organization - Lic. No. AA0003330
 Keith D. Chambers, R.A.
 President - AR 13376
 Telephone (561) 361-0577 - Fax (561) 999-0007
 E-mail: Keith@kca-designgroup.com - Cell: (561) 289-2015
 4800 N Federal Highway - Suite 205B - Boca Raton, FL 33431



DAWG
 DOG ACTIVITY WORLD GROUP
 1510 SW 8TH STREET
 BOYNTON BEACH
 PALM BEACH COUNTY, FLORIDA

DRAWN	KDC
DATE	4/1/16
SCALE	AS SHOWN
JOB NO.	1802
REVISIONS BY	
	1
	2
	3
	4
	5
SHT INFO	
SHEET	A1
OF SHEETS	1

WHAT IS D.A.W.G.?

Dog Activity World Group a.k.a. D.A.W.G. is a new concept in Dog Daycare.

OUR MISSION:

Looking at the world through the eyes of a Dog. Providing a safe, sanitary, fun environment for these amazing selfless animals to experience immeasurable happiness and be entertained with numerous activities while providing them with complete mental, physical and emotional stimulation!

Traditional Dog Daycares:

Traditional Dog Daycare facilities primarily have a bunch of dog categorized by size and for the most part the dogs do nothing but stand around all day. Some of the fancier places have an outdoor pool with lounge chairs and the dogs get to splash around in 90 degree heat all day long.

What makes us different? When you bring your dog to a D.A.W.G. facility, you can expect that your beloved pet will not stand around all day, in fact it is quite the opposite. We are unique in that we offer activities and exercise for Dogs all day! Did you know that over 50% of dogs are quite severely overweight? With the intense heat here in South Florida giving your animal enough exercise and not getting them worn down with the heat is quite a task! That is why we would like to have this 20,000 SF indoor air-conditioned facility to provide this service! Dogs benefit in a multitude of ways from exercise:

- Strengthens Bones & Muscles
- Improves Behavior
- Slows Aging
- Combats Obesity
- Removes Toxins
- Prevents Diseases
- Promotes Weight Management
- Supercharges Immune System
- Enhances Senses
- Boosts Brain Function



The goal of a business like mine, is to give dogs complete mental, physical and emotional stimulation every day! I will accomplish this through a large variety of fun activities and exercises, here are just a very few:

- Ball Pits
- Large Agility Balls
- Brain Stimulating Games
- Treadmills (For Dogs)
- Bubble Machines
- Splash Zones
- Ball launchers
- 170 ft Lure Run

I will also offer these additional services on a daily service:

- Valet Drop-Off & Pick-up
- Training & Obedience Classes
- Pet Massages (Sub-Let)
- Photography Sessions
- Small Birthday Paw-ties
- Daycare & Boarding
- Webcams
- Real time text alerts & updates
- Grooming (Sub-let)
- Vet consulting services (Sub-let)

Here is a description of each service I provide:

Valet Drop-Off & Pick-up:

Before anyone even enters we have set up a process to cater to the client by offering free valet service. Essentially the client will never have to step out of their vehicle if they chose not to. Everything can be signed electronically, with all our safety checks and security measures in place, we are able to collect their pets from their vehicles and at pick up go through the checkout process before they even arrive. At that time, we simply collect their dog and load it into the car for them.



Training & Obedience:

For those Dogs that need a little more training we provide training in conjunction with daycare at an additional charge. It allows the client to receive a much more balanced and controllable pet while providing much needed socialization for the dog at the same time. This service is also offered at an additional charge for our clients. We will also have classes available for the client and pet to both come and learn from.

Pet Massages (Sub-Let):

Who would not want a nice relaxing cool down massage after a fun day of activities. I plan on having someone come in a couple of days a week just for this purpose and to spoil dogs. Also, the older dogs greatly benefit from it to with their hips and other symptoms.

Photography Sessions:

We believe in being the whole package! We will have a designated room set up with back drops and photo props dedicated for use as a photography studio. There is a huge demand for pet owners that want classic photos with their family and beloved dogs. We will make this service available to our clients.

Small Birthday Paw-ties:

We are planning on hosting small Birthday parties for dogs. Every dog who has a birthday will get a complimentary photo shoot with a couple of his best pals, small treats and goodies will be given, and the dogs will be celebrated.

Webcams & Text:

We will also have state of the art cameras monitoring every inch of the premises, our intent is that when your dog enters any sort of play area, you will be notified via text and will have the ability to log in and watch. The other advantage we offer will be the use of technology to keep clients informed about their pets just as we would like to be informed about our children. As such, when your dog gets fed, let



out, or given medication... it's a simple check mark on the tablet and you will receive notifications of what is going on in real time with your beloved animal.

Grooming (Sub-let):

We plan on having a full-service groomer sub-let the premises and the dogs that come to grooming will enjoy a free day of daycare while there.

Vet consulting services (Sub-let):

We will have a vet on call at all times but also will be on site at regular times throughout the week for consulting with client's pets and keeping up with any necessary vaccines etc...

Local Demographics – Potential Client Base:

Numbers supplied from City-Data.com 2016

Number of households in surrounding cities:

Boca Raton	54,811	
Boynton Beach	36,977	
Delray Beach	33,945	
Lake Worth	16,134	
Wellington	24,840	
West Palm Beach	<u>54,172</u>	
<u>TOTAL</u>	<u>220,879</u>	<u>Households</u>

$220,879 \times 36.5\% = 80,620$ dog owning households in this area.

$80,620 \times 87.5\% = 70,543$ households above poverty level that can afford our services. (poverty level is 12.5%)

$70,543 \times 1.6 = 112,869$ potential dogs in the surrounding cities that would likely use our services. (Approx. 1.6 dogs per household)



Another way to look at the numbers:

Building location zip 33426:

There are approx. 3,594 people per square mile. Multiply this by a 5-mile radius = 280,332 people

$280,332 / 2.0$ (average Individuals in households FL) = 140,166 Households

$140,166 \times 36.5\%$ = 51,160 Households with Dogs

$51,160 \times 87.5\%$ = 44,765 Households with Dogs above poverty level that could afford our services.

$44,765 \times 1.6\%$ = 71,624 potential dogs that can use our services within a 5-mile radius.

IMPORTANT BUSINESS INFORMATION:

This business is strictly a service related business, there will be absolutely NO selling of animals of any kind!!

On the flip side, I do plan on hoping to team up with Peggy Adams, Big Dog Ranch Rescue, and various other adoption facilities to host adoption days for them to help get some of the many pets adopted across our counties and bring awareness to animal care and control, spaying and neutering etc...



THE BUILDING LAYOUT

The building is a blank canvas of 200' x 100'. The Interior of the building will for the most part be wide open space with allocated areas for an Activity Arena, Large and Small Dog Area and also a Long Dog run. There will be space allocated for a vet consulting office and groomer to sub-let. A training classroom, massage room, kitchen and Photo studio. The area that is already separated at the rear of the building will be fitted with Luxury kennels of various sizes and we will also have a laundry room back there. We will work with the sublet grooming and veterinarian consulting services, so their clients animals can have a partial day of daycare to eliminate their need for having to wait for the services to be finished.

The Dog Areas in Green will be surrounded by white picket fences at a minimum of 5 – 6 ft height with secured entrances on all surroundings. The ceiling will have sound buffering acoustical tiles hanging that will not interfere with any of the sprinkler heads so to capture, eliminate any echoing of vibration sounds and reduce overall noise. Compared to a traditional dog daycare dogs will be considerably quieter because of the simple fact that they are being entertained and exercised all day long as opposed to standing around and doing nothing. The beauty of this building is that it is a former grocery store and has over 25 existing floor drains, this is great because we plan on installing a rubberized 'Air Drain' system on the pitched concrete and then artificial turf on top of that. Everything in the facility will be set up so it can be washed down at the end of every day and sanitized. We plan on installing the best Hepa filtration system available for air circulation.



1510 SW 8th Street, Boynton Beach

Conditional Use Application - Response

1. Ingress & Egress:

There are 5 areas of ingress and egress to the building. One main entrance double door on the front west entrance. Two separate single doors on the south side of the building, one on the SE corner, the other closest to the SW corner of the south entrance, one loading dock overhead door on the east entrance and also a single door on the east entrance. In the event of an emergency, the dogs will be leashed and immediately taken outside the nearest exit door. All of these doors are operational and will remain operational at all times.

2. Off-street parking and loading areas:

There is already an establish traffic pattern in process and that works wonderfully for our use. We do not plan on changing any of the current system.

3. Refuse and Service Areas:

We will house any refuse and service items on the rear SE corner of the building and get these emptied semi-weekly at the minimum.

4. Utilities

We plan to use all the existing utilities that are currently in place with the exception for the need for natural gas. We do not need natural gas.

5. Screening, Buffering and landscaping:

We would like to erect a 6ft screened chain link fence with some sort of sound buffering and privacy screen on both sides surrounding the rear of the property (See Exhibit A) and loading dock area for a pet relief area. It would have a gate to the refuse area but would be secured at all times for the security of the dogs. There will be no more than 5-7 pets taken out at a time for relief purposes only. Their excrement's will be immediately picked up and disposed of and the animals will be quickly taken back inside. This area will also have some sort of shading structure (large Umbrellas or awnings) and artificial turf for the animals, so they don't get hot.

6. Signs, and proposed exterior lighting:

On the main front West elevation of the building we would like to erect a 73" x 138" 12 volt LED, flush mount plastic face, per code sign above the main entrance. This sign would not face traffic, so it should not be an issue. It should however add a decent amount of light to the existing parking lot and make it a brighter and safer place for all of those shopping at Home depot after our business hours are closed.

On the main pylon we would like to install two 80" x 42" Digital print flax-face tenant panels, again according to city code. I have attached my trademark paperwork that is in process of being approved. *I have attached the Sign documentation!*

7. Required Setbacks:

Not changing the property so this should be N/A.



8. General Compatibility with adjacent properties:

I see a very good compatibility with the adjacent properties, I would like to offer them a deep discount to their employees if they want to bring their dogs to us during the day. They can feel free to stop over and check on them whenever they please and as a whole they should feel guilt free about leaving their pets for long hours. The parking should never be a problem as I don't foresee us utilizing a great deal of parking spaces, so it should be conflict free. I also plan on offering, Military, law enforcement, government employees and elderly discounts as well.

9. N/A

10. I see this to be an extremely beneficial arrangement between all adjacent properties.

Not only will the uniqueness of the business I am offering bring new people to the area, however Home depot and the surrounding businesses will also get to benefit from those customers as well. With so much talk in Boynton and the dog beach, this just adds so much more Dog Friendliness to the city of Boynton Beach. The plaza in itself is run down, the building has been vacant for years, yet it's a perfect spot for what I am trying to accomplish. Its centrally located, and easy for people to drop their dogs off on the morning commute or on the way to either airport. This facility in Boynton can really set things apart because nothing like this exists anywhere. I will be offering a minimum of 7 full time jobs to start and possibly up to 10-12.

As far as the city is concerned, I see my service as very unique... the amount of people that have dogs in Boynton beach and our surrounding cities is astronomical. I certainly see many people coming from different cities to bring their dogs to experience something unique and fulfilling, as such they are likely to dine at the local establishments in the area too. Here is some data:

Local Demographics – Potential Client Base:

Numbers supplied from City-Data.com 2016

Number of households in surrounding cities:

Boca Raton	54,811	
Boynton Beach	36,977	
Delray Beach	33,945	
Lake Worth	16,134	
Wellington	24,840	
West Palm Beach	54,172	
<u>TOTAL</u>	<u>220,879</u>	<u>Households</u>

$220,879 \times 36.5\% = 80,620$ dog owning households in this area.

$80,620 \times 87.5\% = 70,543$ households above poverty level that can afford our services. (poverty level is 12.5%)



70,543 x 1.6 = 112,869 potential dogs in the surrounding cities that would likely use our services. (Approx. 1.6 dogs per household)

Another way to look at the numbers:

Building location zip 33426:

There are approx. 3,594 people per square mile. Multiply this by a 5-mile radius = 280,332 people

280,332 / 2.0 (average Individuals in households FL) = 140,166 Households

140,166 x 36.5% = 51,160 Households with Dogs

51,160 x 87.5% = 44,765 Households with Dogs above poverty level that could afford our services.

44,765 x 1.6% = 71,624 potential dogs that can use our services within a 5-mile radius.

Of course, these numbers for Boynton do not include all the new high-rise developments that will soon be built that are steps away from the building. I shall also be offering bulk discounts to those facilities to promote my services which is a win-win so small dogs are not cooped up all day long.

*****Did you know that annual spending on pets nationwide is estimated at \$72 Billion this year, up from \$67 Billion in 2016!!***

11. N/A - Not changing to mixed use

12. Compliance with and abatement of nuisances and hazards:

Noise... I will be buffering noise with acoustical sound panels hanging from the ceiling (not interfering with the sprinklers) My facility is an activity world where the dogs are consumer with a variety of fun events and non-stop activities. They shouldn't be making noise, they should be having fun keeping busy!

Odor... As soon as an animal relieves itself outside it will be picked up by staff and properly disposed of. Animals will be outside in no larger groups of max 5-7 dogs for no more than 5 min at a time and always supervised.

13. Sound Study:

N/A. Not a bar or nightclub





EXHIBIT "D"

Conditions of Approval

Project Name: Dog Activity World Group
File number: COUS 18-002
Reference: 2nd review plans identified as a Conditional Use with an April 17, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. At time of permit submittal, please indicate if there are any utility lines within the area proposed to be fenced at the rear of the building.	X	
FIRE		
Comments: None, all previous comments addressed at DART meeting.		
POLICE		
Comments: None, all previous comments addressed at DART meeting.		
BUILDING DIVISION		
Comments:		
2. At time of permit submittal, please add a general note to the site plan that all plans submitted for permitting shall meet the City's codes and the applicable building codes in effect at the time of permit application.	X	
3. At time of permit submittal, please provide signed and sealed working drawings of the proposed construction.	X	
4. At time of permit submittal, please provide additional information on the fire protection systems.	X	
5. At time of permit submittal, please provide plans denoting plumbing fixtures calculations, accessible toilet facilities, and drinking fountains.	X	
6. MEP plans along with shop drawings will be required at time of permit application submittal.	X	
7. At time of permit submittal, please provide a revised Life Safety plan.	X	

DEPARTMENTS	INCLUDE	REJECT
PARKS AND RECREATION		
Comments: None.		
PLANNING AND ZONING		
Comments:		
8. Any proposed signage shall comply with the adopted sign program for the Shoppes of Woolbright master signage plan.	X	
9. It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004 and an affidavit provided to the City Clerk.	X	
10. Applicants who wish to utilize City electronic media equipment for recommended PowerPoint presentations at the public hearings must notify the project manager in Planning and Zoning and submit a CD of the presentation at least one week prior to the scheduled meeting.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: N/A		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Dog Activity World Group D.A.W.G. (COUS 18-002)

APPLICANT: Hannah Wickins

APPLICANT'S ADDRESS: 1510 SW 8th Street, Boynton Beach, FL 33426

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: June 19, 2018

APPROVAL SOUGHT: Conditional Use approval for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district.

LOCATION OF PROPERTY: 1510 SW 8th Street

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
____ HAS
____ HAS NOT

established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."

4. The Applicant's request is hereby
____ GRANTED subject to the conditions referenced in paragraph 3 above.
____ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____

DATED: _____

City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-013 - FIRST

READING - Approve Zoning Use Amendments (CDRV 18-003) Amending the Land Development Regulations, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (Zoning Matrix and Notes), to increase provisions for contractors offices, offices for civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site. City initiated.

EXPLANATION OF REQUEST:

Staff proposes a small group of amendments to the Terms and Definitions, the Zoning Use Matrix, and Matrix Notes of the City's Land Development Regulations (LDR) to promote business growth in the City. Whether realized over the past several years, or just recently, changes are deemed warranted to the use regulations as discovered through public inquiries or from staffs independent findings.

The various amendments to the LDRs would establish zoning provisions for, and/or eliminate barriers to:

- 1) The sale of outdoor recreation merchandise including camping equipment, RV's and Boats;
- 2) Offices for civic and fraternal organizations;
- 3) Contractors offices;
- 4) Crematorium services;
- 5) District energy plants and other utility infrastructure intended to serve a specific area of the City such as a single project or multiple developments;
- 6) The rental of moving vehicles and equipment;
- 7) Diet and nutrition services; and
- 8) The sale of motor vehicles that are manufactured, assembled, or customized on-site as an accessory use.

See the accompanying staff report for further descriptions of the proposed amendments.

The Planning & Development Board reviewed this item on May 22nd and forwards it with a recommendation for approval.

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

FISCAL IMPACT:

New businesses and business expansions contribute to the City's operational fees, and indirectly benefit the City from the additional local commerce and employment opportunities.

ALTERNATIVES:

None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance approving Changes to Land Development Regulations
<input type="checkbox"/> Exhibit	EXhibit "A" to the Ordinance
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Amendment	Exhibit A - Proposed Amendments - Text
<input type="checkbox"/> Amendment	Exhibit B - Proposed Amendments- Zoning Matrix
<input type="checkbox"/> Attachment	Exhibit C - Excerpt from Matrix Notes - reference only

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

3
4
5
6
7
8
9
10
11
12
13
14
15

17

18

19

20
21

22
23
24
25

26
27
28
29

30

31

32 **Section 1.** The foregoing whereas clauses are true and correct and are now ratified and
33 confirmed by the City Commission.

34 **Section 2.** Chapter 1, Article II, Definitions of the Land Development Regulations of
35 the City of Boynton Beach Code of Ordinances is hereby amended as follows:

36 **Chapter 1, Article II, Definitions.**

37
38 ...

39
40 **ART, BOOK, CRAFT, HOBBY, MUSIC, SPORTING GOOD, & TOY STORE** - Establishments primarily
41 engaged in the retail sale (including accessory repair service) of one or more of the following: 1) art for retail sale
42 in art galleries; 2) new books or magazines; 3) craft and hobby items, including sewing machines and supplies, new
43 fabrics, patterns, yarns, needlework and the like; 4) new compact and digital video disks, musical instruments, and
44 sheet music; 5) sporting goods and supplies, including scuba equipment, bicycles, mopeds, and motor scooters (with
45 engines not exceeding 150 cubic centimeters); ~~camping equipment, boats, trailers and recreational vehicles;~~ or 6)
46 toys. Any motorized moped or scooter with an engine in excess of 150 cubic centimeters is classified as a
47 "motorcycle" and regulated as a **NEW** or **USED**
48

49 **"CIVIC & FRATERNAL CLUB/ORGANIZATION"** - A registered association of persons for the promotion of
50 some non-profit common objective, involving literature, science, politics, or community service, which meets
51 periodically and is limited to members and guests. This use and/or establishment is primarily comprised of the office
52 function of the organization supporting administrative and business affairs, document storage and maintenance, and
53 meeting facilities for members and guests.
54

55 **CONTRACTOR** - A contractor undertakes trades of a type that are specialized to assist in building construction
56 and remodeling. This definition includes but is not limited to heating, air conditioning, plumbing, roofing, paving,
57 underground, and landscaping. This establishment is limited to the office and administrative function of a Contractor.
58 This would exclude the storing and operating of equipment and special purpose vehicles and/or trailers typically
59 used in providing services by the contractor, and not commonly used for general transportation purposes on a day-
60 to-day basis by employees. Such storage and operation is allowed at a Contractor's Workshop (See "Contractor's
61 Workshop").
62

63 **CONTRACTOR'S WORKSHOP** – The functions of a Contractor establishment ~~An enclosed space used for~~
64 ~~including~~ the housing and/or operating of machinery, the provision of services, the fabrication of building-related
65 products, and interior storage. This may also include the administrative function of a Contractor.
66

67 **CREMATORIUM** – An establishment containing properly installed, certified apparatus used in the act of
68 cremation.
69

70 **ESSENTIAL SERVICES AND INFRASTRUCTURE** - Services and infrastructure provided by governmental
71 entity or public/private utility, such as underground, surface, or overhead electrical, gas, steam, water, sanitary
72 sewage, and stormwater drainage structures, which are necessary for the health, safety, and general welfare of the
73 public. This includes but is not necessarily limited to infrastructure and facilities intended to support a limited
74 service area of the City such as lift stations, district energy plants, and power substations. This use excludes wireless
75 communication facilities (WCF) as defined in the Land Development Regulations Chapter 3, Article V, Section 13.
76

77 **FUNERAL HOME** - An establishment engaged in preparing the dead (including pets) for burial or interment and
78 conducting funerals (i.e., providing facilities for wakes, arranging transportation for the dead, selling caskets and
79 related merchandise). This would include a crematorium as an allowable accessory use.
80

PACKING & SHIPPING, TRUCKING, AND MOVING - An establishment primarily engaged in packing, crating, and otherwise preparing goods for transportation. These establishments provide over-the-road transportation of cargo using motor vehicles, such as trucks and tractor-trailers. Accessory to this use includes the rental of moving trucks, trailers and related equipment and accessories.

STORAGE, SELF-SERVICE - An establishment engaged in the storage of personal property in facilities where individual owners control individual storage bays. This use includes both limited-access and multi-access facilities. Accessory to this use includes the retail sale of merchandise related to the packing, shipping/storing, and moving of personal items, as well as the rental of moving vehicles, trailers and related accessories.

...

Section 3. Chapter 3, Article IV, Section 3.D, Table 3-28 Use Matrix and Footnote #44 and 45 of the Land Development Regulations of the City of Boynton Beach Code of Ordinances is hereby amended as reflected in Exhibit “A” and as follows:

Chapter 3, Article IV, Sec. 3, Notes

Matrix Footnotes No. 44 and No. 45:

44. Auto Dealer, (New & Used).

a. C-4 district. Allowed only as a conditional use accessory to the repair or customizing of motor vehicles. No outdoor storage of vehicles, for sale shall be permitted.

b. MU-L3 district and MU-H district.

(1) General. Indoor storage/display only and shall not exceed ten thousand (10,000) square feet. This use excludes automotive, minor repair, and auto car/wash. Conditional use approval shall be required if all or a portion of the inventory is located within a parking garage/structure.

(2) Access. Shall not be directly from any major roadway.

(3) Storage. No outside storage of materials, parts, and vehicles.

(4) Design. Pursuant to [Chapter 4, Article III, Section 3.A.7](#), overhead doors shall not be visible from any major roadway frontage.

(5) Loudspeakers. No exterior loudspeakers or paging equipment shall be permitted on-site.

c. M-1 district. Allowed only as a conditional use accessory to the repair, manufacturing, assembling or customizing of motor vehicles. No outdoor storage of vehicles for sale shall be permitted.

d. PID district. This non-industrial use is allowed within the PID district as a conditional use. Also, within the Quantum Park PID such uses are limited to lots with an Industrial (I) use option or Industrial/R (with retail sales) option. Vehicle inventories must be stored/displayed indoors. A pre-existing business located on Quantum Park lots 77 through 80 is exempt from the requirements relative to conditional use approval, outdoor storage or display of vehicle inventories, and locating on lots with the “I” and “I/Retail” use options.

45. Boat Dealer/Rental.

124 a. C-3 District. Boat dealer/rental, as a principal use, shall exclude the repair or service of
125 vessels on the premises. No outdoor storage of boats shall be permitted.

126 b. C-4 District. Conditional use approval shall be required if merchandise is to be stored
127 outdoors. Outdoor storage areas shall be adequately screened from abutting properties and
128 rights-of-way, with the exception that a single merchandise item may be visible from abutting
129 rights-of-way. The display must be in combination with project signage, and the setback,
130 landscaping and design of this site feature shall minimize the visual impact on the adjacent
131 roadway. If any vehicle use areas are not separated by an intervening building and visible from
132 an arterial roadway, right-of- way landscaping shall be in accordance with the City's Urban
133 Landscape Code except that the width shall be at least 10 feet, it shall include a berm, and
134 enhanced with additional plants selected and maintenance to facilitate, varying growth heights
135 to provide some screening of the space between the hedge material and tree canopies. The
136 landscaping required to represent "adequate" screening, as well as the appropriate design of the
137 merchandise display feature and right-of-way landscaping shall be determined as part of the
138 conditional use review process.

139 c. PCD District. Boat dealer/rental, as a principal use, shall exclude the repair or service of
140 vessels on the premises. No outdoor storage of boats shall be permitted. Inventories must be
141 stored/displayed indoors.

142 d. MU-4 District and MU-H District. Boat dealer/rental is allowed as an accessory use to
143 a marina but conditional use approval is required. No exterior loudspeakers or paging
144 equipment shall be permitted on-site. Storage/display allowed only in wet docks or indoor not
145 to exceed ten thousand (10,000) square feet. The sales, rental, service, repairs, and storage of
146 marine trailers are prohibited.

147 e. M-1 District. Allowed only as a conditional use accessory to the repair, manufacturing,
148 assembling or customizing of boats. Outdoor storage areas shall be adequately screened from
149 abutting properties and rights-of-way.

150 f. PID District. Required conditional use approval. Also, within the Quantum Park PID
151 such uses are limited to lots with an Industrial (I) use option or Industrial /R (with retail sales)
152 option. Inventories must be stored/displayed indoors.

154 **Section 4.** Chapter 3, Article V, Sections 5 and 8 of the Land Development

155 Regulations of the City of Boynton Beach Code of Ordinances is hereby amended as follows:

156 **Sec. 5. Exterior Display of Merchandise.**

157 A. *Districts.* The temporary exterior display of retail merchandise is allowed in all
158 commercial and mixed use zoning districts.

159 B. *Type of Merchandise.* The temporary exterior display of retail merchandise is allowed,
160 provided that said merchandise is sold by the operator of the respective business occupying the
161 establishment, and is of the same type of merchandise typically sold within the building.

162 C. *On-Site Location.* The temporary exterior display of retail merchandise shall be
163 completely contained within the boundaries of the subject property or leased parcel. Retail
164 merchandise shall be displayed on hard surfaces only and if placed within walkways, shall not
165 obstruct or impede pedestrian movement or cause noncompliance with ADA accessible route
166 requirements. Merchandise shall not be placed within easements, landscaped areas, required
167 off-street parking and vehicular use areas, rooftops, or anywhere that would create a hazard to

the public. Any property owner desiring to display merchandise within off-street parking areas would need to obtain a special sales event permit in accordance with Section 6 below.

D. *Hours of Display.* Retail merchandise shall be secured and stored inside a principal or accessory building at the close of business hours, unless said merchandise is placed on-site more than three hundred (300) feet from any arterial or collector street right-of-way and complies with the location criteria of paragraph C. above or approved as part of a special sales event, as described in Section 6 below. If abutting a local street, landscape buffering must meet or exceed the minimum standards of Chapter 4, Article II to minimize any visual impacts upon abutting right-of-way or nearby properties. In these instances, merchandise may remain outdoors after business hours, contingent upon review and approval through the site plan modification process.

E. *Miscellaneous.*

1. Live Plants. The exterior display of live plants in connection with a nursery, garden center, and farm supply establishment is exempt from the three hundred (300)-foot distance requirement of paragraph D. above and may remain outdoors after normal business hours provided that its placement complies with the location criteria of paragraph C. above.

2. Seasonal Sales Event. See Section 7 below for additional regulation regarding the seasonal sales event and the temporary exterior display of Christmas trees, pumpkins, and fireworks.

3. Permanent Exterior Storage of Merchandise and Equipment. See Section 8 below for the permanent exterior storage of retail merchandise or equipment.

...

Sec. 8. Permanent Exterior Storage of Merchandise and Equipment.

A. *Purpose and Intent.* The purpose and intent of these Regulations is to establish minimum requirements for the permanent exterior storage of retail merchandise or equipment, in order to discourage the exterior placement of said merchandise or equipment in an unsightly, distracting, cluttered, or hazardous manner. These Regulations shall not supersede, but rather supplement any specific regulations pertaining to the exterior storage of merchandise or equipment as a principal use.

B. *Districts.* The permanent exterior storage of retail merchandise or equipment is allowed in the C-3, C-4, PCD, PID, and M-1 zoning districts.

C. *Site Plan Required.* The area allocated for the permanent exterior storage of retail merchandise or equipment shall be shown on the site plan in accordance with [Chapter 2, Article II, Section 2.F.](#)

D. *Type of Merchandise/Equipment.* The permanent exterior storage of retail merchandise or equipment is allowed, provided that said merchandise/equipment is owned by the operator of the respective business occupying the establishment, and is of the same type of merchandise or equipment typically sold or stored within the principal building. No exterior storage of building or construction materials shall be allowed anywhere, except for that which is stored in connection with a lawfully operating business (e.g., CONTRACTOR) as provided for in [Chapter 3, Article IV, Section 3.](#)

E. *On-Site Location.* Storage areas shall be completely contained within the boundaries of the subject property or leased parcel.

The permanent exterior storage areas shall be placed behind the front or side corner building setbacks line where located in the C-3, C-4, and PID districts. This restriction shall also apply to properties located along arterial or collector roadways when located in the M-1 districts.

1. Required Surface. In the C-3 and PID districts, the permanent exterior storage of retail merchandise or equipment shall be placed on improved and hard surfaces only, including vehicular use areas and excess off-street parking spaces.

2. Prohibitions. If placed within walkways, the permanent exterior storage areas shall not obstruct or impede pedestrian movement or cause noncompliance with ADA accessible route requirements. In addition, storage areas shall not:

- a. Be placed within required off-street parking spaces;
- b. Obstruct or impede vehicular movement;
- c. Cause noncompliance with any of the off-street parking or vehicular use area standards of [Chapter 4](#); or
- d. Abridge any easement rights without approval from the affected utility company or the city and shall not be located within landscaped areas, rooftops, or otherwise create a hazard to the public.

F. Size. The area allocated to the permanent exterior storage of retail merchandise or equipment shall be restricted in size where properties are located within the following districts:

1. C-3 District. The size of the permanent outdoor storage area shall be limited to one percent (1%) of the gross floor area of the principal building(s)/leased space.

An additional one percent (1%) of storage area (based upon the gross floor area of the leased space/principal building(s) may be granted, subject to the approval of an administrative adjustment. See [Chapter 2, Article II, Section 4.A.](#) for the administrative adjustment process.

2. PCD District and PID District. The size of the permanent outdoor storage area shall be limited to fifteen percent (15%) of the gross floor area of the principal building(s)/leased space.

G. *Additional Screening.* ~~In the C-3, C-4, and PID districts, To further address potential aesthetic impacts, where determined necessary due to type of merchandise or magnitude of off-site visibility, the Planning & Zoning Director may require additional screening/buffering. the area allocated for the permanent exterior storage of merchandise or equipment shall be adequately screened where visible from an abutting property or right-of-way. This restriction shall also apply to properties located along arterial or collector roadways within the M-1 district. Screening material, which may include walls, fences, or hedges, must result in an opaque surface to limit the visibility of said merchandise or equipment from abutting properties or rights-of-way.~~

A landscape barrier (in accordance with [Chapter 4, Article II, Section 3.B.](#) and [Section 3.C.](#)) may be required in all instances where the outdoor storage area abuts an incompatible land use, or zoning district, and/or right-of-way.

Section 5. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 6. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

ORDINANCE EXHIBIT “A”

Code of Ordinances, Part III. LDR Ch. 3, Art. IV. Sect. 3.D Zoning Matrix

Use Matrix (Table 3-28).

P = Permitted C = Conditional A = Accessory		Residential									Commercial					Mixed-Use							Industrial		Misc.	
	R-1- AAB	R-1- AA	R-1-A	R-1	R-2	R-3	R-4	IPUD √	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU Core	M-1	PID	PU	REC
	RESIDENTIAL & LODGING																									
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P 20 36	P 20 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single- family (detached)	P 34	P 34	P 34	P 34	P 34	P 19 34	P	P 34	P 34			P 18 19 34					P 34								A 20 34	A 20 34
Dwelling, Two-family (duplex)					P 34	P 19 34	P	P 34	P 34			P 18 19 34	P 34 38		C 34	P 34 38	P 34	P 34	P 34	P 34		C 34			A 20 34	A 20 34
Dwelling, Multi-family						P 19 34	P	P 34	P 34			P 18 19 34	P 34 39		C 34	P 34 39	P 34	P 34	P 34	P 34	P 6 34	P 6 34		P 27 34	A 20 34	A 20 34
Dwelling Units in Mixed Use Buildings						P 18 19 34						P 18 19 34			P 34		P 34	P 34	P 34	P 34	P 6 34	P 6 34		P 27 34	A 20 34	A 20 34
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					
Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C41	C 41	P 41	P 41		P 41		

ORDINANCE EXHIBIT “A”

Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P 34																
Townhouse						P 19 34	P	P 34	P 34			P 18 19 34	P 34		C 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34		P 27 34	A 20 34	A 20 34
	<div>COMMERCIAL</div> <div>Retail Sales</div>																									
Art, Book, Craft, Hobby, Music, Sporting Goods, & Toys						P 18						P 1	P	P	P 43	P	P 10 17	P 17	P 17	P 17	P 17	P 17		P 28 43	A 20	A 20
Auto Dealer, New																				P 14 16 44		P 14 16 44		P 44		
Auto Dealer, Used																				P 14 16 44		P 14 16 44		P 44		
Automotive Parts Store													P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 23	P 27		
Beer, Wine, & Liquor Store													P 35		P 35	P 35	P 17 35	P 17 35	P 17 35	P 17 35	P 17 35	P 17 35		P 15 27 35		
Boat Dealer/Rental														C 45							A 16 45	A 16 45				
Cleaning Supply Store (Swimming Pool, Janitorial)												P 1	P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 22	P 28		
Clothing & Accessories						P 18						P 1	P	P	P	P	P 10 17	P 17	P 17	P 17	P 17	P 17		P 28 30		
Convenience Store									P 2 3 8 35			P 2 3 35	P 3 35	P 3 35	P 7 35	P 35	P 17 35	P 17 35	P 17 35	P 17 35	P 1 11	P 17 35	P 22 35	P 15 27 35		

ORDINANCE EXHIBIT “A”

Cosmetics, Beauty supply, & Perfume						P 18						P 1	P	P	P	P	P 10	P	P	P	P 17	P		P 28 30		
Electronics & Appliance Store												P 1	P	P	P	P	P 10	P 14	P 14	P 14	P 17	P	P 22	P 28 30		
Florist						P 18			P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Furniture & Home furnishing						P 18						P 1	P	P	P	P	P 10 17	P 17	P 17	P 17	P 17	P 17	P 22	P 2 28 30		
Gasoline Station												C 46	C 46	C 46		C 46				C 16 46		C 16 46				
Grocery Store													P		P	P	P 10 17	C 17 47	P 17 47	P 17 47	P 17	P 17 47		P 27		
Hardware Store												P 2	P	P	P 48	P	P 17	P 17 48	P 17 48	P 17 48	P 17 48	P 17 48	P 22	P 27 48		
Health & Personal Care (Eyeglass, Medical Supplies, Hearing-Aids)						P 18 68					P	P	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Home Improvement Center													P			P	P 10 16							P 16 27 49		
Jewelry, Luggage, & Leather Goods						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Marine Accessories												P 1 50	P	P	P	P	P 17	P 17 50	P 17 50	P 17 50	P 17 50	P 17 50	P 22	P 28		
Merchandise, New (Supercenter, Discount, Department, Club)													P			P	P 10 16							P 16 27 51		
Merchandise, Used (Antique Shop)						P 18 52						P 1 52	P 52	P 52	P 52	P 25	P 17 52	P 17 52	P 17 52	P 17 52	P 17 52	P 17 52		P 27 52		
Merchandise, Used (Other)													P 53	P 53		P 53								P 15 27 53		

ORDINANCE EXHIBIT “A”

Mobile Vending Unit (MVU)												P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54		P 54		
Multiple-Vendor Market													P 55	P 55		P 55								P 15 27 55		
Novelty, Gift, Souvenir, & Miscellaneous						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 1 11	P 17		P 27	A 20	A 20 21
Nursery, Garden Ctr. & Farm Supply												P 2 3 56	P 3 56	P 3 56		P 3 56							P 3 22 56			
Office Supplies & Stationery												P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Pet Store & Supplies						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Pharmacy & Drug Store											P 1 57	P 2 57	P 57	P 57	P 57	P 57	P 17 57	P 17 57	P 17 57	P 17 57	P 17 57	P 17 57		P 15 27 57		
Restaurant						P 18 58					A 58	P 2 58	P 58	P 58	P 58	P 58	P 17 58	P 17 58	P 17 58	P 17 58	P 17 58	P 17 58	P 58	P 27 58	A 20 58	A 20 21 58
Restaurant, Take-out						P 18			P 2 8			P 2	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 59	P 28	A 20	A 20 21
Showroom warehouse (single-product line)													P 100			P 100	P 100							P 100		
Specialty Food Store						P 18						P 2	P	P	P	P	P	P	P	P	P 2 11	P		P 27		
Tile and Carpet													P	P		P	P 10 17	P 17	P 17	P 17		P 17	P 22	P 24 28		
	COMMERCIAL Services																									
Auto Broker													P	P	P	P				P		P	P	P		
Auto/Car Wash (Polishing, Waxing, Detailing)												A 60	C 60	C 60		C 60								A 60		

ORDINANCE EXHIBIT “A”

Auto/Car Wash, Self-serve Bay													C	C		C										
Automobile Rental													A 61	P 3 61		C 61				P 16 61		P 16 61				
Automotive, Minor Repair												A 62	C 62	P 3 62		C 62							P 3 62	A 62		
Automotive, Major Repair																							P 3 13 63			
Automotive Window Tinting/Stereo Installation/Alarms												A 64	P 64	P 64		C 64							P 64	P 26		
Bar & Nightclub													C	C	C	C	C 16		C 14 16	C 14 16	C 16	C 16		C 27		
Caterer												P	P	P	P	P							P 22	C		
Check Cashing													P 65	P 65		P 65								P 27		
Coin-operated Laundry									P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17				P 27		
Crematorium																							P	P		
Day & Trade Labor Pool (Temporary Help)														C									P 13			
Dry Cleaner									P 2 8 66			P 2 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 22 66	P 27 66		
Fortune Teller, Palm Reader, or Psychic																							P 22			
Funeral Home											C	C	P 3	P 3		P 3		C 16	C 16	C 16					A 3 67	
Interior Decorator Studio							P 18					P	P	P	P	P	P 11	P 11	P 11	P 11	P 11	P 11	P 22	P		
Landscaping Debris Stockpiling																							C 103			
Locksmith												P 1	P	P	P	P							P 22	P		
Mobile Vending Unit (MVU)									P 54		P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54

ORDINANCE EXHIBIT “A”

Personal Care (Beauty, Hair, Nails)						P 18 68			P 8 68			P 1 68	P 68	P 68	P 68	P 68	P 17 68	P 17 68	P 17 68	P 17 68	P 17 68	P 17 68	P 22 68	P 27 68			
Pet Care (Boarding and Daycare)												A 69	C 69	C 69	C 69	C 69	C 16 69	C 16 69	C 16 69				P 3 22 69	C 27 69			
Pet Care (Grooming)												P	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27			
Pet Care (Veterinary Services)										P	P	P	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27			
Photography Studio						P 18					P	P 18	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27	A 20	A 20	
Postal/Mail Center											A 70	P 1 70	P 70	P 70	P 70	P 70	P 16 70	P 16 70	P 16 70	P 16 70	P 16 70	P 16 70	P 22 70	P 28 70			
Rental of Moving Vehicles & Equipment																							A	A			
Repair/Maintenance, Personal and Household Goods									P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 22	P			
Repair, Rental, & Maint of Home/Garden Tools													P 71	P		P 71							P 12				
Repair, Rental, & Maint of Office, Home Equip												P	P	P	P	P	P 10 17	P 17	P 17	P 17		P 17	P	P			
Travel Agency						P 18 19					P 1	P 1 19	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27			
Tuxedo, Formal Wear, Costume Rental												P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 27			
Videos, Games & DVD Rental												P 1	P	P	P	P	P	P 14	P 14	P 14	P	P		P 27			
	OFFICE & HEALTH CARE																										
Bank and Financial Office											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31			
Business or Professional Office						P 18 19			P 8		P	P 18 19	P	P	P	P	P 73	P 73	P 73	P 73	P 73	P 73	P 22	P 28 31			
Call Center											P	P	P	P	P 5	P	P 5	P 5	P 5	P 5	P 5	P 5	P 13	C 29			

ORDINANCE EXHIBIT “A”

Contractor											P	P	P	P	P	P							P	P		
Copying, Printing, and Sign Design											P	P 2	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P		
Counseling											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Diet/Nutrition Center											P	P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27 31		
Hospital																									P 72	
Information and Data Processing											P	P 1	P	P	P	P							P	P 29		
Investigative Service									P 8		P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Manufacturer Representative											P 1	P 1	P	P	P	P	P						P	P 24 28 31		
Medical Care or Testing (In-patient)											P 14 101 102	P 14 101 102	P 14 101 102			P 14 101 102										
Medical or Dental Imaging/Testing/ Support Services											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 24 27 31		
Medical or Dental Laboratory														P									P 13	P 29		
Medical or Dental Office (Out-patient)											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Real Estate Business						P 18 19					P	P 18 19	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
Social Service Agency					C 74	C 74					P	P														
Temporary Employment Agency											P	P	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
		ARTS, ENTERTAINMENT & RECREATIONAL																								
Adult Entertainment													C 75	C 75		C 75							P 13 75	P 75		
Artist Studio						P 18						P 18	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P	P	A 20	A 20
Arts Campus						P 18																			P 18	P 18

ORDINANCE EXHIBIT “A”

Entertainment, Indoor												P 1 77	P	P	P	P	P 11	P 11 14	P 11 14	P 11 14	P 11	P 11	P 22 77	P 27		A 21	
Entertainment, Outdoor													C 78			C 78											
Gym, Fitness & Health Club						P 18 19							P	P	P	P	P 10 11	P 11 14	P 11 14	P 11 14	P 11	P 11		P 27			
Indoor Athletic Instruction/Training						P 18 19						P 1	P	P	P 1	P	P	P 14	P 14	P 14	P 1	P 1	P	P			
Marina, (including Yacht Club)								P 79							P 79			P 11 79	P 11 79	P 11 79	P 11 79	P 11 79					
Museum						P 18						P 18									P				P	P 18	
Rentals, Recreational (bicycles, canoes, personal watercraft)													P	P	P	P	P 11	P 11 14 80	P 11 14 80	P 11 14 80	P 11	P 11				A 21	
Shooting Range, Indoor													P	P		P								P 4 29			
Sightseeing & Scenic Tours											P 81	P 81	P 81	P 81	P 81	P 81	P 11 81	P 11 81	P 11 81	P 11 81	P 11 81	P 11 81					
Theater						P 18 82						P 18 82	P 82	P 82	P 82	P 82	P 11 82	P 11 14 82	P 11 14 82	P 11 14 82	P 11 82	P 11 82			P 20 82	P 18 82	
		PUBLIC & CIVIC USES																									
Cemetery											A 3 83	A 3 83	A 3 83	A 3 83		A 3 83		A 3 83	A 3 83	A 3 83					P		
Church	C 33 84	C 33 84	C 33 84	C 33 84	C 84	C 84			P		P	P					P 15	P 15	P 15	P 15							
Civic & Fraternal Club/ Organization											P 3	P 3					C 15	C 14 15	C 14 15	C 14 15				P 31			
Government, Municipal Office/ Emergency/ Civic Facilities	P 85	P 85	P 85	P 85	P 85	P 85		P 85	P 85		P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 25	P	P	
Government, Municipal Utility/ Support Facilities																									P		

ORDINANCE EXHIBIT “A”

Government, Non-Municipal Office Facilities											P 1	P 1	P 1 5	P 1	P 1 5	P 1 5	P 5 86	P 86	P 86	P 5 86	P 5 86	P 5 86	P 86	P 24 25 28 31 86	P		
Government, Non-Municipal Utility/ Support Facilities																									P		
Government, Post Office													C	C		C	C			C	C	C			P		
	EDUCATIONAL																										
College, Seminary, University											P	P	C			C		P 15	P 15	P 15					P		
Day Care	C 33 87	C 33 87	C 33 87	C 33 87	C 87	C 87			P 8 87		C	C	C	C	C	C 87	P 11	P 11 14	P 11 14	P 11 14	P 11	P 11	P 22				
School, Industrial & Trade														C									P 22	P 26			
School, Primary and Secondary	C 33	C 33	C 33	C 33	C	C			P															P 25	P		
School, Professional & Technical						P 18					P	P 18	P	P	P	P	P 15	P 15	P 15	P 15		P 15		P 24 27 31			
Tutoring and Testing Centers											P	P	P	P	C	P	P 11	P 11	P 11	P 11	C 11	C 11	P 22	P 24 27 31			
	INDUSTRIAL Manufacturing, Fabrication & Processing																										
Bakery, Commercial														C 9									P 9	P 26			
Beverage Mfg														C 9									P 9	P 26			
Converted Paper Product Processing																							P 13	P 26			
Dairy Products Mfg														C 9									P 9	P 26			
Electrical Equipment, Appliance & Component Assembly																							P 13	P 26			
Food Processing														C 9									P 9	P 26			
Footwear & Other Leather Products																							P 23	P 26			

ORDINANCE EXHIBIT “A”

Frozen Food														C 9									P 9	P 26		
Furniture Products																						P 23	P 26			
Glass Products																						P 23	P 26			
Ice Cream & Frozen Dessert														C 9									P 9	P 26		
Jewelry Mfg																						P 23	P 26			
Medical Equipment & Supplies																						P 23	P 26			
Metal, Fabricated Products																						P 23	P 26			
Motor Vehicle Seating & Interior Trim																						P 23	P 26			
Ornamental, China, Fine Earthenware, & Pottery																						P 23	P 26			
Paint, Coating & Adhesive																						P 23	P 26			
Pharmaceutical & Medicine																						P 23	P 26			
Plastic Products																						P 23	P 26			
Rubber Products																						P 23	P 26			
Soap & Toiletry																						P 23	P 26			
Sporting Goods and Toys																						P 23	P 26			
Stone cutting & finishing																						P 23 88	P 26 88			
Textile Products																						P 23	P 26			
Wood Products																						P 23	P 26			
	INDUSTRIAL Storage, Distribution & Wholesale Trade																									
Packing & Shipping, Trucking, and Moving																						P 13	P 29			
Storage, Boats/ Motor/Recreational Vehicles															A 89					A 89	A 89		A 89	P 13 89		

ORDINANCE EXHIBIT “A”

Storage, Self-Service																	C 5 11 90	C 5 11 90	C 5 11 90	C 5 11 90				P 90			
Warehouse, Internet Sales														P										P	P 26		
Warehousing														C 12										P 23	P 26		
Wholesale Trade														C 12										P 23	P 26		
	INDUSTRIAL Services																										
Boat Repair																								P 13 91			
Carpet and Upholstery Cleaning Services														P 92										P 22	P 26		
Contractor's Workshop														P 93										P 23 93	C29 93		
Dry Cleaning Plant																								P 13	P 26		
Exterminating and Pest Control																								P 3 13	P 26		
Glass and Mirror														P										P 23	P 26		
Janitorial and General Cleaning														P										P 13	P 26		
Lawn Maintenance & Landscaping Service														P 94										P 13 94			
Publishing & Commercial Printing																								P 23	P 26		
Radio & TV Broadcasting											P 95	P 95	P 95	P 95	P 95	P 95								P 95	P 29 95		
Recording Studio													P	P	P	P								P	P 29		
Rental/Leasing, Industrial & Commercial Equipment																								P 13 32			
Repair/Maint enance, Industrial & Commercial Equipment																								P 13 32			
Research & Development, Scientific/ Technological																								P 96	P 29 96		
Security Services													P	P		P								P 13	P 29		

ORDINANCE EXHIBIT “A”

Sewer/Septic & Waste Mgmt Cleaning													P 1 98	P 98	P 98	C 98	P 98								P 3 13 97	C 4 26 97		
Taxi, Limo, Charter Bus													P 1 98	P 98	P 98	C 98	P 98								P 3 13 98			
Testing Laboratory																								P 13	C 26			
Towing, Motor Vehicle																								P 3 13				
	AGRICULTURAL																											
Community Garden	P 99	P 99	P 99	P 99	P 99	P 99		P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99					

1. General Note. Gross floor area shall not exceed five thousand (5,000) square feet.



**DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-035**

TO: Chair and Members
Planning & Development Board

FROM: Michael Rumpf
Planning and Zoning Director

DATE: May 18, 2016

RE: Approve Zoning Use Amendments (CDRV 18-003) Amending the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (*Zoning Matrix and Notes*), to increase provisions for contractors offices, civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site.

EXPLANATION & PROPOSED AMENDMENTS

Staff proposes a small group of amendments to the Terms and Definitions, the Zoning Use Matrix, and Matrix Notes of the City's Land Development Regulations (LDR) intended to promote business growth in the City. Whether realized over the past several years, or just recently, changes are deemed warranted to the use regulations as discovered through public inquiries or from staffs independent findings.

The proposed amendments are relatively simple and therefore have not involved significant analysis and documentation. These proposed amendments are described briefly below and within the marked-up excerpts from the LDR as provided in Exhibits "A" and "B":

- Camping equipment, RVs and Boats – Staff proposes amendments to a definition for a use, and to the restrictions on the exterior storage of merchandise to accommodate the retailing of outdoor recreational merchandise. The zoning use labeled "Art, Book, Craft, Hobby, Music, Sporting Good, & Toy Store" is defined to include businesses that retail a host of products ranging from art supplies to toys. As part of the sporting goods group in the definition, staff proposes to include camping equipment, boats, trailers and recreational vehicles to clarify the range of goods allowed. Staff also proposes that the regulations on the permanent outdoor storage or display of merchandise be amended to accommodate such oversized items on-site without negatively affecting the site or abutting properties.
- "CIVIC & FRATERNAL CLUB/ORGANIZATION" – This principally office use was possibly inadvertently excluded from the Planned Industrial Development District (PID)

when previously identifying and amending the LDR regarding non-industrial uses within the City's industrial areas, namely the planned industrial parks or PIDs. Unlike the other PIDs in the City, the Quantum Park PID master plan contains parcels solely designated for office uses. Staff proposes that the Zoning Use Matrix be amended to add this use back to the PID District, for those parcels designated for such offices use, consistent with the regulating of other business offices.

- “CONTRACTORS” – The City's Zoning Regulations include definitions for “Contractor” and “Contractor's Workshop”. While “Contractor's Shops” are defined to describe the different light industrial processes that a contractor would typically operate, including storage of materials and vehicles, the definition for “Contractor” only includes the different trades that make up the “Contractor” category but not the performance characteristics of the business operation. Staff on occasion has administratively interpreted this use to mean the business office for the Contractor; however, the Zoning Matrix does not allow the “Contractor” use within the C-1 (Office Professional) Zoning District. Staff proposes to separate the term/definition for “Contractor” into two separate terms/definitions to clarify and differentiate accordingly. The Zoning Matrix would also be amended to recognize the contractor's office use (under the “Office and Healthcare” Category), to be allowed in the office and commercial districts, as well as in the PID district.
- Crematorium – The City's current Zoning Regulations only permits this aspect of funeral home services if accessory to a Funeral Home or Cemetery. Staff has received inquiries and requests for “stand alone” crematorium services, including for pets. The proposed amendments would add a term/definition for a “Crematorium”, and provisions within the Zoning Matrix to accommodate said uses in the City's two industrial districts, M-1 and PID, Planned Industrial Development District. Related to past inquiries, staff also proposes the minor amendment to the definition for *Funeral Home* to include crematorium services for pets.
- “ESSENTIAL SERVICES AND INFRASTRUCTURE” – The current definition for this term is proposed to be expanded to include infrastructure that has a purpose of supporting a specific (rather limited) geographic area of the City such as a single project or multiple developments. This amendment would support, in part, the use of district energy plants (DEP) within the City including the planned facility at the Town Square project. Currently, such infrastructure would be defined along with the large, city-wide utility plants titled “Government, Municipal Utility/Support Facility”, and would therefore be limited to the City's Public Usage zoning district. Given the purpose and size of a DEP, it is important and appropriate to allow such facilities within various zoning districts, in addition to the Public Usage zoning district.

As indicated in the following excerpt from the Land Development Regulations (Chapter 3, Article IV, Section 3.B.9), “Essential Services and Infrastructure” are allowed in all zoning districts:

“9. Essential Services and Infrastructure. Essential services and infrastructure as defined in [Chapter 1, Article II](#) are allowed in all zoning districts, contingent upon meeting all city codes and regulations. Additional regulations and standards, such as

landscaping or other types of screening, may apply on a case-by-case basis as determined by the Director of Planning and Zoning.”

- Rental of moving vehicles and equipment - In response to past inquiries about locations where moving trucks and related equipment can be rented, staff proposes to amend the definitions for “Packing & Shipping, Trucking and Moving”, and “Storage, Self-Service” to allow the rental of said vehicles and equipment as accessory to these principal businesses. For user-friendliness, the Zoning Matrix would also be amended to include this accessory use.
- “DIET AND NUTRITION CENTER” – This use is organized in the Zoning Matrix under the “Office and Healthcare” group, but is the only use in that group that is not allowed within the C-1, Office Professional zoning district. Staff proposes to amend the Matrix to allow this use within the C-1 district similar to how the matrix regulates doctors offices, counselors, real estate offices, banks and financial offices and general business and professional offices.
- Sale of motor vehicles manufactured, assembled or customized on site – Although not common throughout the City, there are businesses that engage in the assembly and customizing of motor vehicles (including motorcycles). To support such business enterprises, staff proposes the simple amendments to the Zoning Matrix Notes to increase the sales provisions if accessory to the principal use including the manufacturing, assembling or customizing of motor vehicles. The regulations still prohibit the outdoor display of merchandise, for parking capacity and aesthetic reasons. However, most sales by such businesses are conducted using trade publications and the internet.

CONCLUSION/RECOMMENDATION

Staff proposed the subject amendments to the LDR to support business retention, attraction and expansion.

Attachments

S:\Planning\SHARED\WP\SPEC PROJ\CODE REVIEW\CDRV 18-003 Matrix & Notes Updates\Staff Report.doc

EXHIBIT “A”

PROPOSED AMENDMENTS

CODE OF ORDINANCES PART III. LDR, CH. 1, ART. II. DEFINITIONS:

ART, BOOK, CRAFT, HOBBY, MUSIC, SPORTING GOOD, & TOY STORE - Establishments primarily engaged in the retail sale (including accessory repair service) of one or more of the following: 1) art for retail sale in art galleries; 2) new books or magazines; 3) craft and hobby items, including sewing machines and supplies, new fabrics, patterns, yarns, needlework and the like; 4) new compact and digital video disks, musical instruments, and sheet music; 5) sporting goods and supplies, including scuba equipment, bicycles, mopeds, and motor scooters (with engines not exceeding 150 cubic centimeters); camping equipment, boats, trailers and recreational vehicles; or 6) toys. Any motorized moped or scooter with an engine in excess of 150 cubic centimeters is classified as a "motorcycle" and regulated as a **NEW** or **USED**

“CIVIC & FRATERNAL CLUB/ORGANIZATION” - A registered association of persons for the promotion of some non-profit common objective, involving literature, science, politics, or community service, which meets periodically and is limited to members and guests. This use and/or establishment is primarily comprised of the office function of the organization supporting administrative and business affairs, document storage and maintenance, and meeting facilities for members and guests.

CONTRACTOR - A contractor undertakes trades of a type that are specialized to assist in building construction and remodeling. This definition includes but is not limited to heating, air conditioning, plumbing, roofing, paving, underground, and landscaping. This establishment is limited to the office and administrative function of a Contractor. This would exclude the storing and operating of equipment and special purpose vehicles and/or trailers typically used in providing services by the contractor, and not commonly used for general transportation purposes on a day-to-day basis by employees. Such storage and operation is allowed at a Contractor’s Workshop (See “Contractor’s Workshop”).

CONTRACTOR'S WORKSHOP – The functions of a Contractor establishment An enclosed space used for including the housing and/or operating of machinery, the provision of services, the fabrication of building-related products, and interior storage. This may also include the administrative function of a Contractor.

CREMATORIUM – An establishment containing properly installed, certified apparatus used in the act of cremation.

ESSENTIAL SERVICES AND INFRASTRUCTURE - Services and infrastructure provided by governmental entity or public/private utility, such as underground, surface, or overhead electrical, gas, steam, water, sanitary sewage, and stormwater drainage structures, which are necessary for the health, safety, and general welfare of the public. This includes but is not necessarily limited to infrastructure and facilities intended to support a limited service area of the City such as lift stations, district energy plants, and power substations. This use excludes wireless

communication facilities (WCF) as defined in the Land Development Regulations Chapter 3, Article V, Section 13.

FUNERAL HOME - An establishment engaged in preparing the dead (including pets) for burial or interment and conducting funerals (i.e., providing facilities for wakes, arranging transportation for the dead, selling caskets and related merchandise). This would include a crematorium as an allowable accessory use.

PACKING & SHIPPING, TRUCKING, AND MOVING - An establishment primarily engaged in packing, crating, and otherwise preparing goods for transportation. These establishments provide over-the-road transportation of cargo using motor vehicles, such as trucks and tractor-trailers. Accessory to this use includes the rental of moving trucks, trailers and related equipment and accessories.

STORAGE, SELF-SERVICE - An establishment engaged in the storage of personal property in facilities where individual owners control individual storage bays. This use includes both limited-access and multi-access facilities. Accessory to this use includes the retail sale of merchandise related to the packing, shipping/storing, and moving of personal items, as well as the rental of moving vehicles, trailers and related accessories.

CODE OF ORDINANCES PART III. LDR, CH. 3, ART. IV., SECTS. 3.D:

Matrix Footnotes No. 44 and No. 45:

44. Auto Dealer, (New & Used).

a. C-4 district. Allowed only as a conditional use accessory to the repair or customizing of motor vehicles. No outdoor storage of vehicles, for sale shall be permitted.

b. MU-L3 district and MU-H district.

(1) General. Indoor storage/display only and shall not exceed ten thousand (10,000) square feet. This use excludes automotive, minor repair, and auto car/wash. Conditional use approval shall be required if all or a portion of the inventory is located within a parking garage/structure.

(2) Access. Shall not be directly from any major roadway.

(3) Storage. No outside storage of materials, parts, and vehicles.

(4) Design. Pursuant to [Chapter 4, Article III, Section 3.A.7](#), overhead doors shall not be visible from any major roadway frontage.

(5) Loudspeakers. No exterior loudspeakers or paging equipment shall be permitted on-site.

c. M-1 district. Allowed only as a conditional use accessory to the repair, manufacturing, assembling or customizing of motor vehicles. No outdoor storage of vehicles for sale shall be permitted.

d. PID district. This non-industrial use is allowed within the PID district as a conditional use. Also, within the Quantum Park PID such uses are limited to lots with an Industrial (I) use option or Industrial/R (with retail sales) option. Vehicle inventories must be stored/displayed indoors. A pre-existing business located on Quantum Park lots 77 through 80 is exempt from the

requirements relative to conditional use approval, outdoor storage or display of vehicle inventories, and locating on lots with the “I” and “I/Retail” use options.

45. Boat Dealer/Rental.

a. C-3 District. Boat dealer/rental, as a principal use, shall exclude the repair or service of vessels on the premises. No outdoor storage of boats shall be permitted.

b. C-4 District. Conditional use approval shall be required if merchandise is to be stored outdoors. Outdoor storage areas shall be adequately screened from abutting properties and rights-of-way, with the exception that a single merchandise item may be visible from abutting rights-of-way. The display must be in combination with project signage, and the setback, landscaping and design of this site feature shall minimize the visual impact on the adjacent roadway. If any vehicle use areas are not separated by an intervening building and visible from an arterial roadway, right-of-way landscaping shall be in accordance with the City’s Urban Landscape Code except that the width shall be at least 10 feet, it shall include a berm, and enhanced with additional plants selected and maintenance to facilitate, varying growth heights to provide some screening of the space between the hedge material and tree canopies. The landscaping required to represent “adequate” screening, as well as the appropriate design of the merchandise display feature and right-of-way landscaping shall be determined as part of the conditional use review process.

c. PCD District. Boat dealer/rental, as a principal use, shall exclude the repair or service of vessels on the premises. No outdoor storage of boats shall be permitted. Inventories must be stored/displayed indoors.

d. MU-4 District and MU-H District. Boat dealer/rental is allowed as an accessory use to a marina but conditional use approval is required. No exterior loudspeakers or paging equipment shall be permitted on-site. Storage/display allowed only in wet docks or indoor not to exceed ten thousand (10,000) square feet. The sales, rental, service, repairs, and storage of marine trailers are prohibited.

e. M-1 District. Allowed only as a conditional use accessory to the repair, manufacturing, assembling or customizing of boats. Outdoor storage areas shall be adequately screened from abutting properties and rights-of-way.

f. PID District. Required conditional use approval. Also, within the Quantum Park PID such uses are limited to lots with an Industrial (I) use option or Industrial /R (with retail sales) option. Inventories must be stored/displayed indoors.

CODE OF ORDINANCES PART III. LDR, CH. 3, ART. V., SECTS. 5 & 8:

Sec. 5. Exterior Display of Merchandise.

A. *Districts.* The temporary exterior display of retail merchandise is allowed in all commercial and mixed use zoning districts.

B. *Type of Merchandise.* The temporary exterior display of retail merchandise is allowed, provided that said merchandise is sold by the operator of the respective business occupying the establishment, and is of the same type of merchandise typically sold within the building.

C. *On-Site Location.* The temporary exterior display of retail merchandise shall be completely contained within the boundaries of the subject property or leased parcel. Retail merchandise shall be displayed on hard surfaces only and if placed within walkways, shall not

obstruct or impede pedestrian movement or cause noncompliance with ADA accessible route requirements. Merchandise shall not be placed within easements, landscaped areas, required off-street parking and vehicular use areas, rooftops, or anywhere that would create a hazard to the public. Any property owner desiring to display merchandise within off-street parking areas would need to obtain a special sales event permit in accordance with Section 6 below.

D. *Hours of Display.* Retail merchandise shall be secured and stored inside a principal or accessory building at the close of business hours, unless said merchandise is placed on-site more than three hundred (300) feet from any arterial or collector street right-of-way and complies with the location criteria of paragraph C. above or approved as part of a special sales event, as described in Section 6 below. If abutting a local street, landscape buffering must meet or exceed the minimum standards of Chapter 4, Article II to minimize any visual impacts upon abutting right-of-way or nearby properties. In these instances, merchandise may remain outdoors after business hours, contingent upon review and approval through the site plan modification process.

E. *Miscellaneous.*

1. Live Plants. The exterior display of live plants in connection with a nursery, garden center, and farm supply establishment is exempt from the three hundred (300)-foot distance requirement of paragraph D. above and may remain outdoors after normal business hours provided that its placement complies with the location criteria of paragraph C. above.

2. Seasonal Sales Event. See Section 7 below for additional regulation regarding the seasonal sales event and the temporary exterior display of Christmas trees, pumpkins, and fireworks.

3. Permanent Exterior Storage of Merchandise and Equipment. See Section 8 below for the permanent exterior storage of retail merchandise or equipment.

Sec. 8. Permanent Exterior Storage of Merchandise and Equipment.

A. *Purpose and Intent.* The purpose and intent of these Regulations is to establish minimum requirements for the permanent exterior storage of retail merchandise or equipment, in order to discourage the exterior placement of said merchandise or equipment in an unsightly, distracting, cluttered, or hazardous manner. These Regulations shall not supersede, but rather supplement any specific regulations pertaining to the exterior storage of merchandise or equipment as a principal use.

B. *Districts.* The permanent exterior storage of retail merchandise or equipment is allowed in the C-3, C-4, PCD, PID, and M-1 zoning districts.

C. *Site Plan Required.* The area allocated for the permanent exterior storage of retail merchandise or equipment shall be shown on the site plan in accordance with [Chapter 2, Article II, Section 2.F.](#)

D. *Type of Merchandise/Equipment.* The permanent exterior storage of retail merchandise or equipment is allowed, provided that said merchandise/equipment is owned by the operator of the respective business occupying the establishment, and is of the same type of merchandise or equipment typically sold or stored within the principal building. No exterior storage of building or construction materials shall be allowed anywhere, except for that which is stored in connection with a lawfully operating business (e.g., CONTRACTOR) as provided for in [Chapter 3, Article IV, Section 3.](#)

E. *On-Site Location.* Storage areas shall be completely contained within the boundaries of the subject property or leased parcel.

The permanent exterior storage areas shall be placed behind the front or side corner building setbacks line where located in the C-3, C-4, and PID districts. This restriction shall also apply to properties located along arterial or collector roadways when located in the M-1 districts.

1. Required Surface. In the C-3 and PID districts, the permanent exterior storage of retail merchandise or equipment shall be placed on improved and hard surfaces only, including vehicular use areas and excess off-street parking spaces.

2. Prohibitions. If placed within walkways, the permanent exterior storage areas shall not obstruct or impede pedestrian movement or cause noncompliance with ADA accessible route requirements. In addition, storage areas shall not:

a. Be placed within required off-street parking spaces;

b. Obstruct or impede vehicular movement;

c. Cause noncompliance with any of the off-street parking or vehicular use area standards of [Chapter 4](#); or

d. Abridge any easement rights without approval from the affected utility company or the city and shall not be located within landscaped areas, rooftops, or otherwise create a hazard to the public.

F. *Size.* The area allocated to the permanent exterior storage of retail merchandise or equipment shall be restricted in size where properties are located within the following districts:

1. C-3 District. The size of the permanent outdoor storage area shall be limited to one percent (1%) of the gross floor area of the principal building(s)/leased space.

An additional one percent (1%) of storage area (based upon the gross floor area of the leased space/principal building(s)) may be granted, subject to the approval of an administrative adjustment. See [Chapter 2, Article II, Section 4.A.](#) for the administrative adjustment process.

2. PCD District and PID District. The size of the permanent outdoor storage area shall be limited to fifteen percent (15%) of the gross floor area of the principal building(s)/leased space.

G. *Additional Screening.* ~~In the C-3, C-4, and PID districts, To further address potential aesthetic impacts, where determined necessary due to type of merchandise or magnitude of off-site visibility, the Planning & Zoning Director may require additional screening/buffering. the area allocated for the permanent exterior storage of merchandise or equipment shall be adequately screened where visible from an abutting property or right-of-way. This restriction shall also apply to properties located along arterial or collector roadways within the M-1 district. Screening material, which may include walls, fences, or hedges, must result in an opaque surface to limit the visibility of said merchandise or equipment from abutting properties or rights-of-way.~~

A landscape barrier (in accordance with [Chapter 4, Article II, Section 3.B.](#) and [Section 3.C.](#)) may be required ~~in all instances~~ where the outdoor storage area abuts an incompatible land use, ~~or zoning district, and/or right-of-way.~~

Code of Ordinances, Part III. LDR Ch. 3, Art. IV. Sect. 3.D Zoning Matrix

Use Matrix (Table 3-28).

P = Permitted C = Conditional A = Accessory			Residential									Commercial					Mixed-Use								Industrial		Misc.	
		R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD √	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU Core	M-1	PID	PU	REC	
		RESIDENTIAL & LODGING																										
Accessory Dwelling Unit							P 36					P 36	P 36	P 36	P 36									P 36		P 20 36	P 20 36	
Bed & Breakfast		C 37	C 37	C 37	C 37		C 37						C 37			C 37												
Dwelling, Single- family (detached)		P 34	P 34	P 34	P 34	P 34	P 19 34	P	P 34	P 34			P 18 19 34					P 34								A 20 34	A 20 34	
Dwelling, Two-family (duplex)						P 34	P 19 34	P	P 34	P 34			P 18 19 34	P 34 38		C 34	P 34 38	P 34	P 34	P 34	P 34		C 34			A 20 34	A 20 34	
Dwelling, Multi-family							P 19 34	P	P 34	P 34			P 18 19 34	P 34 39		C 34	P 34 39	P 34	P 34	P 34	P 34	P 6 34	P 6 34		P 27 34	A 20 34	A 20 34	
Dwelling Units in Mixed Use Buildings							P 18 19 34						P 18 19 34			P 34		P 34	P 34	P 34	P 34	P 6 34	P 6 34		P 27 34	A 20 34	A 20 34	
Group Home Type 1 (2 per room up to 10 residents, limited service)		P 40	P 40	P 40	P 40	P 40	P 40																					
Group Home Type 2 (2 per room up to 14 residents, limited service)						P 14 40	C 40	C 40		C 40																		
Group Home Type 3 (comprehensive service)							C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40						
Hotel & Motel														P 41	P 41	P 41	P 41	C 41	C 41	C41	C 41	P 41	P 41		P 41			

EXHIBIT “B”

Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27			
Manufactured Home										P 34																	
Townhouse							P 19 34	P	P 34	P 34			P 18 19 34	P 34		C 34	P 34	P 34	P 34	P 34	P 34	P 34		P 27 34	A 20 34	A 20 34	
	<div>COMMERCIAL</div> <div>Retail Sales</div>																										
Art, Book, Craft, Hobby, Music, Sporting Goods, & Toys							P 18						P 1	P	P	P 43	P	P 10 17	P 17	P 17	P 17	P 17		P 28 43	A 20	A 20	
Auto Dealer, New																					P 14 16 44		P 14 16 44		P 44		
Auto Dealer, Used																					P 14 16 44		P 14 16 44		P 44		
Automotive Parts Store														P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 23	P 27		
Beer, Wine, & Liquor Store														P 35		P 35	P 35	P 17 35	P 17 35	P 17 35	P 17 35	P 17 35		P 15 27 35			
Boat Dealer/Rental															C 45							A 16 45	A 16 45				
Cleaning Supply Store (Swimming Pool, Janitorial)													P 1	P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 22	P 28		
Clothing & Accessories							P 18						P 1	P	P	P	P	P 10 17	P 17	P 17	P 17	P 17		P 28 30			
Convenience Store										P 2 3 8 35			P 2 3 35	P 3 35	P 3 35	P 7 35	P 35	P 17 35	P 17 35	P 17 35	P 17 35	P 1 11	P 17 35	P 22 35	P 15 27 35		

EXHIBIT “B”

Cosmetics, Beauty supply, & Perfume						P 18						P 1	P	P	P	P	P 10	P	P	P	P 17	P		P 28 30		
Electronics & Appliance Store												P 1	P	P	P	P	P 10	P 14	P 14	P 14	P 17	P	P 22	P 28 30		
Florist						P 18			P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Furniture & Home furnishing						P 18						P 1	P	P	P	P	P 10 17	P 17	P 17	P 17	P 17	P 17	P 22	P 2 28 30		
Gasoline Station												C 46	C 46	C 46		C 46				C 16 46		C 16 46				
Grocery Store													P		P	P	P 10 17	C 17 47	P 17 47	P 17 47	P 17	P 17 47		P 27		
Hardware Store												P 2	P	P	P 48	P	P 17	P 17 48	P 17 48	P 17 48	P 17 48	P 17 48	P 22	P 27 48		
Health & Personal Care (Eyeglass, Medical Supplies, Hearing-Aids)						P 18 68					P	P	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Home Improvement Center													P			P	P 10 16							P 16 27 49		
Jewelry, Luggage, & Leather Goods						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Marine Accessories												P 1 50	P	P	P	P	P 17	P 17 50	P 17 50	P 17 50	P 17 50	P 17 50	P 22	P 28		
Merchandise, New (Supercenter, Discount, Department, Club)													P			P	P 10 16							P 16 27 51		
Merchandise, Used (Antique Shop)						P 18 52						P 1 52	P 52	P 52	P 52	P 25	P 17 52	P 17 52	P 17 52	P 17 52	P 17 52	P 17 52		P 27 52		
Merchandise, Used (Other)													P 53	P 53		P 53								P 15 27 53		
Mobile Vending Unit												P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54		P 54		

EXHIBIT “B”

(MVU)																										
Multiple-Vendor Market													P 55	P 55		P 55								P 15 27 55		
Novelty, Gift, Souvenir, & Miscellaneous						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 1 11	P 17		P 27	A 20	A 20 21
Nursery, Garden Ctr. & Farm Supply												P 2 3 56	P 3 56	P 3 56		P 3 56							P 3 22 56			
Office Supplies & Stationery												P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Pet Store & Supplies						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Pharmacy & Drug Store											P 1 57	P 2 57	P 57	P 57	P 57	P 57	P 17 57	P 17 57	P 17 57	P 17 57	P 17 57	P 17 57		P 15 27 57		
Restaurant						P 18 58					A 58	P 2 58	P 58	P 58	P 58	P 58	P 17 58	P 17 58	P 17 58	P 17 58	P 17 58	P 17 58	P 58	P 27 58	A 20 58	A 20 21 58
Restaurant, Take-out						P 18			P 2 8			P 2	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 59	P 28	A 20	A 20 21
Showroom warehouse (single-product line)													P 100			P 100	P 100							P 100		
Specialty Food Store						P 18						P 2	P	P	P	P	P	P	P	P	P	P 2 11	P		P 27	
Tile and Carpet													P	P		P	P 10 17	P 17	P 17	P 17		P 17	P 22	P 24 28		
	COMMERCIAL Services																									
Auto Broker													P	P	P	P				P		P	P	P		
Auto/Car Wash (Polishing, Waxing, Detailing)												A 60	C 60	C 60		C 60								A 60		

EXHIBIT “B”

Auto/Car Wash, Self-serve Bay													C	C		C											
Automobile Rental													A 61	P 3 61		C 61				P 16 61		P 16 61					
Automotive, Minor Repair												A 62	C 62	P 3 62		C 62							P 3 62	A 62			
Automotive, Major Repair																							P 3 13 63				
Automotive Window Tinting/Stereo Installation/Alarms												A 64	P 64	P 64		C 64							P 64	P 26			
Bar & Nightclub													C	C	C	C	C 16		C 14 16	C 14 16	C 16	C 16		C 27			
Caterer												P	P	P	P	P							P 22	C			
Check Cashing													P 65	P 65		P 65								P 27			
Coin-operated Laundry									P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17				P 27			
Crematorium																							P	P			
Day & Trade Labor Pool (Temporary Help)														C									P 13				
Dry Cleaner									P 2 8 66			P 2 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 22 66	P 27 66			
Fortune Teller, Palm Reader, or Psychic																							P 22				
Funeral Home											C	C	P 3	P 3		P 3		C 16	C 16	C 16					A 3 67		
Interior Decorator Studio						P 18						P	P	P	P	P	P 11	P 11	P 11	P 11	P 11	P 11	P 22	P			
Landscaping Debris Stockpiling																							C 103				
Locksmith												P 1	P	P	P	P							P 22	P			
Mobile Vending Unit (MVU)									P 54		P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54

EXHIBIT “B”

Personal Care (Beauty, Hair, Nails)						P 18 68			P 8 68			P 1 68	P 68	P 68	P 68	P 68	P 17 68	P 17 68	P 17 68	P 17 68	P 17 68	P 17 68	P 22 68	P 27 68			
Pet Care (Boarding and Daycare)												A 69	C 69	C 69	C 69	C 69	C 16 69	C 16 69	C 16 69				P 3 22 69	C 27 69			
Pet Care (Grooming)												P	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27			
Pet Care (Veterinary Services)										P	P	P	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27			
Photography Studio						P 18					P	P 18	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27	A 20	A 20	
Postal/Mail Center											A 70	P 1 70	P 70	P 70	P 70	P 70	P 16 70	P 16 70	P 16 70	P 16 70	P 16 70	P 16 70	P 22 70	P 28 70			
Rental of Moving Vehicles & Equipment																							A	A			
Repair/Maintenance, Personal and Household Goods									P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 22	P			
Repair, Rental, & Maint of Home/Garden Tools													P 71	P		P 71							P 12				
Repair, Rental, & Maint of Office, Home Equip												P	P	P	P	P	P 10 17	P 17	P 17	P 17		P 17	P	P			
Travel Agency						P 18 19					P 1	P 1 19	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27			
Tuxedo, Formal Wear, Costume Rental												P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 27			
Videos, Games & DVD Rental												P 1	P	P	P	P	P	P 14	P 14	P 14	P	P		P 27			
	OFFICE & HEALTH CARE																										
Bank and Financial Office											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31			
Business or Professional Office						P 18 19			P 8		P	P 18 19	P	P	P	P	P 73	P 73	P 73	P 73	P 73	P 73	P 22	P 28 31			
Call Center											P	P	P	P	P 5	P	P 5	P 5	P 5	P 5	P 5	P 5	P 13	C 29			

EXHIBIT “B”

Contractor											P	P	P	P	P	P							P	P		
Copying, Printing, and Sign Design											P	P 2	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P		
Counseling											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Diet/Nutrition Center											P	P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27 31		
Hospital																									P 72	
Information and Data Processing											P	P 1	P	P	P	P							P	P 29		
Investigative Service									P 8		P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Manufacturer Representative											P 1	P 1	P	P	P	P	P						P	P 24 28 31		
Medical Care or Testing (In-patient)											P 14 101 102	P 14 101 102	P 14 101 102			P 14 101 102										
Medical or Dental Imaging/Testing/ Support Services											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 24 27 31		
Medical or Dental Laboratory														P									P 13	P 29		
Medical or Dental Office (Out-patient)											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Real Estate Business						P 18 19					P	P 18 19	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
Social Service Agency					C 74	C 74					P	P														
Temporary Employment Agency											P	P	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
		ARTS, ENTERTAINMENT & RECREATIONAL																								
Adult Entertainment													C 75	C 75		C 75							P 13 75	P 75		
Artist Studio						P 18						P 18	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P	P	A 20	A 20
Arts Campus						P 18																			P 18	P 18

EXHIBIT “B”

Entertainment, Indoor												P 1 77	P	P	P	P	P 11	P 11 14	P 11 14	P 11 14	P 11	P 11	P 22 77	P 27		A 21
Entertainment, Outdoor													C 78			C 78										
Gym, Fitness & Health Club						P 18 19							P	P	P	P	P 10 11	P 11 14	P 11 14	P 11 14	P 11	P 11		P 27		
Indoor Athletic Instruction/Training						P 18 19						P 1	P	P	P 1	P	P	P 14	P 14	P 14	P 1	P 1	P	P		
Marina, (including Yacht Club)								P 79							P 79			P 11 79	P 11 79	P 11 79	P 11 79	P 11 79				
Museum						P 18						P 18									P				P	P 18
Rentals, Recreational (bicycles, canoes, personal watercraft)													P	P	P	P	P 11	P 11 14 80	P 11 14 80	P 11 14 80	P 11	P 11				A 21
Shooting Range, Indoor													P	P		P								P 4 29		
Sightseeing & Scenic Tours											P 81	P 81	P 81	P 81	P 81	P 81	P 11 81	P 11 81	P 11 81	P 11 81	P 11 81	P 11 81				
Theater						P 18 82						P 18 82	P 82	P 82	P 82	P 82	P 11 82	P 11 14 82	P 11 14 82	P 11 14 82	P 11 82	P 11 82			P 20 82	P 18 82
		PUBLIC & CIVIC USES																								
Cemetery											A 3 83	A 3 83	A 3 83	A 3 83		A 3 83		A 3 83	A 3 83	A 3 83					P	
Church	C 33 84	C 33 84	C 33 84	C 33 84	C 84	C 84			P		P	P					P 15	P 15	P 15	P 15						
Civic & Fraternal Club/ Organization											P 3	P 3					C 15	C 14 15	C 14 15	C 14 15				P 31		
Government, Municipal Office/ Emergency/ Civic Facilities	P 85	P 85	P 85	P 85	P 85	P 85		P 85	P 85		P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 25	P	P
Government, Municipal Utility/ Support Facilities																									P	

EXHIBIT “B”

Government, Non-Municipal Office Facilities											P 1	P 1	P 1 5	P 1	P 1 5	P 1 5	P 5 86	P 86	P 86	P 5 86	P 5 86	P 5 86	P 86	P 24 25 28 31 86	P		
Government, Non-Municipal Utility/ Support Facilities																									P		
Government, Post Office													C	C		C	C			C	C	C			P		
	EDUCATIONAL																										
College, Seminary, University											P	P	C			C		P 15	P 15	P 15					P		
Day Care	C 33 87	C 33 87	C 33 87	C 33 87	C 87	C 87			P 8 87		C	C	C	C	C	C 87	P 11	P 11 14	P 11 14	P 11 14	P 11	P 11	P 22				
School, Industrial & Trade														C									P 22	P 26			
School, Primary and Secondary	C 33	C 33	C 33	C 33	C	C			P															P 25	P		
School, Professional & Technical						P 18					P	P 18	P	P	P	P	P 15	P 15	P 15	P 15		P 15		P 24 27 31			
Tutoring and Testing Centers											P	P	P	P	C	P	P 11	P 11	P 11	P 11	C 11	C 11	P 22	P 24 27 31			
	INDUSTRIAL Manufacturing, Fabrication & Processing																										
Bakery, Commercial														C 9									P 9	P 26			
Beverage Mfg														C 9									P 9	P 26			
Converted Paper Product Processing																							P 13	P 26			
Dairy Products Mfg														C 9									P 9	P 26			
Electrical Equipment, Appliance & Component Assembly																							P 13	P 26			
Food Processing														C 9									P 9	P 26			
Footwear & Other Leather Products																							P 23	P 26			

EXHIBIT “B”

Frozen Food														C 9										P 9	P 26		
Furniture Products																								P 23	P 26		
Glass Products																								P 23	P 26		
Ice Cream & Frozen Dessert														C 9										P 9	P 26		
Jewelry Mfg																								P 23	P 26		
Medical Equipment & Supplies																								P 23	P 26		
Metal, Fabricated Products																								P 23	P 26		
Motor Vehicle Seating & Interior Trim																								P 23	P 26		
Ornamental, China, Fine Earthenware, & Pottery																								P 23	P 26		
Paint, Coating & Adhesive																								P 23	P 26		
Pharmaceutical & Medicine																								P 23	P 26		
Plastic Products																								P 23	P 26		
Rubber Products																								P 23	P 26		
Soap & Toiletry																								P 23	P 26		
Sporting Goods and Toys																								P 23	P 26		
Stone cutting & finishing																								P 23 88	P 26 88		
Textile Products																								P 23	P 26		
Wood Products																								P 23	P 26		
	INDUSTRIAL Storage, Distribution & Wholesale Trade																										
Packing & Shipping, Trucking, and Moving																								P 13	P 29		
Storage, Boats/ Motor/Recreational Vehicles															A 89				A 89	A 89		A 89	P 13 89				

EXHIBIT “B”

Storage, Self-Service																	C 5 11 90	C 5 11 90	C 5 11 90	C 5 11 90				P 90			
Warehouse, Internet Sales														P										P	P 26		
Warehousing														C 12										P 23	P 26		
Wholesale Trade														C 12										P 23	P 26		
	INDUSTRIAL Services																										
Boat Repair																								P 13 91			
Carpet and Upholstery Cleaning Services														P 92										P 22	P 26		
Contractor's Workshop														P 93										P 23 93	C29 93		
Dry Cleaning Plant																								P 13	P 26		
Exterminating and Pest Control																								P 3 13	P 26		
Glass and Mirror														P										P 23	P 26		
Janitorial and General Cleaning														P										P 13	P 26		
Lawn Maintenance & Landscaping Service														P 94										P 13 94			
Publishing & Commercial Printing																								P 23	P 26		
Radio & TV Broadcasting											P 95	P 95	P 95	P 95	P 95	P 95								P 95	P 29 95		
Recording Studio													P	P	P	P								P	P 29		
Rental/Leasing, Industrial & Commercial Equipment																								P 13 32			
Repair/Maint enance, Industrial & Commercial Equipment																								P 13 32			
Research & Development, Scientific/ Technological																								P 96	P 29 96		
Security Services													P	P		P								P 13	P 29		

EXHIBIT “B”

Sewer/Septic & Waste Mgmt Cleaning																							P 3 13 97	C 4 26 97			
Taxi, Limo, Charter Bus												P 1 98	P 98	P 98	C 98	P 98							P 3 13 98				
Testing Laboratory																							P 13	C 26			
Towing, Motor Vehicle																							P 3 13				
	AGRICULTURAL																										
Community Garden	P 99	P 99	P 99	P 99	P 99	P 99		P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99				

1. General Note. Gross floor area shall not exceed five thousand (5,000) square feet.

EXHIBIT “C”

ZONING MATRIX NOTES FOR REFERENCE (NO CHANGES PROPOSED)

Zoning Matrix Note for “Storage, Self-Service” (reference only; no changes proposed)

13. General Note. This use is allowed, but it shall not be located on a lot that fronts on an arterial or collector roadway.

Zoning Matrix Notes for “Contractor’s Workshop” (reference only; no changes proposed)

23. General Note. This use is allowed on an arterial or collector roadway within the M-1 district provided that it has accessory commercial component to the operation. This establishment will be required to meet the following criteria:

- a. Location. The accessory commercial component shall be located within a building situated on a lot that fronts on an arterial or collector roadway; and
- b. Interior. An indoor showroom of at least two hundred fifty (250) square feet for retail sales shall be required for establishments twenty-five thousand (25,000) square feet or less. An indoor showroom area of at least one percent (1%) of the gross floor area shall be required for establishments greater than twenty-five thousand (25,000) square feet.

29. General Note. This use is allowed within the PID, except on lots that have either a Governmental & Institutional (G&I) or Mixed Use (MU) land use option.

93. Contractor.

- a. Refuse. Dumpsters and trash receptacles shall be screened from view of adjacent lots and streets.
- b. C-4 District.
 - (1) Location. This use is allowed within the C-4 district but it shall not be located on a lot that fronts on an arterial roadway.
 - (2) Use(s) Allowed.
 - (a) Office and showroom only as a permitted use.
 - (b) Contractors' outdoor storage and workshop shall require conditional use approval if located within two hundred (200) feet of a residential zoning district.
- c. M-1 District. Contractors' outdoor storage and workshop shall require conditional use approval if located within two hundred (200) feet of a residential zoning district.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approve Wawa Gas Station Conditional Use and Major Site Plan Modification requests (COUS 18-001/MSPM 18-002) to construct a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump islands, and related site improvements, on property proposed to be rezoned to the C-3, Community Commercial zoning district. Applicant: T. Austin Simmons, Brightwork Real Estate Inc., VP / Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP.

EXPLANATION OF REQUEST:

The 1.98-acre subject property consist of two parcels, one currently vacant and one developed with a single-story, presently unoccupied office building, formerly housing a branch of the PNC Bank which was merged with another facility nearby.

The applicant proposes a future land use (FLU) amendment and rezoning to redevelop the property with a 6,119 square foot Wawa gas station with convenience store and restaurant. The request for the new site plan is being processed concurrently, as are the staff-initiated applications for three amendments to the Land Development Regulations (LDRs) regarding the maximum number of gasoline stations at an intersection, minimum parcel frontage, and the minimum separation required between a driveway and property line. The proposed use requires Conditional Use approval when within 200 linear feet of a single-family zoning district. The subject parcel is approximately 150 feet from a single family neighborhood to the north, across the L.W.D.D L-26 Canal.

The Planning & Development Board reviewed this request on May 22nd and forwards it with a recommendation for approval, with the additional condition of approval requiring two more handicap accessible parking spaces to be placed on the east and west sides of the building.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No significant impact on either programs or services.

FISCAL IMPACT: The project will contribute to the City's tax base and permit revenues and related fees.

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:


ATTACHMENTS:


Type	Description
<input type="checkbox"/> Staff Report	Staff Report MSPM 18-002 / COUS 18-001
<input type="checkbox"/> Location Map	Exhibit A - Location Map
<input type="checkbox"/> Drawings	Exhibit B - Plans
<input type="checkbox"/> Exhibit	Exhibit C - Applicants Justification
<input type="checkbox"/> Conditions of Approval	Exhibit D - Conditions of Approval
<input type="checkbox"/> Development Order	Exhibit E - Development Order

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 18-032**

STAFF REPORT

TO: Chair and Members
Planning and Development Board

THRU: Michael Rumpf 
Planning and Zoning Director

FROM: Amanda Bassiely 
Senior Planner

DATE: April 2, 2018

PROJECT NAME: Wawa Gas Station
COUS 18-001 / MSPM 18-002

REQUEST: Conditional Use approval associated with a request for Major Site Plan Modification approval for the construction of a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump stations, and related site improvements, located in a C-3 Community Commercial zoning district.

PROJECT DESCRIPTION

Applicant: T. Austin Simmons, Brightwork Real Estate Inc., VP

Property Owner: Boynton Heart Institute, LLC / PNC Bank, National Association

Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP.

Location: 2505 W. Woolbright Road and adjacent property to the east (See Exhibit "A")

Existing Land Use/Zoning: Office Commercial (OC) / C-1 Office Professional

Proposed Land Use/Zoning: Local Retail Commercial (LRC) / C-3 Community Commercial

Proposed Uses: Gas Station with convenience store

Acreage: 2.14 (1.98 after Right-of-way Dedication)

Adjacent Uses:

North:	Right-of-way of Canal L-26, Lake Worth Drainage District; farther north, developed single-family homes of Palm Beach Leisureville, classified Low Density Residential (LDR) and zoned R-1AA, Single-Family Residential;
South:	Right of way of Woolbright Road; further south, developed commercial properties, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial (Marathon gas station, McDonald's restaurant and Sun First National Bank) and PCD, Planned Commercial Development (Boynton Shoppes);
East:	Developed office property (medical offices), classified Office Commercial (OC) and zoned C-1, Office Professional; and
West:	Right-of-way of South Congress Avenue; farther west, developed commercial property (Mobil gas station and 7-Eleven store), classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial.

PROPERTY OWNER NOTIFICATION

Owners of properties within 400 feet of the subject project were mailed a notice of this request and its respective hearing dates. The applicant has certified that signage is posted and notices mailed in accordance with Ordinance No. 04-007.

BACKGROUND/ PROPOSAL

The 1.98-acre subject property consist of two parcels, one currently vacant and one developed with a single story, presently unoccupied office building, formerly housing a branch of the PNC Bank which was merged with another facility nearby.

The applicant proposes a future land use (FLU) amendment and rezoning to redevelop the property with a 6,119 square foot Wawa store and gas station. The request for the new site plan is being processed concurrently, as are the staff-initiated applications for three amendments to the Land Development Regulations (LDRs) regarding the maximum number of gasoline stations at an intersection, minimum parcel frontage, and the minimum separation required between a driveway and property line. The proposed use requires Conditional Use approval when within 200 linear feet of a single-family zoning district. The subject parcel is approximately 150 feet from a single family neighborhood to the north.

STANDARDS FOR EVALUATING CONDITIONAL USES AND ANALYSIS

Section 11.2.D of the Land Development Regulations contains the following standards to which conditional uses are required to conform. Following each of these standards is the Planning and Zoning Division's evaluation of the application as it pertains to each of the standards. In

addition, the applicant has submitted a separate detailed justification statement that addresses each of these standards (see Exhibit "C" – Justification Statement).

The Planning & Development Board and City Commission shall consider only such conditional uses as are authorized under the terms of these zoning regulations and, in connection therewith, may grant conditional uses absolutely or conditioned upon adherence to conditions of approval including, but not limited to, the dedication of property for streets, alleys, recreation space and sidewalks, as shall be determined necessary for the protection of the surrounding area and the citizens' general welfare, or deny conditional uses when not in harmony with the intent and purpose of this section. In evaluating an application for conditional use approval, the Board and Commission shall consider the effect of the proposed use on the general health, safety and welfare of the community and make written findings certifying that satisfactory provisions have been made concerning the following standards, where applicable:

1. *Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

The subject property currently has two (2) primary points of ingress and egress; one (1) driveway is located on the west side of the parcel which connects to South Congress Avenue, and one (1) on the south side connecting to Woolbright Road. The property also has one (1) point of ingress and egress via a cross-access easement with the property to the east (see Exhibit "B"). The project proposes two-way drive aisles throughout the site for efficient traffic flow. There are existing sidewalks along both Woolbright Road and South Congress Avenue. Pedestrian access to the site is proposed to be enhanced through the construction of walkways and a clearly marked crosswalk through the proposed parking areas in order to connect directly to the proposed convenience store. The convenience store is lined with walkways and outdoor dining areas which are protected by bollards.

2. *Off-street parking and loading areas where required, with particular attention to the items in standard #1 above, and the economic, glare, noise, and odor effects the conditional use will have on adjacent and nearby properties, and the city as a whole.*

The minimum parking required for a convenience store is calculated at one (1) parking space per 200 square feet of gross floor area, a restaurant is calculated at 1 parking space per 100 square feet, and the common area is calculated at 1 parking space per 150 square feet. Gas stations are also required to maintain a stacking lane of 30 feet from the end of each gas pump island. Required parking is calculated to be 46 spaces total, based on the new structure comprised of a 2,540 square foot convenience store, a 2,689 square foot restaurant, and 890 square feet of common area. The site plan depicts 13 parking spaces immediately around the building, nine (9) along Congress Avenue, and another 28 spaces east of the building; totaling 50 proposed parking spaces. The design of the parking areas is sensitive to the neighboring residential properties to the north. In order to mitigate any parking or loading impacts to the residents, the proposal provides a twelve (12) foot landscaped buffer, a six (6) foot wall, and an additional fifteen (15) foot setback adjacent to the existing canal.

3. *Refuse and service areas, with particular reference to the items in standards 1 and 2 above.*

A dumpster is proposed at the north east corner of the property, setback approximately 30 feet from the buffer wall along the northern property line. The refuse area is screened by

both the six (6) foot wall and landscaping. Trash would be removed on a standard schedule and solid waste is not anticipated to increase significantly as a result of this application. However, should the waste flow create an issue, the waste pick-up frequency will be increased to accommodate it.

4. Utilities, with reference to locations, availability, and compatibility.

The City of Boynton Beach Utility Department currently serves the site, and utilities would continue to be available and provided, consistent with Comprehensive Plan policies and City regulations. No additional impacts are anticipated with this application.

5. Screening, buffering and landscaping with reference to type, dimensions, and character.

The site is adjacent to a drainage canal along the north property line. There is a single-family neighborhood on the opposite side of the canal. In order to mitigate any adverse effects a gas station might have on the neighborhood, screening and buffering is required. The proposal provides a fifteen (15) foot setback from the property line, and a twelve (12) foot landscaped buffer with a six (6) foot wall along the northern property line. The Landscape Plan (Sheet L-2) depicts assorted trees on the northern side of the wall, including, Yellow Elder, Pigeon Plum, Verrawood, and Splash Pine. The site also proposes a five (5) foot wide landscaped buffer to the east, and ten (10) foot wide landscaped buffers on the west and south sides. The plant material chosen will be native and/or drought-tolerant.

6. Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.

The project proposes the installation of 11 new light poles. In an effort to minimize glare and impact on surrounding properties, the light fixtures will be full cutoff design, and the light levels are depicted to be well below the code maximum of 5.9 footcandles. The canopy will have 24 LED recessed lighting fixtures. The building will have five (5) wall mounted fixtures and 24 can lights along the façade to provide adequate lighting levels immediately around the building.

Relative to signage for the project, the applicant proposes two (2), five (5) foot tall monument signs: one (1) at the entry on Woolbright Road and one (1) at the entry on Congress Avenue. Two (2) wall signs are proposed; one (1) on the west elevation, facing Congress Avenue and one (1) on the south elevation, facing Woolbright Road. There are also a series of "canopy spanner" proposed on top of the gas pumps. Although codes currently prohibit electronic signs, recent legislative amendments prohibit the City from restricting the visibility of signage displaying gas pricing. The applicant has reference said state statute to justify the proposed monument signs. This preemptive legislative requirement would only apply to pricing and not to other merchandise and other services.

These signs have not been fully designed at this point, therefore staff recommends conditions of approval that require staff review and approval of sign design prior to permitting (see Exhibit "D" – Conditions of Approval).

7. Required setbacks and other open spaces.

The proposed gas station building is proposed to meet or exceed the minimum setback requirements of the C-3 zoning district. Minimum setbacks are: front (south) required 20' –

provided 47.6'; rear (north) required 20' – provided 42.1'; side corner (west) required 20' – provided 202'; and side (east) required 0' – provided 201.7'. The closest residential structure is nearly 150 feet to the north, across the canal, separated by two (2) layers of landscaping and a proposed buffer wall on site.

8. *General compatibility with adjacent properties, and other property in the zoning district.*

The gas station is generally compatible with the remainder of the commercial uses on the corridor and with the adjacent residential properties; as such uses located adjacent to large residential developments are typically patronized by the residents within the neighborhood. Additionally, the building's large setbacks, intervening canal and appropriate buffering further the compatibility. The building's design is typical of most commercial structures with a mix of smooth plaster finish and clapboard siding, control joints raised plaster bands and cornices and soft earth tone colors (James Hardie "Artic White" and "Harris Cream", and Stucco Senergy "Meringue"). The balance of the building has a parapet roof design with a standing seam metal roof over the entrance, and eyebrow awning windows and doors.

9. *Height of building and structures, with reference to compatibility and harmony with adjacent and nearby properties, and the city as a whole.*

The gas station convenience store is designed as a one-story structure, with the parapet wall at a height of 22'- 4" and the top of the hip roof entry feature at 33'-4", which is compatible with the structures on adjacent properties, and under the maximum allowable height of 45' in the C-3 zoning district.

10. *Economic effects on adjacent and nearby properties, and the city as a whole.*

The overall economic effects of the proposed use on adjacent and nearby properties, and the City as a whole, will be negligible, other than the enhanced condition of the property with the upgraded building and use on the site, permit fees and certificate of use fees. It is a local convenience as intended by LRC future land use designation. Coffee, breakfast, lunch, and snacks are staples for neighborhood businesses and residents. Additionally, it provides commercial retail services, which support the resident and visitor populations as well as creating employment opportunities for the adjacent residential communities.

11. *Where applicable, the proposed use furthers the purpose and intent of a corresponding mixed use zoning district or redevelopment plan;*

A mixed use zoning district or redevelopment plan is inapplicable to this project.

12. *Compliance with, and abatement of nuisances and hazards in accordance with, the performance standards of Chapter 2, Section 4.N. of the City's Land Development Regulations and conformance to the City of Boynton Beach Noise Control Ordinance.*

The project would not create smoke, odors, fumes, or toxic matter that would negatively impact the neighboring properties. The fueling stations are subject to federal and state safety standards, which provide protections from the nuisances and hazards of fuel. All restaurant and convenience store activity takes place entirely within the fully enclosed building and no chimneys are needed, which can create noxious fumes. As noted above, with the distance to residential units, and the buffer wall and intervening landscaping, noise associated with operation should not be an issue. With incorporation of all conditions and

staff recommendations contained herein, the proposed use would exist in a manner that is in compliance with the above-referenced codes and ordinances of the City of Boynton Beach.

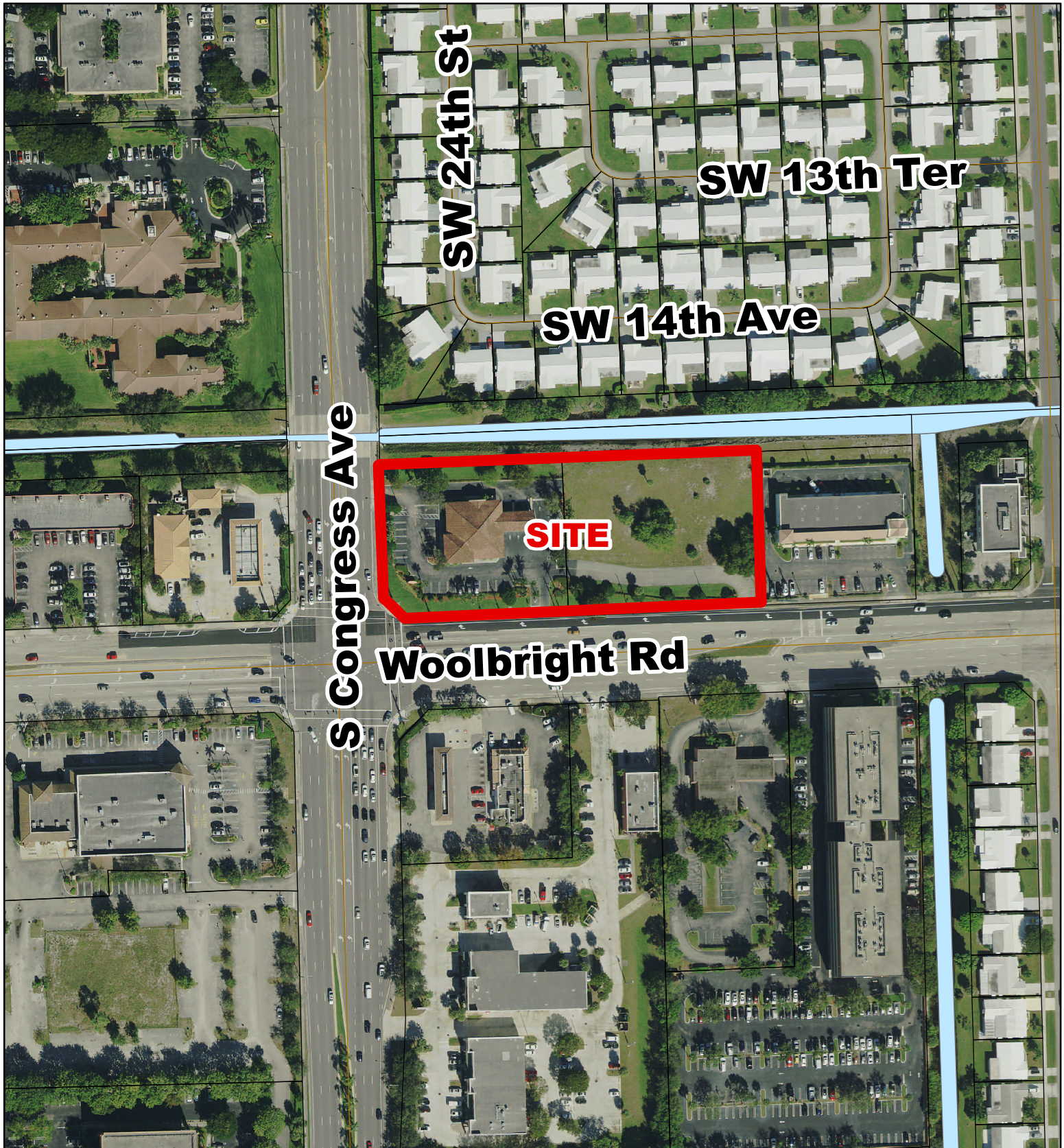
13. *Required sound study and analysis. All conditional use applications for bars, nightclubs and similar establishments shall include the following analysis performed by a certified acoustic engineer: a. Data on the sound emitting devices/equipment and the methods and materials to be used to assure that the acoustic level of the City Code will be met; b. The analysis shall specify the authority and/or basis for determination of the acoustic level of the sound emitting devices/equipment; c. The analysis of any sound retention, reduction or reflection shall include information such as the nature, types and coefficients of sound absorbent and sound-reflecting materials to be used, coatings of the surfaces of ceilings, walls, windows, and floors and insulation to be used; and/or d. It shall also verify that sound standards shall be met during the normal opening of doors for people entering and exiting the establishment.*

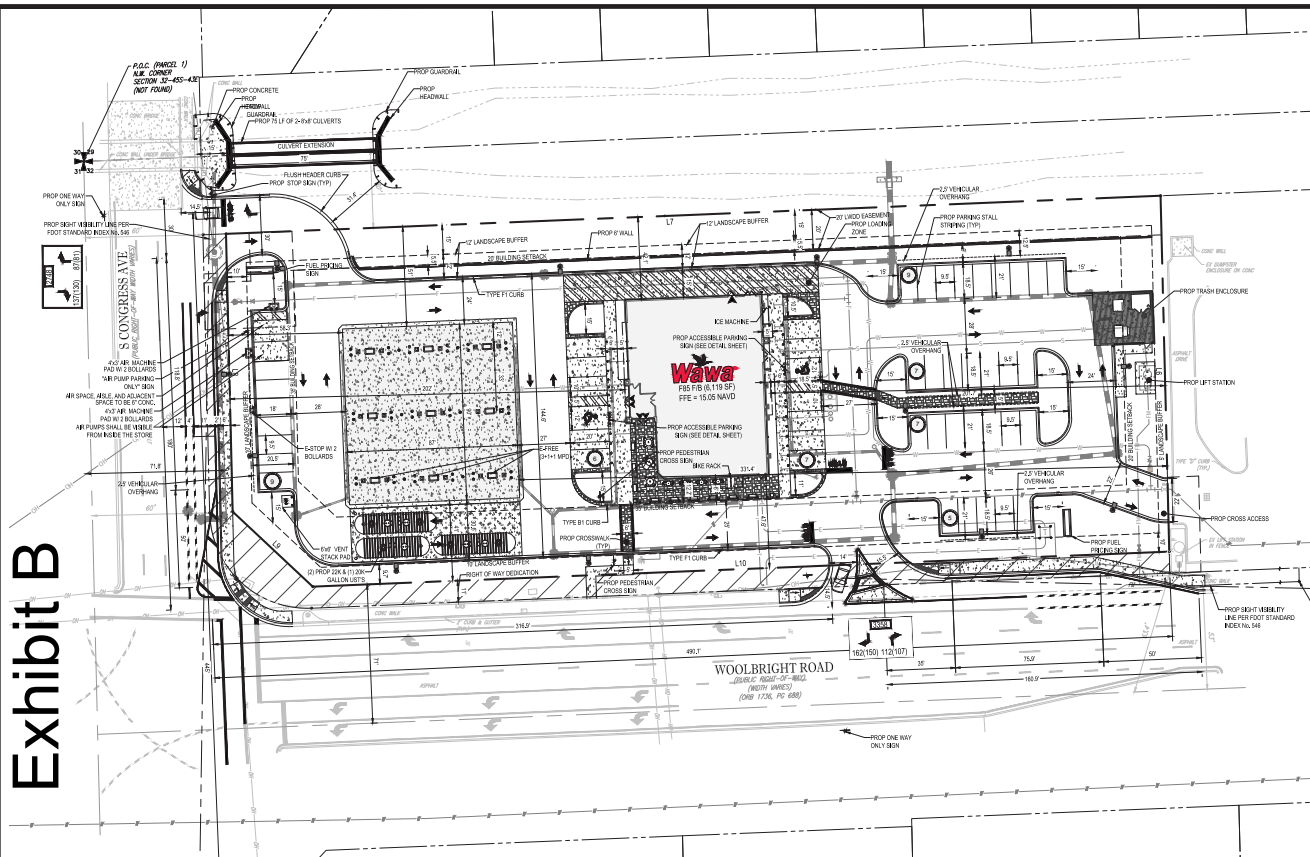
This standard is inapplicable to this Project because there are no proposed uses for bars, nightclubs, and similar establishments.

RECOMMENDATION

Based on the information contained herein, compliance with development regulations and conditional use standards, staff recommends APPROVAL of this request for conditional use and major site plan modification, subject to satisfying all conditions of approval recommended by staff as contained in Exhibit "D" – Conditions of Approval. Any additional conditions of approval recommended by the Board and required by the City Commission will be placed in Exhibit "D" accordingly. Furthermore, pursuant to Chapter 2, Article II, Section 2.C Conditional Uses, a time limit is to be set within which the proposed project is to be developed. Staff recommends that a period of 18 months be allowed to receive the necessary building permits.

SITE LOCATION MAP





SITE NOTES:

1. ALL DIMENSIONS SHOWN ARE SHOWN AT FACE OF CURB UNLESS OTHERWISE NOTED. BIC INDICATES DIMENSION IS TO BACK OF CURB.
2. ALL ROAD DIMENSIONS ARE 5' TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND LOCAL JURISDICTION LAND DEVELOPMENT CODE.
4. THIS SITE IS LOCATED WITHIN ZONE "C" COMMUNITY NUMBER 120196, PANEL NUMBER 0789, EFFECTIVE OCTOBER 6, 2017, FOR AREAS OF PALM BEACH COUNTY, FLORIDA.
5. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
6. THE PROPOSED BUILDING WILL BE OPEN AND IN OPERATION 24 HOURS A DAY, 7 DAYS A WEEK (RESOLUTION NO. 2011-27)
7. ALL PLANS SHALL MEET CITY'S CODE AND ALL APPLICABLE BUILDING CODES IN THE EFFECT AT THE TIME OF PERMIT APPLICATION.

ADA ACCESSIBILITY NOTES:

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE RW OF A SITE THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
5. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
6. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT COMPLIANT TO THE ABOVE STANDARDS WILL REQUIRE ADJUSTMENT AND REVISION ON FIELD MEASUREMENTS.

DATUM NOTES:

BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF 8.012325°E, ALONG THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 48 EAST, PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.

LINE	BEARING	DISTANCE
L6	S01° 23' 53"E	182.04
L7	N87° 39' 39"E	478.25
L8	N01° 22' 02"W	142.04
L9	N46° 51' 11"W	56.09
L10	S87° 39' 39"W	438.35

LEGEND:

- PROP PROPERTY BOUNDARY LINES
- EX ADJACENT BOUNDARY LINES
- EX EASEMENT LINES
- PROP EASEMENT LINE
- PROP BUILDING SETBACK
- PROP LANDSCAPE BUFFER
- PROP SIGN
- PROP STANDARD CONCRETE
- PROP STANDARD DUTY CONCRETE PAVEMENT
- PROP HEAVY DUTY CONCRETE PAVEMENT
- PROP STAMPED CONCRETE
- PROP GRAVEL
- PROP RIGHT-OF-WAY DEDICATION
- PROP PARKING SPACE COUNT
- PROP LIGHT POLE
- PROP TRANSFORMER PAD AND CT CABINET

SITE DATA:

PROPERTY OWNER (S):	BRIGHTWORK REALSTATE, LLC
SITE ADDRESS (S):	2555 W WOOLBRIGHT ROAD BOYNTON BEACH, FL
PARCEL ID NO (S):	08-43-45-32-00-000-3080 08-43-45-32-00-000-3059
ENGINEER:	BOHLER ENGINEERING, FL LLC 2555 GLADES ROAD, SUITE 305E BOCA RATON, FL 33431
PROPOSED USE:	CONVENIENCE STORE W GAS PUMP SALES
NUMBER OF STRUCTURES:	1
EXISTING ZONING:	C-1, OFFICE PROFESSIONAL
PROPOSED ZONING:	C-3, COMMUNITY COMMERCIAL
EXISTING FUTURE LAND USE:	OFFICE COMMERCIAL (C-3)
PROPOSED FUTURE LAND USE:	LOCAL RETAIL COMMERCIAL (LR)
FEMA FLOOD ZONE:	THIS SITE IS LOCATED WITHIN ZONE "X" COMMUNITY NUMBER 120196, PANEL NUMBER 0789, EFFECTIVE OCTOBER 6, 2017. THE PROPOSED FINISHED FLOOR ELEVATION 15.05 NAVD IS ABOVE THE HIGHEST 100-YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUILDING SITE, AS DETERMINED BY THE SPAIN'S SURFACE WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.
PROPOSED F.A.R. (WAWA):	0.07
MAXIMUM F.A.R. (OVERALLS):	0.40
BUILDING SETBACK:	REQUIRED PROPOSED
SIDE - ADJACENT TO R1AA - SINGLE FAMILY (NORTH)	20' 45.1'
SIDE CORNER - W WOOLBRIGHT ROAD (SOUTH)	35' 46.6'
REAR - ADJACENT TO C-1 - OFFICE PROFESSIONAL (EAST)	20' 201.7'
FRONT - S CONGRESS AVENUE (WEST)	35' 202'
AREA CALCULATIONS:	
GROSS SITE AREA	93,302 S.F. (2.14 AC)
RAW DEDICATION AREA	7,044 S.F. (0.16 AC)
NET AREA	86,258 S.F. (1.98 AC)
TOTAL IMPERVIOUS AREA	61,105 S.F. (1.40 AC) - 70.8%
BUILDING AREA	6,119 S.F. (0.14 AC) - 7.1%
CANOPY AREA	7,830 S.F. (0.18 AC) - 9.1%
PAVEMENT / SIDEWALK	54,586 S.F. (1.26 AC) - 63.7%
PROPOSED OPEN SPACE	72,389 S.F. (1.64 AC) - 83.8%
TOTAL PERVIOUS AREA	25,163 S.F. (0.58 AC) - 29.2%
VEHICULAR USE AREA	93,923 S.F. (1.17 AC) - 59.0%
MAX BUILDING HEIGHT:	ALLOWABLE 40' PROPOSED 33'-4"
MAXIMUM LOT COVERAGE	
BUILDINGS	50% 7.7%
IMPERVIOUS AREA	80% 70.8%
MINIMUM OPEN SPACE	50% 83.8%
MINIMUM LANDSCAPING	10% 29.2%
LANDSCAPE BUFFER:	
ADJACENT TO R1AA (NORTH)	12' 12'
W WOOLBRIGHT ROAD (SOUTH)	10' 10'
ADJACENT TO C-1 (EAST)	5' 5'
S CONGRESS AVENUE (WEST)	10' 10'
PARKING REQUIREMENTS:	
CONVENIENCE STORE: 2,540 S.F. (1 SPACE / 200 S.F.)	13 SPACES
RESTAURANT: 2,889 S.F. (1 SPACE / 100 S.F.)	27 SPACES
COMMON: 880 S.F. (1 SPACE / 150 S.F.)	6 SPACES
TOTAL REQUIRED:	46 SPACES
TOTAL PROVIDED PARKING SPACES:	50 SPACES
HANDICAP PARKING STALL:	2 (12'X20' & 12'X16.5')
BUILDING PARKING STALL:	11
EAST & WEST PARKING STALL:	37



BOHLER ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 120196
BOCA RATON, FLORIDA 33431
PHONE: (561) 571-0280
FAX: (561) 571-0281
WWW.BE-FL.COM

REV	DATE	COMMENT	BY

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

www.call811.com

NOT APPROVED FOR CONSTRUCTION

PROJECT NO.:	FLB1702
DRAWN BY:	DIC
CHECKED BY:	CAR
DATE:	06/11/2020
SCALE:	1/32"=1'
DAD ID:	AS NOTED

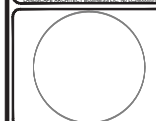
PROJECT: **WAWA**

FOR: **BRIGHTWORK REAL ESTATE**

LOCATION OF SITE:
2555 W WOOLBRIGHT ROAD
BOYNTON BEACH, FL

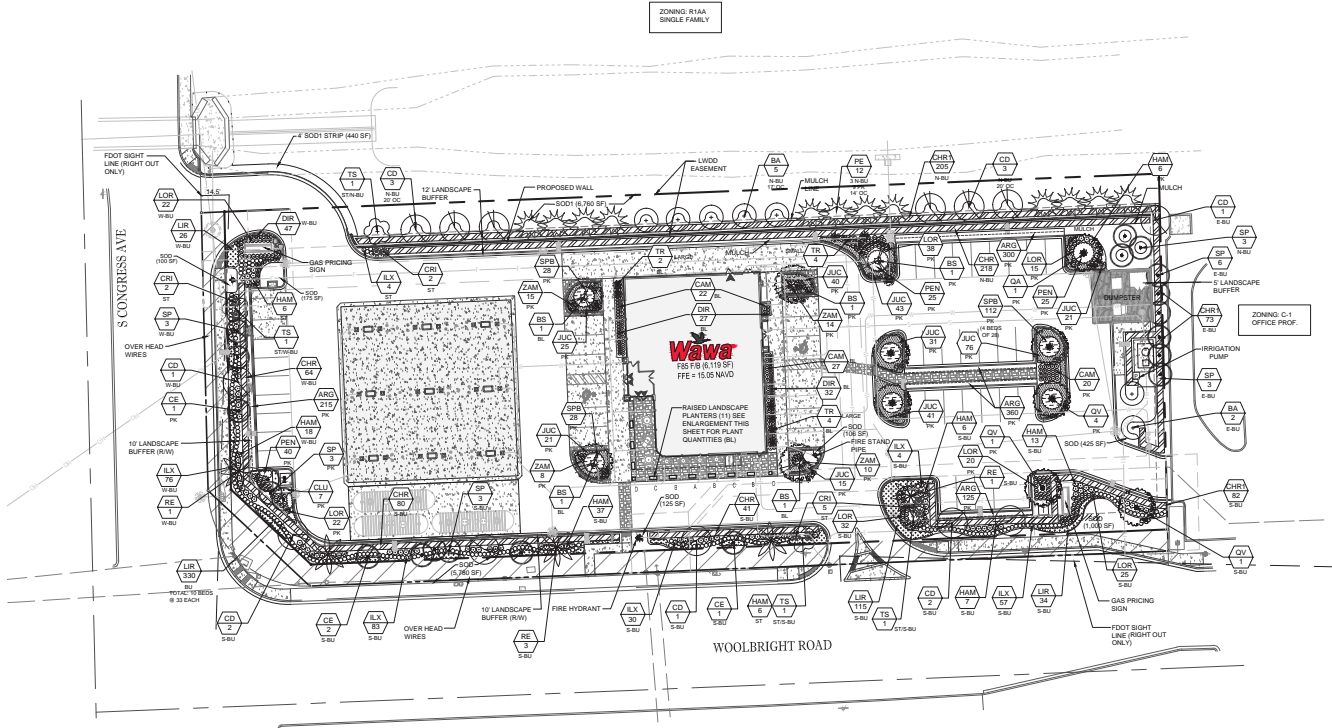
BOHLER ENGINEERING

2555 GLADES ROAD, SUITE 305E
BOCA RATON, FLORIDA 33431
PHONE: (561) 571-0280
FAX: (561) 571-0281
WWW.BE-FL.COM



SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **C-5**



PLANT SCHEDULE (NOT INCLUDING PLANTER BOXES)

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TREES				
BS*	5	Bursera serticola	Quinto Limbo	Cal (measured 6" above ground)
CE*	4	Conocarpus erectus serotens	Silver Buttonwood	14 H x 4" Cal
CD*	13	Coccoloba diversifolia	Pigeon Plum	14 H x 4" Cal, Character Tree ***
BA*	7	Bursera alamosa	Waxwood	14 H x 4" Cal, Character Tree ***
PE*	12	Pinus ellioti Dwarf	Slash Pine	16 H x 4" Cal (6" above ground)
QV*	7	Quercus virginiana High Rise	High Rise Oak	14 H x 4" Cal
TS*	4	Tecoma stans	Yellow Elder	14 H x 4" Cal
PALMS				
TR*	10	Thrinax radiata	Florida Thatch Palm	Relocated (3.11 for credits)
RE*	5	Roystonea elata	Florida Royal Palm	Plant Group 15 QV (1.1 for credits)
RELOCATED	SP*	Salpal Palmato	Salpal Palm	Relocated (3.1 credits)
SHRUBS				
CAM*	69	Carissa macrocarpa	Dwarf Natal Plum	3G, 18"x18", 24" On Center
CLU*	7	Clusia guttifera	Clusia	15, 80" x 36", 30" On Center, Hedge
CHR*	480	Chrysobalanus icaco Red Tip	Red Tip Coccoloba	70, 24" x 24", 24" On Center, Hedge
CHR*	360	Chrysobalanus icaco Red Tip	Red Tip Coccoloba	70, 36" x 24", 24" On Center, Hedge
CRI*	9	Citrus aurantium	Citrus Lily	15G, Full
HAM*	92	Hamelia patens var. glabra	Dwarf Firebush	3G, 24" x 24", 24" On Center
SL*	254	Shorea robusta	Shillings Holly	3G, 12" x 12", 24" On Center
LOR*	286	Loropetalum chinensis Ruby	Ruby Dwarf Loropetalum	3G, 18" x 18", 24" On Center
SP*	160	Spina Baker	Sand Cynara	3G, 18" x 12", 18" On Center
ZAM*	47	Zamia pumila	Coccoloba	3G, 12" x 12", 18" On Center
GROUND COVER				
PEN*	90	Pennisetum alopecuroides Vamier	Dwarf White Fountain Grass	1G, Full, 24" OC
DIR*	106	Dietes dielsii	White African Iris	1G, 12"x12" SPR, 18" OC
JUC*	313	Juniperus conferta Blue Pacific	Blue Pacific Juniper	1G, 12"x12" SPR, 24" OC
LOR*	580	Loropetalum chinensis Ruby	Ruby Dwarf Loropetalum	1G, 12"x12" SPR, 18" OC
ARG*	1000	Argemone mexicana	Perennial Peacock	1G, 12"x12" SPR, 12" OC
MULCH				
SOD	7,811 SF	Zoysia japonica Empire	Empire Zoysia	Tight Joints, Neat Level
SOD	7,200 SF	Paspalum notatum	Argentine Bahia	Tight Joints, Neat Level
MULCH				
MULCH	170 CY	3" Layer of Double Green Hardwood (Coccoloba)		

* NATIVE SPECIES - HIGH DROUGHT TOLERANCE (OTHERS MEDIUM DROUGHT TOLERANCE)
 ** ESTIMATED QUANTITY (CUBIC YARDS) - CONTRACTOR TO VERIFY
 *** CHARACTER TREE REFLECTS NATURALISTIC BRANCHING PATTERN, NOT STRAIGHT TRUNKS

LANDSCAPE CALCULATIONS:

- BUILDING FOUNDATION PLANTING (115 LF)**
 REQUIRED - 1 TREE OR 3 PALM 20' LF AND CONTINUOUS SHRUBS
 REQUIRED - 5 TREES, 53 SHRUBS
 PROPOSED - 5 TREES, 48 SHRUBS, 51 GC
- VEHICULAR USE AREA (VUA) LANDSCAPE**
 REQUIRED - 25.57 SF / PARKING SPACE (50' x 120' SF)
 PROPOSED - 3,251 SF (14 NATURAL ISLANDS)
 REQUIRED - 1 TREE PER ISLAND, 100% SHRUB COVERAGE
 PROPOSED - 19 TREES, 307 SHRUBS, 559 GROUND COVER
- PERIMETER BUFFERS**
 NORTH - 12' (SUBURBAN TYPE 2) BUFFER (458 LF x 413' WALL)
 REQUIRED TREES - 1 TREE / 30 LF = 15 TREES
 REQUIRED SHRUBS - 2 HEDGES ALONG WALL = 200 OUTSIDE A 20' INSET
 PROPOSED TREES - 14
 PROPOSED SHRUBS - 433 (3" TALL HEDGES)
 EAST - 5' (SUBURBAN TYPE 1) BUFFER (142 LF)
 REQUIRED TREES - 1 TREE / 30 LF = 5 TREES
 REQUIRED SHRUBS - HEDGE = 143
 PROPOSED TREES - 5
 PROPOSED SHRUB HEDGE - 86, 46 GC
 SOUTH - 10' (ROW BUFFER) BUFFER (435 LF)
 REQUIRED TREES - 1 TREE / 30 LF = 15 TREES
 REQUIRED SHRUBS INSIDE - HEDGE = 218
 REQUIRED SHRUBS OUTSIDE - CONTINUOUS GROUPINGS
 OF 3 SHRUB SPECIES, 2 FLOWERING
 PROPOSED TREES - 15
 PROPOSED SHRUB HEDGE - 218 (24" TALL)
 PROPOSED OUTSIDE SHRUBS - 229
 PROPOSED OUTSIDE GC - 380
 WEST - 10' (ROW BUFFER) BUFFER (150 LF)
 REQUIRED TREES - 1 TREE / 30 LF = 5 TREES
 REQUIRED SHRUBS HEDGE - 64 (24" TALL)
 REQUIRED SHRUBS OUTSIDE - CONTINUOUS GROUPINGS
 OF 3 SHRUB SPECIES, 2 FLOWERING
 PROPOSED TREES - 5
 PROPOSED SHRUB HEDGE - 64 (24" TALL)
 PROPOSED OUTSIDE SHRUBS - 116
 PROPOSED OUTSIDE GC - 403
- SIGNATURE TREE (2 ENTRANCES)**
 REQUIRED - 2 TREES PER ENTRANCE, 2 COLORFUL SHRUB SPECIES
 PROPOSED - 4 TREES, 38 SHRUBS, 24 GROUND COVER

SITE DATA:

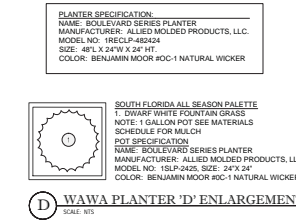
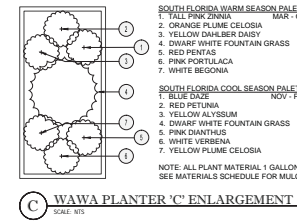
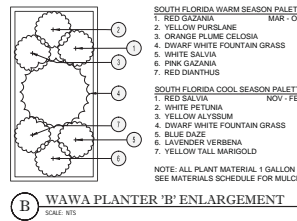
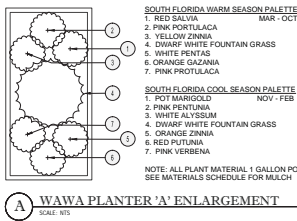
ZONING: C-3 (PROPOSED)
 LAND USE: LUC (PROPOSED)
 SITE AREA: 46,258 SF
 BUILDING AREA: 6,119 SF
 VEHICULAR USE AREA: 50,923 SF
 OPEN SPACE: 72,300 SF

IRRIGATION PERFORMANCE NOTES:

- AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED THAT WILL PROVIDE 100% PERCENT COVERAGE WITH 50 PERCENT OVERLAP FOR ALL LANDSCAPE. THE WATER SOURCE WILL BE A WELL AND PUMP. THE SYSTEM WILL INCLUDE THE INSTALLATION OF A RAIN SENSOR, AND WILL OPERATE FROM 5 PM TO 5 AM.
- THE IRRIGATION SYSTEM WILL FOLLOW FLORIDA FRIENDLY WATERWISE PRINCIPLES, BE DESIGNED WITH HYDRO ZONES, BASED ON PLANT WATERING NEEDS. TURF, SHRUBS, AND TREES WILL BE WATERED BY SEPARATE ZONES, AND ALL TREES WILL HAVE BUBBLER HEADS.
- A WATER USE PERMIT FROM SPWMD IS REQUIRED FOR AN IRRIGATION WELL. A COPY OF THE PERMIT SHALL BE SUBMITTED AT THE TIME OF PERMIT APPLICATION.
- SEE SHEET LP-1.02 AND LP-5.02 FOR IRRIGATION SYSTEM PLANS AND DETAILS.

PLANT KEY LEGEND:

BU - BUFFER
 BL - BUILDING FOUNDATION
 PK - PARKING AREA
 ST - SIGNATURE TREE



PLANTER SPECIFICATION:
 NAME: BOULEVARD SERIES PLANTER
 MANUFACTURER: ALLIED MOLDED PRODUCTS, LLC
 MODEL NO.: HECUP-4824X
 SIZE: 48" L x 24" W x 24" H
 COLOR: BENJAMIN MOOR 800-1 NATURAL WICKER

SOUTH FLORIDA ALL SEASON PALETTE
 1. DWARF WHITE FOUNTAIN GRASS
 NOTE: 1 GALLON POT SEE MATERIALS SCHEDULE FOR MULCH
 POT SPECIFICATION:
 NAME: BOULEVARD SERIES PLANTER
 MANUFACTURER: ALLIED MOLDED PRODUCTS, LLC
 MODEL NO.: HECUP-4824X
 SIZE: 48" L x 24" W x 24" H
 COLOR: BENJAMIN MOOR 800-1 NATURAL WICKER

SCOTT BARBER DESIGNS P.A.
 LANDSCAPE ARCHITECTURE & PLANNING
 LC-2000093
 151 WYNCLIFF DRIVE
 WELLSINGTON, FL 33414
 (561) 485-7561

REVISIONS

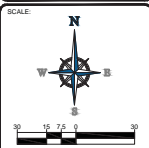
REV	DATE	COMMENT	BY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
 24 HOURS, 7 DAYS A WEEK
 www.call811online.com

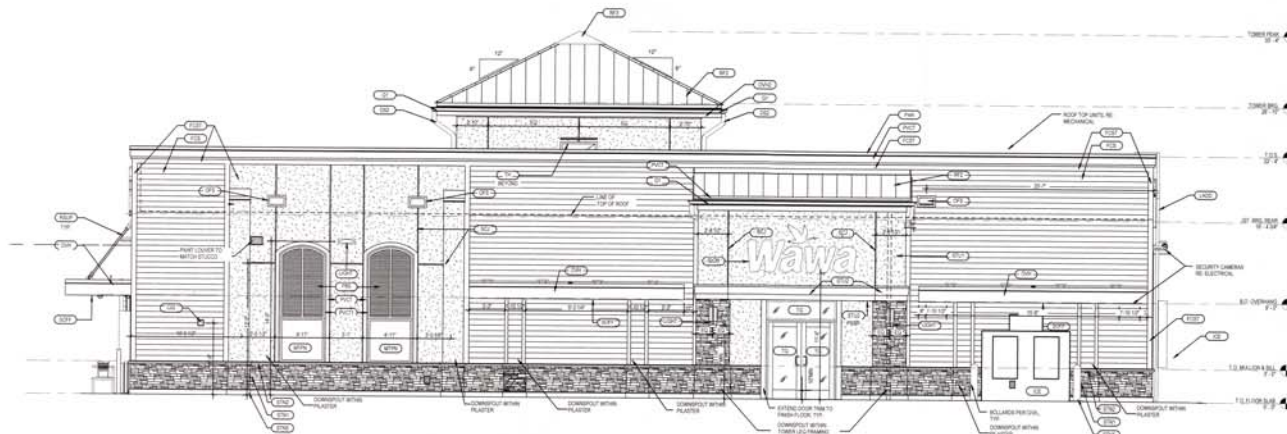
NOT APPROVED FOR CONSTRUCTION

PROJECT NO.: 17-010-10
 DRAWN BY: JLB
 CHECKED BY: JLB
 DATE: 4/24/18
 CAD (D): LP-4-24-18.DWG

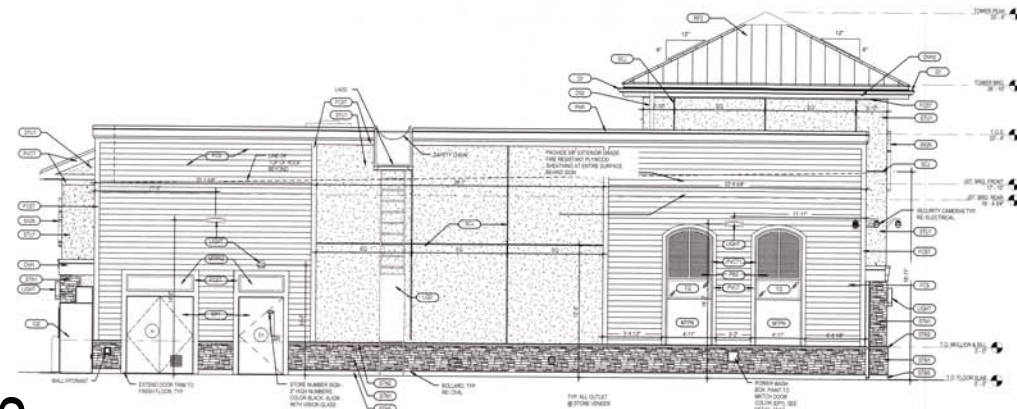
WAWA
 FOR
BRIGHTWORK REAL ESTATE
 LOCATION OF SITE
 2505 W. WOOLBRIGHT RD.
 BOYNTON BEACH, FL



LANDSCAPE PLAN
 SHEET NUMBER:
LP-1.01



1 REAR ELEVATION
A4.1 3/16" = 1'-0"



2 LEFT ELEVATION
A4.1 3/16" = 1'-0"

NOTE: ALL SIGNAGE WILL BE PERMITTED SEPARATELY.

ARCHITECTURAL - EXTERIOR FINISH SCHEDULE				
SYMBOL	MATERIAL	MANUFACTURER	COLOR	NOTES
C03	003 FILL BOX WITH PVC SLEEVE THRU WALL	SUPPLIER		SEE A1 FOR LOCATION AND MOUNTING DETAIL, 18AT 20M
D01	1/4" DIA. STAINLESS STEEL DOWNPOUT	REFER ATAS INTERNATIONAL INC.	NATURAL MILL FINISH	COORDINATE WITH CIVIL FOR CONNECTION TO STORM SEWER. SEE DETAIL 1A & 1B AT ALTERNATE. PETERSON PAC CLAD
D02	1/4" DIA. 303 ALUM. DOWNPOUT	ATAS INTERNATIONAL INC.	NATURAL MILL FINISH	ALTERNATE. PETERSON PAC CLAD
E01	PAINT	BENJAMIN MOORE	COLOR WHITE DIAMOND 2121-BB FINISH: EGGSHELL	DOOR & FRAME
F03	ARTISAN PLANK LAP SIDING	JAMES HARDIE	HARRIS CREAM FINISH: BEADED SMOOTH, 4.5" X 12"	PRE-FINISHED. PROVIDE COLOR MATCHED CAULK BY JAMES HARDIE
F03T	ARTISAN ACCENT TRIM	JAMES HARDIE	ARTIC WHITE FINISH: SMOOTH, 1.5" TH X 6" W X 12" L	PRE-FINISHED. PROVIDE COLOR MATCHED CAULK BY JAMES HARDIE
G1	ALUMINUM BUTTERS		SEE POLISHED ALUMINUM BY CLEAR ANODIZED FINISH	CONTINUOUS. NO SEAMS ALLOWED. SEE SHEET A3.1
L00	METAL EXTERIOR LADDER	EASTERN METAL SUPPLY	BRUSHED ALUMINUM	SEE A3.1 FOR DETAILS
L00	8 LADDER GUARD ALUM.	VICOMMASTERS EQUIP	MILL FINISH	
LG0	EXTERIOR LIGHT FIXTURE		COLOR TO MATCH ADJACENT TRIM	SEE ELECTRICAL DRAWINGS AND DETAIL 18AT FOR MOUNTING
MP96	METAL PANEL	PIONEER ARCHITECTURAL SYSTEMS	PAINT TO MATCH DOOR R1	BANANA SHUTTERS
MP96	METAL PANEL	PIONEER ARCHITECTURAL SYSTEMS	PAINT TO MATCH DOOR R1	
QF3	STAINLESS STEEL 1/4" X 1/2" OVERFLOW SCUPPER		NATURAL MILL FINISH	ALTERNATE. PETERSON PAC CLAD
QV4	METAL OVERHANG FACING	ATAS INTERNATIONAL INC.	RAPID-LOK FASCIA, CUSTOM EDGE-LOK FASCIA, COLOR: RIT WHITE	SEE A3.1 FOR DETAILS. ALTERNATE. PETERSON PAC CLAD
QV4	HIP ROOF FASCIA	ATAS INTERNATIONAL INC.	BRAME METAL, COLOR: 402 BONE WHITE	SEE A3.1 FOR DETAILS. ALTERNATE. PETERSON PAC CLAD
P48	ALUMINUM PARAPET CAP	ATAS INTERNATIONAL INC.	COLOR TO MATCH ADJACENT TRIM	ALTERNATE. PETERSON PAC CLAD
P81	PRE-FINISHED ALUMINUM BANANA SHUTTER	PIONEER ARCHITECTURAL SYSTEMS	COLOR TO MATCH ADJACENT TRIM	SHUTTER PER SPEC. CONTACT DET11-208-0002
PV02	ACCENT TRIM	AZEK	WHITE FINISH: SMOOTH	PRE-FINISHED. ALTERNATE. PAINT
PV02T	ACCENT TRIM	AZEK	1.5" X 2" WHITE FINISH: SMOOTH	PRE-FINISHED. ALTERNATE. PAINT
R02	METAL ROOFING	ATAS INTERNATIONAL INC.	METAL DUTCH BEAM (1.5" X 12.25", COLOR: 402 COPPERTONE)	ALTERNATE. PETERSON PAC CLAD
R02	STANDING SEAM ROOF HIP CAP	ATAS INTERNATIONAL INC.	TO MATCH METAL ROOFING	ALTERNATE. PETERSON PAC CLAD
R02P	ROOF SUPPORT & PLATE	PIONEER ARCHITECTURAL SYSTEMS	POWDER COAT, MATCH SW 0001	SEE STRUCTURAL. ALL ROOF NOT INDICATED ON STRUCTURAL. ARE PURELY DECORATIVE. SEE 21A3.1
S01	STUCCO CONTROL JOINT, 3/4" WIDE			1/2" SHARED ACCORDION STYLE. SEE SPECS
S01N	ILLUMINATED SIGNAGE			SIGN BY WAWA. SURFACE MOUNTED
S01P	MP103: SOLID AND VENTED	ATAS INTERNATIONAL INC.	BONE WHITE	BUILDING OVERHANGS. ALTERNATE. PETERSON PAC CLAD
SPAN	SPANDREL GLASS, 1/2" INSULATED TEMPERED	VERICON	SUBZERO BRONZE	SEE DETAIL 1A & 1B AT ALTERNATE. QUALITY STONE VENDOR. SEE SPECIFICATIONS VERTICAL GROUT JOINTS: 3/16" MAX. WIDTH. GROUT WITH BORGAL AT1 BARNUM 21001
STN1	MANUFACTURED STONE VENEER	BORGAL	SOUTHWEST BLEND PF-0018. PRO-FIT LEDESTONE	
STN2	PRE-CAST MANUFACTURED STONE (WATERTABLELESS)	BORGAL	TALPUE COV-1218	
STN2	PRE-CAST STONE BASE	ITALIAN CAST STONE	7/16" X 4" X 16" LENGTH, COLOR: ICS-LS-WAWA SABA, FINISH: "LIGHT SMOOTH". MAINTAIN CONSISTENT COLOR THROUGHOUT PROJECT	
STN6	PRE-CAST STONE CAP	ITALIAN CAST STONE	COLOR: WHITE	SEE DETAIL 1A & 1B AT ALTERNATE. QUALITY STONE VENDOR. SEE SPECIFICATIONS VERTICAL GROUT JOINTS: 3/16" MAX. WIDTH. GROUT WITH BORGAL AT1 BARNUM 21001
STN6	STONEFRONT SYSTEM	KARNIER	CLEAR ANODIZED	SEE SHEET A10 GROUT JOINTS 3/16" MAX. WIDTH. COLOR: WHITE (TO MATCH STONE CAP)
STU1	STUCCO	SENERGY	WIDE MERINGUE FINISH: SAHARA	SEE SPECIFICATIONS
STU2	STUCCO	SENERGY	WIDE STAIN WHITE FINISH: FINE	
T01	1/2" INSULATED TEMPERED GLASS			SEE SPECIFICATIONS
T01T	1/2" INSULATED TEMPERED GLASS	PPG	SCALDRAY VLT. SEE SPECS	SEE SPECIFICATIONS
T4	SEE A4P ACCESS HATCH		FACTORY FINISH	REFER TO DOOR SCHEDULE, SHEET A1

NOTES

1. ANY EQUIPMENT ATTACHED TO THE BUILDING SHALL BE PAINTED TO MATCH WALL TO WHICH IT IS ATTACHED.

2. ROOFTOP EQUIPMENT WILL BE SCREENED FOR A DISTANCE OF 600' IN ANY DIRECTION.

3. EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE 2017 FBC, TABLE 705.8.

4. ANY PROPOSED SPANDREL GLASS SHALL PROVIDE AT THE SAME TINT AND COLOR AS THE VISION GLASS. BLACK OUT GLASS WILL NOT BE PERMITTED.

5. WALL CONSTRUCTION SHALL COMPLY WITH THE 2017 FBC, TABLE 602.

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
www.cuhaci.com

Cuhaci & Peterson
Architects Engineers Planners
ORLANDO • PHILADELPHIA

WAWA
STORE #
250 W. BALTIMORE PIKE
WAWA, PA 19383

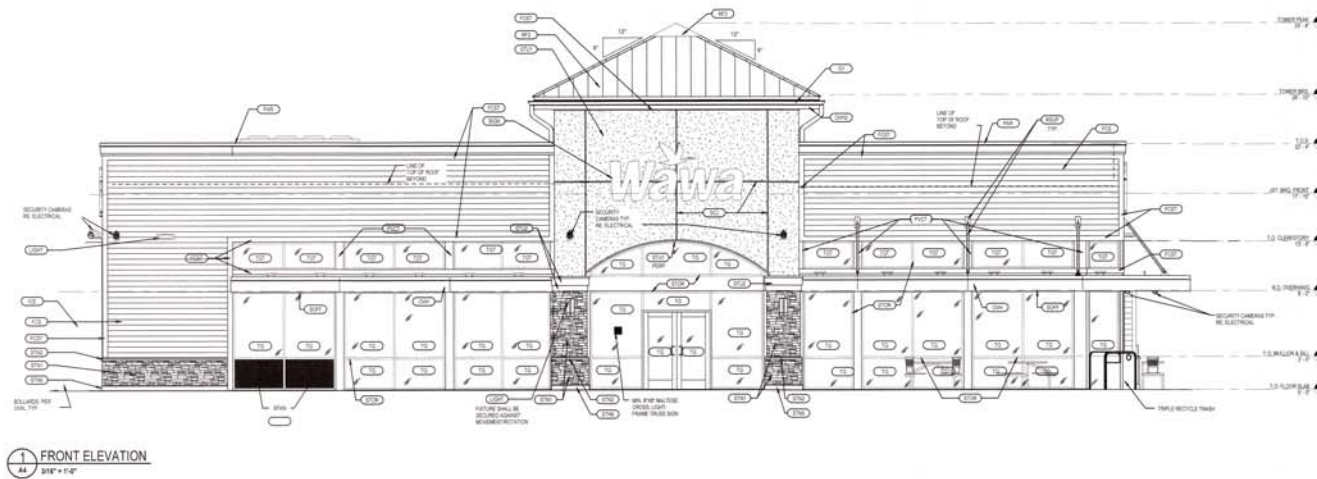
PROJECT NAME
WAWA PROTOTYPE F85FB_V2017.01
STORE #
WOOLBRIOT RD. & S. CONGRESS AVE.
BOYNTON BEACH, FL



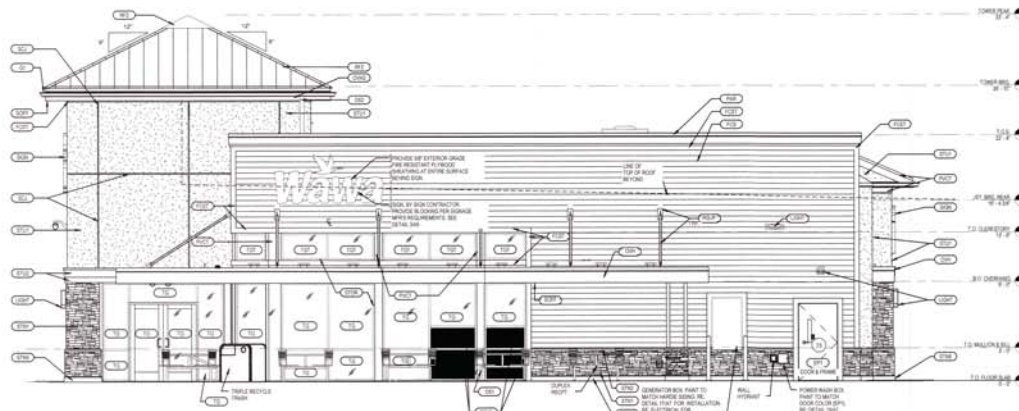
No.	Description	Date
1	ISSUED FOR PERMIT	03/15/18
2	REVISIONS	03/15/18
3	REVISIONS	03/15/18

PROJECT NO.	DATE	DRAWN	CHECKED
217569	03-20-2017	DS	

A4.1



1 FRONT ELEVATION
84 318" = 1'-0"



2 RIGHT ELEVATION
A4 3/16" x 1-2"

NOTE: ALL SIGNAGE WILL BE PERMITTED SEPARATELY.

[illegible]

- NOTES**
1. ANY EQUIPMENT ATTACHED TO THE BUILDING SHALL BE PAINTED TO MATCH WALL TO WHICH IT IS ATTACHED.
 2. ROOFTOP EQUIPMENT WILL BE SCREENED FOR THE DISTANCE OF 600' IN ANY DIRECTION.
 3. EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE 2017 FBC, TABLE 705.5.
 4. ANY PROPOSED SPANDREL GLASS SHALL PROVIDE AT THE SAME TINT AND COLOR AS THE VISION GLASS. BLACK OUT GLASS WILL NOT BE PERMITTED.
 5. WALL CONSTRUCTION SHALL COMPLY WITH THE 2017 FBC, TABLE 602.

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
Walter C. P. Smith
Florida Commercial Certificate #A-1788220



Cuhaci & Peterson
Architects Engineers Planners
ORLANDO • PHILADELPHIA

CLIENT NAME: **WAWA**
360 W. BALTIMORE
WAWA, PA 19080

CLIENT NAME
WAWA
360 W. BALTIMORE PIKE
WAWA, PA 19063

OTYPE F85FB_v2017.01

PROJECT NAME
WAWA PROTECT
STORE #

EXTERIOR ELEVATIONS



No.	Description	Date
	ZONING	11/30/2017
	ZONING UPDATES	01/12/2018
	ZONING UPDATES	03/15/18

PROJECT NO.	212968
DATE	03-30-2017
DRAWN	DS
CHECKED	BL

A4

Wawa

Northeast Corner of Woolbright Road and Congress Avenue Conditional Use Justification Narrative

Brightwork Acquisitions, LLC ("Applicant") is the contract purchaser of the +/- 2.14 acre parcel, generally located on the northeast corner of Woolbright Road and Congress Avenue ("Property") within the City of Boynton Beach, Palm Beach County, Florida ("City"). The Property is comprised of two parcels, whose Parcel Control Numbers are 08-43-45-32-00-000-3080 and 08-43-45-32-00-000-3050. The Property is designated as Office Commercial ("OC") on the City's Future Land Use Map and is zoned Office Professional ("C-1"). Currently, the interior parcel is vacant. The parcel located on the hard corner of Woolbright Road and Congress Avenue is developed with a PNC Bank, which has been closed and consolidated with another branch located approximately one and a half miles north on Congress Avenue.



The Applicant proposes to redevelop the Property with a vibrant +/- 6,119 square foot Wawa ("Project"). In order to develop the Project, Applicant has requested a future land use map ("FLUM") amendment, rezoning, site plan approval, and a variance. Additionally, Applicant is also required to obtain conditional use approval for the gas station use because it is located less than two hundred (200) feet from the boundary of a residential zoning district (Chapter 3, Article IV, Section 3, Subsection D.46.a.11).

Standards for Evaluating Conditional Uses

Chapter 3, Article IV, Section 4 of the City's Land Development Regulations ("LDR") provides the standards used for evaluating conditional uses. Applicant will demonstrate below that the Project is consistent with the following standards:

- 1. Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;***

The Project provides ingress and egress on both the Urban Principal Arterial Road (Congress Avenue) and the Urban Minor Arterial Road (Woolbright Road) as well as cross access with the adjacent property to the east. The Project also provides two-way vehicular use areas throughout the site, which maximize the efficiency of traffic flow. The multiple access points combined with a variety of drive aisles throughout the site provide sufficient access in case of fire or catastrophe. Landscaped islands provide automobile safety in the parking lot. Bollards and crosswalks provide pedestrian safety around the perimeter of the building. Furthermore, the Project is subject to review and approvals from Palm Beach County with regard to traffic.

- 2. Off-street parking and loading areas where required, with particular attention to the items in subsection C.1. above, and the economic, glare, noise, and odor effects the conditional use will have on adjacent and nearby properties, and the city as a whole;***

The Project provides more than adequate parking on the Property. As such, sufficient parking on the Property creates little to no impact on adjacent and nearby properties. Additionally, the parking contains automobile and pedestrian safety features, such as landscaped islands and bollards. Because the Property is located on the hard corner of a major intersection, parking and loading has no impact to properties located to the west and south. The Project also has little to no impact on the adjacent property to the east, which is also comprised of a drive aisle and a parking lot for commercial retail strip uses. Finally, the Project is sensitive to the neighboring property to the north, which is a residential neighborhood. To mitigate any parking or loading impacts to the residents to the north, the Project provides a twelve (12) foot landscaped buffer, a six (6) foot wall, and an additional fifteen (15) foot setback adjacent to the existing canal.

- 3. Refuse and service areas, with particular reference to the items in subsection C.1. and C.2. above;***

Adequate refuse areas have been provided with sufficient access to the refuse areas for service. The refuse area is screened by both the six (6) foot wall and twelve (12) foot landscaping just south of the existing canal, which provides adequate protection for the neighboring residents to the north. The location of the refuse area for the adjacent property to the east is a mirror image; thus, the Project's cross access provides an efficient service area.

4. *Utilities, with reference to locations, availability, and compatibility;*

The Project will be subject to concurrency review and will not have any impacts different from neighboring properties to the availability of public services or infrastructure.

5. *Screening, buffering and landscaping with reference to type, dimensions, and character;*

As mentioned above, the Project provides a fifteen (15) foot setback, a twelve (12) foot landscaped buffer, and a six (6) foot wall just south of the existing canal. A five (5) foot landscaped buffer is proposed to the east, and ten (10) foot landscaped buffers to the west and south.

6. *Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties;*

The Project's signs and proposed exterior lighting do not produce any glare that is detrimental to traffic safety or economic effects. Well planned lighting can help prevent accidents, deter crime, and maintain an attractive community environment.¹ Specifically, parking lots should be designed to provide the lighting necessary to facilitate the safe movement of pedestrians and vehicles within parking areas and prevent vandalism, auto theft, and personal crime.² This is especially important for gas station parking lots due to the high traffic of pedestrians and vehicles, and where the safety of the City's residents take precedence. The Project's exterior lighting has been well planned and utilizes today's technology, which can control glare and spillage with LEDs and shields.

7. *Required setbacks and other open spaces;*

The Project exceeds all of the minimum setback and open space requirements.

8. *General compatibility with adjacent properties, and other property in the zoning district;*

The Project is more compatible with adjacent properties and other property in the zoning district. Applicant's Property is only one of four commercial properties remaining with an OC future land use designation that fronts Congress Avenue. By expanding the use options to a threshold similar to other properties along Congress Avenue, the Applicant is able to

¹ <https://www.village.germantown.wi.us/DocumentCenter/View/44>

² <https://www.village.germantown.wi.us/DocumentCenter/View/44>

propose a use that will serve the continuously expanding residential population along the Congress Avenue Corridor. Furthermore, City staff has indicated that market trends demonstrate more support for retail than for office development in the City according to the 1st quarter report by Cushman and Fields. Similarly, there is a need to rezone the Property to C3. When evaluating the zoning map holistically, a majority of the commercial properties fronting Congress Avenue are zoned C3 on the City's official zoning map. Applicant's Property is only one of three properties remaining that are zoned C1 fronting Congress Avenue. Thus, the Project minimizes land use conflicts and maintains the character of this major thoroughfare (FLUE Goal 1). Furthermore, the Project reduces uses that are inconsistent with the character of Congress Avenue by eliminating these future land use designations and zoning districts that are no longer consistent within the development pattern on Congress Avenue.

9. Height of buildings and structures, with reference to compatibility and harmony to adjacent and nearby properties, and the city as a whole;

The proposed building does not exceed the maximum height requirements and is comparable or less than adjacent and nearby properties.

10. Economic effects on adjacent and nearby properties, and the city as a whole;

The Project will produce beneficial economic effects on adjacent and nearby properties as well as the City as a whole. Restaurants, convenience stores, fuel, and ATM's are some of the most complimentary uses to surrounding businesses and residential neighborhoods. It is a local convenience as intended by LRC future land use designation. Coffee, breakfast, lunch, and snacks are staples for neighborhood businesses and residents. Additionally, it provides commercial retail services, which support the resident and visitor populations as well as creating employment opportunities for the adjacent residential communities (FLUE Policy 1.3.1.b). Property values of adjacent and nearby properties would increase because the proposed Project provides a staple retail service demanded daily by neighboring residents and businesses.

11. Where applicable, the proposed use furthers the purpose and intent of a corresponding mixed use zoning district or redevelopment plan;

A mixed use zoning district or redevelopment plan is inapplicable to this Project.

12. Compliance with and abatement of nuisances and hazards in accordance with the operational performance standards as indicated in [Chapter 3, Article IV, Section 1](#) and the Noise Control Ordinance, and City Code of Ordinances [Part II, Chapter 15, Section 15-8](#); and

The proposed use is compliant with the operational performance standards listed in LDR Chapter 3, Article IV, Section 1. The proposed use does not produce nuisances and hazards in the form of noise, vibrations, particular matter, odor, toxic matter, fire, explosions, heat, humidity, glare, waste, or electromagnetic interference. The fueling stations are subject to

federal and state safety standards, which provide protections from the nuisances and hazards of fuel. All restaurant and convenience store activity takes place entirely within the fully enclosed building and no chimneys are needed, which can create noxious fumes.

13. Required sound study and analysis. All conditional use applications for bars, nightclubs and similar establishments shall include the following analysis performed by a certified acoustic engineer: a. Data on the sound emitting devices/equipment and the methods and materials to be used to assure that the acoustic level of the City Code will be met; b. The analysis shall specify the authority and/or basis for determination of the acoustic level of the sound emitting devices/equipment; c. The analysis of any sound retention, reduction or reflection shall include information such as the nature, types and coefficients of sound absorbent and sound-reflecting materials to be used, coatings of the surfaces of ceilings, walls, windows, and floors and insulation to be used; and/or d. It shall also verify that sound standards shall be met during the normal opening of doors for people entering and exiting the establishment.

This standard is inapplicable to this Project because there are no proposed uses for bars, nightclubs, and similar establishments.

EXHIBIT D

Conditions of Approval

Project Name: Wawa Gas Station
 File number: MSPM 18-002
 Reference: 3rd review plans identified as a Major Site Plan Modification with a April 24, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None. All previous comments addressed at DART meeting.		
FIRE		
Comments: None. All previous comments addressed at DART meeting.		
POLICE		
Comments: None. All previous comments addressed at DART meeting.		
BUILDING DIVISION		
Comments: None. All previous comments addressed at DART meeting.		
PARKS AND RECREATION		
Comments: None		
PLANNING AND ZONING		
Comments:		
1. It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004 and an affidavit provided to the City Clerk.	X	
2. The number of gas stations allowed at an intersection is limited to two (2). If the proposed code revision is not approved, project approval would be conditioned upon the filing and approval of a variance request.	X	
3. A minimum lot frontage of 225' is required along the two (2) arterial rights-of-way. If the proposed code revision is not approved, project approval would be conditioned upon the filing and approval of a variance request.	X	

DEPARTMENTS	INCLUDE	REJECT
4. Driveways shall be located a minimum distance of 30' from any property line. Neither driveway proposed meets this code requirement. If the proposed code revision is not approved, project approval would be conditioned upon the filing and approval of a variance request.	X	
5. Please provide a letter from LWDD allowing the landscaping proposed on the outside of the buffer wall, within their easement. If approval is not provided the site plan will require to be amended to accommodate all buffer landscaping on your property.	X	
6. Please depict the use of two (2) colorful shrub species planted around the base of the monument signs.	X	
7. Please place a note on Sheets A1 through A4.1 stating that No store fixtures or other equipment over 42" in height shall be placed in front of vision glass so as to obscure any view into, or out of, the building.	X	
8. Downspouts are required to be encased within architectural features. Please revise the drawings accordingly.	X	
9. Any music or running ads streaming at the pump island canopy shall be discontinued between the hours of 7PM and 7AM to prevent impacts on nearby neighborhoods.	X	
10. Revise landscape drawings to ensure that small sodded areas are omitted and replaced with ground cover plantings.	X	
11. The swing gates for the new dumpster enclosure location will encroach into the drive aisle when in an open position. Please correct.	X	
12. Sheet TM-1, Tree Mitigation, has a note indicating payment into the "City's Tree Fund", rather than mitigating those removed. The City no longer recognizes a tree fund. Therefore, please replace any material proposed to be removed with new/different material, or relocate more of the existing material proposed to be removed. Staff may permit some understory and accent plantings to account for some of the mitigated materials.	X	
13. Please replace Sheets C-13 and C-14, as the reproduction of those sheets are blurred/smudged.	X	
14. Sign bands are limited to 80% coverage and may not encroach on and architectural elements.	X	
15. Canopy /under canopy signage is in excess of what is permitted. Staff recommends omitting the canopy sign (once sign is	X	

DEPARTMENTS	INCLUDE	REJECT
redesigned/sized to meet code it will not be legible) and keeping the under canopy signs.		
16. Move the site address to be centered at the top of the monument signs.	X	
17. Additional needed comments regarding proposed signage will be rendered at time of permitting.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: Not applicable.		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments:		
18. Provide an additional handicap parking space on both the east and west side of the building.	X	
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\Wawa Gas Station\StaffReport\MSPM 18-002 COA.doc

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Wawa Gas Station (MSPM18-002 / COUS 18-001)

APPLICANT: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP

APPLICANT'S ADDRESS: 14 Southeast 4th Street, Suite 36, Boca Raton, Florida 33432

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: May 10, 2018

APPROVAL SOUGHT: Conditional Use approval associated with a request for Major Site Plan Modification approval for the construction of a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump stations, and related site improvements, located in a C-3 Community Commercial zoning district.

LOCATION OF PROPERTY: 2505 W. Woolbright Road and adjacent property to the east

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant
 ☒ HAS
 _____ HAS NOT

established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."
4. The Applicant's request is hereby
 ☒ GRANTED subject to the conditions referenced in paragraph 3 above.
 _____ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: _____

DATED: _____ City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

The requested action is to discuss the value of adopting the Palm Beach County Panhandling Ordinance.

EXPLANATION OF REQUEST:

Current Police Department Strategy

In the last six months the police department has begun utilizing the following state statutes to enforce panhandler related crimes and issues. The method in which our outdated records management system operates it is difficult to tabulate the total number of citations issued in panhandling related instances.

316.2045 Obstruction of public streets, highways, and roads.—

(1) It is unlawful for any person or persons willfully to obstruct the free, convenient, and normal use of any public street, highway, or road by impeding, hindering, stifling, retarding, or restraining traffic or passage thereon, by standing or approaching motor vehicles thereon, or by endangering the safe movement of vehicles or pedestrians traveling thereon; and any person or persons who violate the provisions of this subsection, upon conviction, shall be cited for a pedestrian violation, punishable as provided in chapter 318.

(2) It is unlawful, without proper authorization or a lawful permit, for any person or persons willfully to obstruct the free, convenient, and normal use of any public street, highway, or road by any of the means specified in subsection (1) in order to solicit. Any person who violates the provisions of this subsection is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Organizations qualified under s. 501(c)(3) of the Internal Revenue Code and registered pursuant to chapter 496, or persons or organizations acting on their behalf are exempted from the provisions of this subsection for activities on streets or roads not maintained by the state. Permits for the use of any portion of a state-maintained road or right-of-way shall be required only for those purposes and in the manner set out in s. 337.406.

316.130 Pedestrians; traffic regulations.—

(1) A pedestrian shall obey the instructions of any official traffic control device specifically applicable to the pedestrian unless otherwise directed by a police officer.

(2) Pedestrians shall be subject to traffic control signals at intersections as provided in s. 316.075, but at all other places pedestrians shall be accorded the privileges and be subject to the restrictions stated in this chapter.

(3) Where sidewalks are provided, no pedestrian shall, unless required by other circumstances, walk along and upon the portion of a roadway paved for vehicular traffic.

(5) No person shall stand in the portion of a roadway paved for vehicular traffic for the purpose of soliciting a ride, employment, or business from the occupant of any vehicle.

(8) No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield.

(19) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as either a pedestrian violation or, if the infraction resulted from the operation of a vehicle, as a moving violation.

810.09 Trespass on property other than structure or conveyance.—

(1)(a) A person who, without being authorized, licensed, or invited, willfully enters upon or remains in any property other than a structure or conveyance:

1. As to which notice against entering or remaining is given, either by actual communication to the offender or by posting, fencing, or cultivation as described in s. 810.011; or

2. If the property is the unenclosed curtilage of a dwelling and the offender enters or remains with the intent to commit an offense thereon, other than the offense of trespass, commits the offense of trespass on property other than a structure or conveyance.

(b) As used in this section, the term “unenclosed curtilage” means the unenclosed land or grounds, and any outbuildings, that are directly and intimately adjacent to and connected with the dwelling and necessary, convenient, and habitually used in connection with that dwelling.

(2)(a) Except as provided in this subsection, trespass on property other than a structure or conveyance is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Trespass Warning Agreements

In the past 14 months the police department has entered into **76** trespass warning agreements with local business including shopping malls, gas stations and 94 percent of convenience stores. It is our intent to continue this process. The trespass agreement essentially make the police department an agent of the business allowing us to trespass individuals without the consent or involvement of the owner. We are currently awaiting additional signs that we offer to smaller businesses at no cost.

The following is the Palm Beach County Panhandling Ordinance that is being considered.

Sec. 18-7. - Solicitation and distribution on public roads.

• (a)

Title. This section shall be entitled the "Palm Beach County Solicitation and Distribution on Public Roads Ordinance."

(b)

Intent. It is the intent of this section to protect the health, safety and general welfare of the citizens of Palm Beach County, to assure the free, orderly, undisrupted movement of motorized vehicles on public roads within unincorporated Palm Beach County and to provide for safety in the interest of pedestrians and occupants of motorized vehicles located on public roads within unincorporated Palm Beach County. This section is not intended to control traffic, as that term is defined in F.S. Ch. 316. This section is intended to apply evenhandedly to all persons who engage in the activities proscribed herein, regardless of their message. This section is intended to be narrowly tailored to serve the significant government interest of public safety, and to leave open ample alternative channels of displaying information, distributing goods and materials, and soliciting business and charitable contributions.

(c)

Definitions.

Road shall include roads, streets, roadbeds, ramps, medians, traffic islands and all other ways open to travel by operators of motorized vehicles within unincorporated Palm Beach County. This definition excludes private roads and roads that are not open to motor vehicle travel.

(d)

Findings and determinations. The County hereby finds and determines that allowing the interaction of pedestrians and motor vehicles in close proximity is inherently dangerous on State and County roads and persons engaging in displaying information of any kind, distributing materials or goods, or soliciting business or charitable contribution on roads is hazardous to public safety, both for occupants of vehicles located on public roads and for persons engaging in such display of information, distribution of material or goods and solicitation of business or charitable contribution.

The County further hereby finds and determines that the prohibitions set forth in this section are narrowly tailored to serve the significant interest of promoting and protecting the public health, safety and welfare of the citizens of Palm Beach County, and that said prohibitions leave open ample alternative channels of communication.

(e)

Prohibitions.

(1)

No person shall be upon or go upon any road for the purpose of displaying information of any kind.

(2)

No person shall be upon or go upon any road for the purpose of distributing materials or goods or soliciting business or charitable contributions of any kind.

(3)

The language in this [sub)section is not intended to apply to traffic control signage or personnel or maintenance and construction personnel engaged to perform authorized activities on roads.

(f)

Applicability. The provisions of this section shall embrace all public roads that are open to motor vehicle traffic within the unincorporated area of Palm Beach County, including State roads, interstate ramps and County roads and to all municipalities within Palm Beach County that elect to have the provisions of this section apply within their respective jurisdictions.

(g)

Penalties.

(1)

Pursuant to F.S. § 125.69(1), any person convicted of violating the provisions of this section shall be punished by a fine not to exceed five hundred dollars (\$500.00), by imprisonment not to exceed sixty (60) days, or by such fine and imprisonment.

(2)

In addition to the penalties provided by subsection (1) of this [sub)section [(g)], any violation of this section shall be subject to appropriate civil action in a court of appropriate jurisdiction.

(Ord. No. [2015-025](#) , §§ 1—7, 6-23-15)

Editor's note— Ord. No. [2015-025](#) , §§ 1—7, adopted June 23, 2015, did not specifically amend the Code; hence, inclusion herein as [§ 18-7](#) was at the discretion of the editor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Allow officers to utilize state statutes and city ordinances to enforce panhandler related crimes and issues.

FISCAL IMPACT: Non-budgeted

Costs Associated for City Ordinance Violations :

The city attorney must act as the prosecution and must also pay for the defendant's attorney's fees. The city attorney estimates the average minimum billable hours to be 4 hours for the city attorney and 10 hours for the defense attorney if the case goes to trial at an average rate of \$205.00 for a total of \$2,870.00 per incident.

ALTERNATIVES:

Continue utilizing the following state statutes to enforce panhandler related crimes and issues. Doing so will save money which can go towards trespass agreements.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-014 - FIRST

READING - Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, Zoning, Article II. General Provisions, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain site standards, facilitating the expeditious siting, design and construction of new and replacement of public improvements.

EXPLANATION OF REQUEST:

To provide for the necessary flexibility in siting and replacing essential public infrastructure, and to ensure an expeditious processes when necessary, staff proposes amendments to the Land Development Regulations to exempt such public improvements from the basic site standards indicated in the Zoning Regulations, Chapter 3, Article III, *Zoning Districts and Overlays*. The standards from which such eligible public improvements would be exempt would include lot area, lot frontage, lot coverage, floor-area-ratio (FAR) and building setbacks. While it is important to provide flexibility in siting and site design to ensure the expeditious provision of public infrastructure, the proposed amendment would stress the review for achieving the intent of the Zoning Regulations as represented by the entire Land Development Regulations and generally summarized by Section 2. *Scope of Article I*. Each project should be reviewed to prevent impacts upon other properties, maintain a safe environment and where applicable, further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning.

The following new Section No. 11 is proposed for Chapter 3. *Zoning*, Article II. General Provisions:

"Section 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure.

Municipal projects including emergency facilities, essential services, and related infrastructure shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an expeditious processes when necessary. Exempt projects, shall be reviewed through the site plan review process for compliance with all other development standards including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also requires the subject project to be the principal use, on City-owned property. Municipal facilities and Essential Services and Infrastructure are defined within the Land Development Regulations, Chapter 1, Article II. *Definitions*.

Staff is recommending approval of the proposed code amendment to ensure the expeditious siting, site planning, and construction of municipal facilities and essential support services and infrastructure.

The Planning & Development Board reviewed this item on May 22nd and forwards it with a recommendation for approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The LDR amendment is intended to maximize municipal service delivery through expeditious siting, approval

and construction of new or replacement municipal facilities and infrastructure.

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance approving amendments to LDR Chapter 3, Article II, to add a New Section 11
<input type="checkbox"/> Staff Report	Staff Report & Proposed Amendment

ORDINANCE NO. 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING LAND DEVELOPMENT REGULATIONS CHAPTER 3, ZONING, ARTICLE II, "GENERAL PROVISIONS", TO ADD A NEW SECTION 11, "MUNICIPAL OPERATIONS AND EMERGENCY FACILITIES, ESSENTIAL SERVICES AND SUPPORT INFRASTRUCTURE" TO EXEMPT MUNICIPAL EMERGENCY AND SUPPORT FACILITIES, INCLUDING ESSENTIAL SERVICES AND INFRASTRUCTURE FROM CERTAIN BUILDING AND SITE STANDARDS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, to provide for the necessary flexibility in siting and replacing essential public infrastructure, and to ensure an expeditious processes when necessary, staff proposes amendments to the Land Development Regulations to exempt such public improvements from the basic site standards indicated in the Zoning Regulations, Chapter 3, Article III, *Zoning Districts and Overlays*; and

WHEREAS, the standards from which such eligible public improvements would be exempt would include lot area, lot frontage, lot coverage, floor-area-ratio (FAR) and building setbacks; and

WHEREAS, while it is important to provide flexibility in siting and site design to ensure the expeditious provision of public infrastructure, the proposed amendment would stress the review for achieving the intent of the Zoning Regulations as represented by the entire Land Development Regulations and generally summarized by Section 2. *Scope* of Article I; and

WHEREAS, each project should be reviewed to prevent impacts upon other properties, maintain a safe environment and where applicable, further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning; and

WHEREAS, The LDR amendment is intended to maximize municipal service delivery

31 through expeditious siting, approval and construction of new or replacement municipal facilities
32 and infrastructure; and

33 **WHEREAS,** the City Commission has considered the recommendations and has
34 determined and finds that it is in the best interest of the citizens and residents of the City of
35 Boynton Beach, Florida to approve the amendments to the Land Development Regulations as
36 contained herein.

37 **NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**
38 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

39 **Section 1.** The foregoing whereas clauses are true and correct and are now ratified and
40 confirmed by the City Commission.

41 **Section 2.** Chapter 3, Zoning, Article II, General Provisions, is amended to add a new
42 Section 11, Municipal Operations and Emergency Facilities, Essential Services and Support
43 Infrastructure as follows:

44 Section 11. Municipal Operations and Emergency Facilities, Essential Services and Support
45 Infrastructure

46
47 Municipal projects including emergency facilities, essential services, and related infrastructure
48 shall be exempt from certain development and site standards, which are limited to minimum lot
49 area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and
50 building setbacks. The purpose of this exemption is to provide for the necessary flexibility in
51 siting, replacing and maintaining essential public services and infrastructure, and to ensure an
52 expeditious process when necessary. Exempt projects shall be reviewed through the site plan
53 review process for compliance with all other development standards including the intent of the
54 Land Development Regulations. The review of all municipal projects should ensure that such
55 improvements further the City's vision and initiatives with respect to sustainability, capital
56 improvements planning, comprehensive planning and redevelopment planning. Eligibility also
57 requires the subject project to be the principal use, and on City-owned property. Municipal
58 facilities and Essential Services and Infrastructure are defined within the Land Development
59 Regulations, Chapter 1, Article II. Definitions.

60
61 **Section 3.** Each and every other provision of the Land Development Regulations not
62 herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

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

Section 6. Authority is hereby given to codify this Ordinance. The City Clerk is directed to work with the Land Development Regulations publisher to consolidate this ordinance and the exhibit for publication.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this day of , 2018.

SECOND, FINAL READING AND PASSAGE this day of , 2018.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Steven B. Grant

Vice Mayor – Christina L. Romelus

Commissioner – Mack McCray

Commissioner – Justin Katz

Commissioner – Joe Casello

VOTE

ATTEST:

Judith A. Pyle, CMC
City Clerk

99 (Corporate Seal)



**DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-036**

TO: Chair and Members
Planning & Development Board

FROM: Michael Rumpf
Planning and Zoning Director

DATE: May 18, 2016

RE: Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, *Zoning*, Article II. *General Provisions*, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain building and site standards, facilitating the expeditious siting, design, construction or replacement of public improvements.

EXPLANATION & PROPOSED AMENDMENTS

To provide for the necessary flexibility in siting and replacing essential public infrastructure, and to ensure expeditious processes when necessary, staff proposes amendments to the Land Development Regulations (LDR) to exempt such public improvements from the basic site standards indicated in the *Zoning Regulations*, Chapter 3, Article III, *Zoning Districts and Overlays*. The standards from which such eligible public improvements would be exempt would include lot area, lot frontage, lot coverage, floor-area-ratio (FAR) and building setbacks. While it is important to provide flexibility in siting and site design to ensure the expeditious provision of public infrastructure, the proposed amendment would stress the review for achieving the intent of the *Zoning Regulations* as represented by the entire Land Development Regulations and, in part, summarized by Section 2. *Scope* of Article I. Each project should be reviewed to prevent impacts upon other properties, maintain a safe environment and where applicable, further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning.

The following new Section No. 11 is proposed for Chapter 3. *Zoning*, Article I. *Overview*:

"Section 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure

Municipal projects including emergency facilities, essential services, and related infrastructure shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an

expeditious process when necessary. Exempt projects shall be reviewed through the site plan review process for compliance with all other development standards including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also requires the subject project to be the principal use, and on City-owned property. Municipal facilities and Essential Services and Infrastructure are defined within the Land Development Regulations, Chapter 1, Article II. *Definitions*.

CONCLUSION/RECOMENDATION

Staff is recommending approval of the proposed code amendment to ensure the expeditious siting, site planning, and construction of municipal facilities and essential support services and infrastructure.

Attachments

S:\Planning\SHARED\WP\SPECPROJ\CODE REVIEW\CDRV 18-004 Public Infrastructure Site Standards\Staff Report.doc



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-015 - FIRST READING - Approve Ordinance amending Part II. "Code of Ordinances," Chapter 2, "Administration," By creating a new Article XIX, entitled "Requirements for City of Boynton Beach's Docked Bike Share Systems"; providing for definitions, codification, conflicts, severability, and an effective date

EXPLANATION OF REQUEST:

A bike share system is an automated system in which bicycles are made available for shared use via membership subscriptions or short-term rentals to individuals who do not own them. Bike sharing offers the following benefits to cities:

- Provide affordable access to bicycles for short-distance trips in urban areas
- Provide an alternative to motorized public transportation or private vehicles
- Help reduce traffic congestion, parking congestion, noise, and air pollution
- Connect users to public transit networks
- Address some of the primary disadvantages to bicycle ownership such as loss from theft or vandalism, lack of parking or storage, and maintenance.
- Provide a favorable amenity for visitors

Bike sharing supports the City's mobility, sustainability, health, economic, and social goals by helping bicycling become a more viable alternative mode of transportation in Boynton Beach. Bike sharing encourages new bicycle commuters; promotes commerce by enhancing access to business, shopping, dining and entertainment venues; and provides first and last mile solutions for the existing transit system.

This ordinance specifies minimum requirements for a "docked" bike share system, wherein bikes are checked out and returned to permanent docking stations. These standards pave the way for the City Commission to approve one or more nonexclusive agreements with bike share system operators in Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

By adopting minimum standards, the City of Boynton Beach will be able to encourage qualified bike share businesses to operate within the City, helping to achieve the city's goals of encouraging bicycling, reducing vehicle miles traveled and single occupancy vehicle trips, expanding transportation options, and reducing greenhouse gas emissions.

FISCAL IMPACT: Non-budgeted

There is no fiscal impact to the City as all costs for the program will be borne by third party entities.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:**CLIMATE ACTION:** Yes**CLIMATE ACTION DISCUSSION:**

Climate Action Plan 2015 Revision, Initiative T-6: Use and expand Transportation Demand Management (TDM) strategies, which reduce peak hour and single-occupant vehicle travel. These include Vanpool and Carpool programs, Car and Bike Sharing programs, a high-occupancy vehicle incentive program, preferred employee parking incentives and Commute Trip Reduction programs.

Is this a grant? No**Grant Amount:**

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance approving Bike Share Code language

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART II. "CODE OF ORDINANCES," CHAPTER 2, "ADMINISTRATION," BY CREATING A NEW ARTICLE XIX, ENTITLED "REQUIREMENTS FOR CITY OF BOYNTON BEACH'S DOCKED BIKE SHARE SYSTEMS"; PROVIDING FOR DEFINITIONS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS from time to time the City's staff reviews its Code of Ordinances to determine whether such ordinances may be made more efficient; and

WHEREAS, the City staff has reviewed Part II, Chapter 2 of the Code of Ordinances and determined that that a Docked Bike Share System should be implemented in the City; and

WHEREAS, upon the recommendation of staff, the City Commission deems it to be in the best interest of the citizens and residents of the City to amend Part II, Chapter 2 of the Code of Ordinances to add Section XIX to include a Docked Bike Share System.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. Part II, Chapter 2, "Administration" is hereby amended by creating a new Article XIX, entitled "Requirements for City of Boynton Beach's Docked Bike Share Systems," to read as follows:

Chapter 2 Administration

Article XIX. Requirements for City of Boynton Beach's Docked Bike Share Systems.

(a) *Definitions.* For purposes of this Section, the following words and phrases shall have the following meanings:

- (1) *Agreement* shall mean a nonexclusive agreement between a bike share operator and the City of Boynton Beach as approved by the City Commission.
- (2) *Bike Share Station (or Station)* shall include, but not be limited to the following items located within a designated area: docking structure, kiosk, map display, system bicycles or other equipment attached to and necessary for the facility's operation.

1 (3) *Bike Share System (or System)* shall mean an automated system in which bicycles are
2 made available for shared use via membership subscriptions or short-term rentals to
3 individuals who do not own them. As used herein, Bike Share System shall
4 specifically refer to a docked system wherein bikes are checked out and returned to
5 permanent docking stations.

6 (4) *City* shall mean the City of Boynton Beach.

7 (5) *Customer* shall mean any person using a bike share system.

8 (6) *Kiosk* shall mean the physical structure and housing for the automated payment
9 terminal at which users can access the bike share system with a membership card,
10 pay for a rental with a credit or debit card, and receive information about the bike
11 share system.

12 (7) *Operator* shall mean any entity that owns and/or operates a bike share system.
13

14 (b) *Agreement Required.* Operators must have a nonexclusive agreement approved by the City
15 Commission to lawfully operate a bike share system within the City. Agreements must comply
16 with the requirements set forth in this ordinance.
17

18 (c) *Administrative Review for Dockless Use of Bike Share System.* This ordinance specifies
19 requirements for docked bike share systems only. If an Operator or the City desires to use the
20 system or any of its bicycles on a “dockless” basis (i.e., bikes could be dropped off and picked
21 up at any location, outside of the permanent bike share stations), such a proposal would be
22 subject to administrative review.
23

24 (d) *Operations.* Operator shall be solely responsible for all costs and expenses to implement
25 and maintain the bike share system.

26 (1) Bike share systems shall provide bike sharing services and rentals at automated, self-
27 service kiosks.

28 (2) Bikes shall be GPS-enabled to allow Operators to track their locations.

29 (3) All pricing charged to the customer shall clearly explain structure for ride and time
30 period as well as fees for additional or overage periods. The maximum charge should
31 be clearly stated.

32 (4) Operators shall have a 24-hour customer service phone number for customers to
33 report safety concerns, complaints, or ask questions.

34 (5) Any inoperable bicycle, or any bicycle that is not safe to operate, shall be removed
35 from the system within 24 hours of notice, and shall be repaired before being put back
36 into service.

37 (6) Bike share systems shall include visible language within the Operator’s mobile and
38 web application that notifies the customer that:

39 a. People on bicycles are encouraged to wear helmets.

40 b. People on bicycles must follow all traffic laws.

41 (7) Stations shall provide clearly posted reference to Bicycle Safety Laws (i.e., Florida
42 General Statutes 316.2065)

43 (8) Operators shall provide the City with a current contact name and phone number for staff
44 that are capable of relocating and repairing bicycles.

45 (9) Operators shall provide data, records, and reports at the City's request, according to
46 terms specified in the Agreement.

1
2 (e) *Bicycles*. All bicycles operated by a bike share system Agreement with the City shall:
3 (1) Meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16,
4 Chapter II, Subchapter C, Part 1512 –Requirements for Bicycles, as amended.
5 Additionally, all bike share operators shall meet the safety standards outlined in ISO
6 43.150 – Cycles, subsection 4210, as amended.
7 (2) Meet the requirements in Florida General Statutes 316.2065 (7) regarding lamps and
8 reflectors, and other state, federal, and local requirements.
9 (3) Have an emblem of the Operator, contact information including website and phone
10 number, and a prominently displayed unique identifier.
11 (4) Be high quality and sturdily built to withstand the effects of weather and constant use
12 for a minimum of five years.
13 (5) Accommodate a wide range of users.
14 (6) Be well maintained and in good riding condition.
15

16 (f) *Insurance*. The Operator shall provide and maintain such public liability and property damage
17 insurance for the entirety of any existing lease agreement(s) with the City to protect the City
18 from all claims and damage to property or bodily injury, including death, which may arise from
19 any aspect of the Agreement or its operation. Such coverage should be maintained, at a
20 minimum, in the amount of \$1,000,000 per occurrence with an annual aggregate coverage of
21 \$2,000,000. The Operator shall maintain a Commercial Automobile Liability insurance limit of
22 \$1,000,000. The Operator shall secure Worker's Compensation coverage for any and all
23 employees and officers. Operator must secure coverage via insurers rated at least "A-, VI" or
24 better by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of
25 Florida, and that have been approved by the City. Operator must provide the City with
26 Certificate(s) of Insurance evidencing the required coverages including language granting the
27 City Additional Insured status, excluding the Workers Compensation policy.
28

29 (g) *Indemnification*. As a condition of the Agreement, the Operator must agree to indemnify,
30 hold harmless and defend the City, its representative, employees, and elected and appointed
31 officials, from and against all liability, claims, damages, suits, losses, and expenses of any kind,
32 including reasonable attorney's fees and costs for appeal, associated with or arising out of or
33 from the Agreement, the use of ROW or city owned property for Bike Share Systems operations
34 or arising from any negligent act, omission or error of the Bike Share System's owner, managing
35 agent, its agents or employees or from the failure of the managing agent or owner, its agents or
36 employees, to comply with each and every requirement of this division or with any other federal,
37 state, or local traffic law or any combination of same.
38

39 (h) *Docking Structures and Kiosks*. All kiosks and docking structures shall be designed and
40 constructed to meet the Florida Building Code and to comply with all applicable laws and
41 regulations, including City sign regulations and community appearance regulations. All kiosks
42 must adhere to the aesthetic requirements of other structures located near the specific kiosk
43 location. The Operator shall maintain the kiosks, bicycles, and docking structures free of
44 graffiti and in good, clean working order and repair, including the daily removal of trash and
45 debris from the station area.
46

1 (i) *Station Locations*. Bike share stations shall only be placed in sites that are mutually agreed
2 upon by the City and Operator, and which are approved by the City.
3

4 (1) The Bike Share System's owner, managing agent or both, shall be responsible to
5 ensure that the following requirements are met during operation of the Bike Share
6 System:

7 a. For locations within City right-of-way, the Operator shall submit a City of
8 Boynton Beach right-of-way application to the Engineering Division, and for
9 locations on City property the Operator shall submit a minor site plan
10 modification and building permit application to the City's Planning and
11 Zoning Division and Building Department, respectively. The application shall
12 include a site plan for each bike sharing station location. Plans shall be to
13 scale and show the footprint and design of the station, existing roadway,
14 striping, signage, lighting, parking meters, and sidewalk for a distance of at
15 least 25 ft. beyond the limits of all sides of the bike sharing station location.
16 No installation, permanent or temporary, shall be performed without a valid
17 permit. City may request, upon thirty (30) days written notice to Operator, that
18 one (1) or more bike sharing station(s) be removed, relocated, and/or restored.
19 Operator shall make all reasonable efforts to comply with City's request for
20 the removal, relocation and/or restoration of bike sharing station(s) within the
21 time provided above. Upon removal of a station, the right-of-way shall be
22 restored by the Operator, at no expense to the City, to a condition equal to or
23 better than the condition at the time of installation.

24 (2) For locations on private or public property that is controlled or managed by an
25 entity other than the City, the Operator shall be responsible for obtaining all required
26 permits and approval from property owners.

27 (3) Operators shall provide the City with pictures of each location prior to commencing
28 construction of a Bike Share System or kiosk, such that the City may confirm
29 restoration to the original condition of the location after a Bike Share System or kiosk
30 is removed.
31

32 (j) *Performance Bond*. Bike share operators shall provide the City with a performance bond in an
33 amount determined by the City to be sufficient to cover the obligations of the Operator under the
34 Agreement. The form of the bond shall be approved by the City and shall be executed by one or
35 more surety companies legally authorized to do business in the State of Florida. The bond shall
36 guarantee the performance of all the obligations of the bike share operator under the Agreement.
37 If an Operator increases the size of their fleet, the performance bond shall be adjusted
38 appropriately before deploying additional bicycles.
39

40 (k) *Fleet Size*. Operators shall state the desired maximum fleet size in the Agreement. The City
41 and Operator may agree to add additional bikes and/or stations if it is determined and mutually
42 agreed that there are not enough bicycles or locations to meet demand. The City shall have the
43 authority to limit an Operator's fleet size with reasonable discretion to protect the safety of the
44 traveling public and integrity of the bike share system itself and entire transportation system
45 within the public way.
46

1 (l) *Restoration.* After a Bike Share System is removed, the owner, managing agent or both shall
2 restore the right-of-way or city owned property to its original condition.
3
4
5



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO 18-016 - FIRST

READING - Approve Amateur Radio & TV Antennas (CDRV18-001) amending Chapter 3. Article V. Section 12 of the Land Development Regulations to update terminology, restrict the number of towers allowed, establish height limits and setbacks, while maintaining consistency with preemption regulations by the Federal Communications Commission (FCC). City-initiated.

EXPLANATION OF REQUEST:

This item was originally included within Ordinance 18-005, regarding telecommunications in Public Rights-of-Way and initially heard and approved on April 3rd. These amendments were removed from Ordinance 18-005 prior to adoption for further review and processing under a separate ordinance.

The Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations applicable to communications facilities in the public rights-of-way. The City Commission adopted Ordinance 18-005 on May 1, 2018 which amended the Code of Ordinances, Part II Chapter 25.1 *Communications Facilities in Rights-of-Way*, to implement the new regulations of the Act. Further amendments are necessary to Part III of the Land Development Regulations to avoid any conflict with the amendments in Ordinance 18-005 and to ensure consistency with Federal and State requirements. The proposed changes are intended to provide specific provisions for short wave radio communication systems pursuant to Federal Communications Commission's (FCC) PRB-1, the Amateur Radio Memorandum Opinion & Order. The Order prohibits local regulations from precluding amateur service communications; requires local governments to reasonably accommodate such communications; and limits local regulation systems to those that constitute the minimum practicable regulations to accomplish the state or local authority's legitimate purpose.

The proposed amendments include changes to Section 12 of Chapter 3 to insert provisions for amateur radio towers and antennas. A summary of the proposed amendments are as follows:

Section 12 - Amateur Radio and Television Antennas

- Update code terminology consistent with the industry;
- Allow Amateur Radio/CB antennas as accessory only in conjunction with a single family use;
- Simplify / clarify height standards for Citizens Band and TV towers by including only one standard for both freestanding and mounted towers
- Establishing height standards for amateur radio systems including a maximum height of 60 feet (limited to periods of active use), and setting a maximum tower and antenna height when retracted (maximum of 15 feet higher than the roof peak);
- Insert provisions for reasonable accommodation for HAM tower applications that fail to satisfy the development standards, in compliance with FCC requirements;
- Maintaining setbacks for amateur radio/CB antenna support structures consistent with the structure setbacks in the zoning district, and establish a minimum setback from easements of 10 feet; and,
- Exempt TV satellite dishes 40 inches or less in diameter from the location, height, setbacks, and screening requirements applicable to the single-family residential districts.

The Planning & Development Board reviewed this item at their meeting on March 27th and forwarded it with a recommendation for approval.

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

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Proposed Ordinance & Amendments
<input type="checkbox"/> Staff Report	Staff Report

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III. "LAND DEVELOPMENT REGULATIONS," CHAPTER 3, "ZONING," ARTICLE V, "SUPPLEMENTAL REGULATIONS," SECTION 12, "SATELLITE EARTH STATIONS AND ANTENNAS" OF THE CITY OF BOYNTON BEACH CODE OF ORDINANCES; TO PROVIDE FOR THE RENAMING OF THE SECTION TO BE "AMATEUR RADIO AND TELEVISION ANTENNAS"; TO PROVIDE FOR REVISIONS RELATED TO THE REGULATIONS RELATED TO THE PLACEMENT OF AMATEUR RADIO AND TELEVISION ANTENNAS; PROVIDING FOR CITY COMMISSION AUTHORITY, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Supreme Court held unanimously in *City of Hollywood v. Mulligan*, 934 So. 2d 1238, 1243 (Fla. 2006), that Article VIII, section 2(b) of the Florida Constitution and the Home Rule Powers Act, Florida Statutes § 166.021(3)(c), grant municipalities "broad authority to enact ordinances under its municipal home rule powers" and that "[u]nder its broad home rule powers, a municipality may legislate concurrently with the Legislature on any subject which has not been expressly preempted to the State"; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in regulating the siting of amateur radio and television antennas to promote the public health, safety, aesthetics, and general welfare; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in protecting residential areas and land uses from potential adverse impacts of amateur radio and television antennas; and

WHEREAS, such public interest extends to protecting, preserving and maintaining the health, safety and welfare of the residents while also protecting, preserving and maintaining the aesthetic character of areas where the residents reside and do business; and

WHEREAS, the City of Boynton Beach desires to avoid potential detrimental impacts to adjacent properties from antennas through engineering and careful siting; and

WHEREAS, the City finds that this Ordinance will advance the public health, safety, and welfare, and help to preserve the unique and extraordinary aesthetic qualities of the City, all within the bounds of the Act and other state and federal laws governing communications facilities.

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

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Amendment of City Code. Part III, "Land Development Regulations," Chapter 3, "Zoning," Article V, "Supplemental Regulations," Section 12, "Satellite Earth Stations and Antennas" of the City of Boynton Beach Code of Ordinances be, and the same are hereby amended as provided in **Exhibit "A"**, which is attached to this Ordinance, and hereby incorporated by reference (words that are stricken out are deletions; words that are underlined are additions).

SECTION 3. Codification and Reservation of Rights. This Ordinance shall be incorporated into the Boynton Beach City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made. Adoption and codification of this ordinance does not waive the city's right to contest or otherwise challenge the constitutionality validity, enforceability, and effectiveness of the Act or any part thereof and the city hereby reserves the right to contest and otherwise challenge the Act.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Boynton Beach, Florida, and shall apply to all existing and future applications for permits.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this ____ day of _____,
2018.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Steven B. Grant _____

Vice Mayor – Christina L. Romelus _____

Commissioner – Mack McCray _____

Commissioner – Justin Katz _____

Commissioner – Joe Casello _____

VOTE _____

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

EXHIBIT "A"

Section 12. ~~Satellite Earth Stations and Antennas.~~ Amateur Radio and Television Antennas

A. ~~Types.~~ For the purpose of clarifying regulations, satellite dish antennae are hereby classified into two (2) groups. Group A antennae are those that will fit within a one (1) meter cube. Group B antennae are those that will not fit within a one (1) meter cube.

B. ~~Permits Required.~~ No satellite dish antenna shall be installed or modified without first obtaining a permit from the city.

Satellite dish antennae shall conform with provisions of Chapter 4, Article IX of the Florida Building Code and the amendments thereto as adopted by the city, provided such provisions do not conflict with any standards set forth in this section, in which case this section shall control.

All applications for the installation of Group B satellite dish antennae shall be accompanied by proper certification that the installation will meet windload requirements of the Florida Building Code.

C. ~~Fees.~~ An application fee shall be payable to the city as adopted by resolution of the City Commission.

D. ~~Prohibitions.~~

1. No exterior satellite dish antenna may be used for display or advertising purposes and none shall have writing thereon which is visible from a public right-of-way or residential district.

2. Portable Group B satellite dish antennae are not allowed.

E. ~~Nonconforming.~~ Satellite dish antennae properly permitted prior to April 4, 1995 may remain in place notwithstanding provisions stipulated herein but they may not be replaced, reconstructed, or modified without bringing the entire installation into full compliance with this section.

F.A. Amateur Radio / Citizens' Band (CB) and Television (TV) Antennae.

In residential zones, freestanding television and citizens' band broadcasting antennae may not exceed twenty-five (25) feet in height, and no freestanding antenna may be constructed within the building setback lines. Roof-mounted or wall-supported antennae may exceed the maximum district height regulation by ten (10) feet, but in no instance, may an antennae exceed the roof height by more than fifteen (15) feet).

1. Purpose and Intent. The purpose and intent of this Section is to provide for the safe and effective installation and operation of amateur radio, citizens band radio, and television antenna support structures, and the beam, satellite, or other antennas installed on those support structures. It is also the purpose and intent of this Section to provide for a reasonable accommodation of amateur (a.k.a. HAM) radio communications, in accordance with Parts 95 and 97 of Chapter 1 of Title 47 of the Code of Federal Regulations, while reflecting the City's legitimate interest in protecting and promoting the health, safety, welfare, neighborhood aesthetics, and morals of its citizens.

2. Applicability. Towers and antennas regulated by this section shall be considered accessory uses, allowed only in conjunction with a single-family and two-family dwelling.

3. Reasonable Accommodation. All amateur radio towers and antennas that do not meet the standards of this section are eligible for consideration through the reasonable accommodation process.

4. Number. A maximum of one (1) amateur radio/citizens band radio antenna tower and a maximum of one (1) television/CB antenna tower shall be allowed on a legally designated parcel, as indicated by the Palm Beach County Property Appraiser's records, on a residential lot.

5. Height.

a. Television and citizens' band broadcasting antennae may extend up to forty (40) feet in height, but in no instance may an antenna exceed the roof height (roof peak) by more than fifteen (15) feet.

b. Amateur radio towers and antennas may be allowed up to a maximum of sixty (60) feet only when in use (also see section A.6.b below).

6. Additional Standards for Amateur Radio Towers. To minimize the visual impacts and hazards of antenna towers, towers for amateur radio communications shall be designed and stored as follows:

a. Guy wires may only be used if not visible from the abutting roadway.

b. When not in use, towers and antennas shall be retracted or lowered to a minimum of 40 feet, but no greater than 15 feet above the roofline nearest to the tower.

c. Towers shall be lowered to a ground-mounted position, and antennas removed upon notice from the weather service of a hurricane watch. The height of the lowered and anchored position shall be less than the setback distance from the adjoining property line.

7. Location. Amateur radio, citizens band, and television towers shall be located in the rear yard and shall not be located forward of the front building line or within an easement. Towers that extend 15 feet or less above the roofline may be located in an internal side yard;

8. Setbacks.

a. Except where otherwise allowed in Section 12, Antenna support structures shall be located to comply with the district setback standards. If the existing setback of the principal structure is at or less than the minimum setback for the district, the tower may encroach up to 5 feet into the required setback.

b. The support structure or any element thereof shall be set back a minimum of ten (10) feet from any easements.

c. The antenna component of the communication system may encroach up to 5 feet into the minimum required setback.

d. Antenna support structures shall be located on the property so as to provide adequate setbacks from above-ground utility power lines other than applicant's service lines as follows:

(1) Setback a minimum distance equal to 50 percent of the height as calculated from grade to the highest point of the antenna support structure and its antenna; or

(2) The owner shall submit a fall zone letter from a registered engineer certifying the design wind load and that the radius around the base of the tower potentially impacted by any possible failure in the tower is within the subject property and clear of any utility lines.

9. Permits. No amateur radio, citizens band radio, and television antenna support structures shall be installed or modified without first obtaining a permit from the city.

10. Nonconforming. Amateur radio, citizens band radio, and television antenna support structures properly permitted prior to April 4, 1995 may remain in place notwithstanding provisions stipulated herein but they may not be replaced, reconstructed, or modified without bringing the entire installation into full compliance with this section.

~~G. Satellite Earth Stations. Satellite dish antennae installed to serve single-family or duplex homes must also comply with the following requirements:~~

~~1. Height. No part of any satellite dish antenna installation may extend beyond the peak of the roof or height of the horizontal eave line of the uppermost floor of any single-family or duplex home.~~

~~2. Group B. Group B satellite dish antennae shall be freestanding, ground mounted, and self-supporting without structural connections to any other structure or building.~~

~~a. Screening. All Group B satellite dish antennae shall be screened on three (3) sides with landscape materials, or walls with landscaping which are of a height equivalent to the total height of the mounted satellite dish.~~

~~b. Lot Size. For all Group B antennas lot size must comply with zoning regulations.~~

~~c. Multi-family Dwelling Units and Non-residential Districts. Satellite dish antennae located within multi-family and non-residential districts shall comply with the following regulations:~~

~~(1) Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;~~

~~(2) In multi-family districts, only one (1) Group B satellite dish antenna is allowed. The antenna must be screened and shall not be located on the roof. Its height shall not exceed the maximum allowable height of the district in which it is located.~~

~~(3) A Group B satellite dish antenna installed in commercial and industrial zoning districts may not be located on a roof so that the dish is visible from a public right-of-way or residential district.~~

~~(4) Group B satellite dish antennae which are mounted on a tower and used for communication in connection with the operation of a business shall provide reasonable screening.~~

B. Satellite Dish Antennas

1. Applicability. All satellite dish antennas shall be governed by the standards of this Section unless exempted below or regulated as part of an amateur radio antenna.
2. Exemptions. In single-family residential zoning districts, satellite dish antennas 40 inches or less in diameter shall be exempt from these requirements.
3. Standards.

A. Single-Family and Duplex Residential Districts.

Satellite dish antennae that exceed 40 inches in diameter and are located within residential districts shall comply with the following regulations:

(1) Number. A maximum of one (1) satellite dish antenna over 40 inches in diameter shall be allowed on a residential lot;

(2) Location. Satellite dish antennas shall be mounted on the wall, ground, or a support structure in the side or rear yard and shall not be located on a wall facing the front property line or within an easement;

(3) Setbacks. Satellite dish antennas shall meet setback requirements of the district as measured from the outermost point of the dish on the side closest to the applicable setback or property line;

(4) Screening. Satellite dish antennas, if located in the side or rear yard, shall be screened by an opaque fence or hedge; and,

(5) Height. Satellite dish antennas shall not exceed the building height limitations of the zoning district.

b) Multi-family Dwelling Units and Non-residential Uses and Districts.— Satellite dish antennae located within multi-family and non-residential districts shall comply with the following regulations:

~~_____ (1) Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;~~

~~_____ (2) In multi-family districts, only one (1) Group B satellite dish antenna is allowed. The antenna must be screened and shall not be located on the roof. Its height shall not exceed the maximum allowable height of the district in which it is located.~~

~~_____ (3) A Group B satellite dish antenna installed in commercial and industrial zoning districts may not be located on a roof so that the dish is visible from a public right-of-way or residential district.~~

~~_____ (4) Group B satellite dish antennae which are mounted on a tower and used for communication in connection with the operation of a business shall provide reasonable screening.~~

B. Multi-family Residential Districts.

Satellite dish antennae located within multi-family districts shall comply with the following regulations:

(1) Process. Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;

(2) Number. Only one (1) satellite dish antenna is allowed per unit.

(3) Location. The satellite dish antenna shall not be located on the roof.

(4) Setbacks. Satellite dish antennas shall meet setback requirements of the district as measured from the outermost point of the dish on the side closest to the applicable setback or property line; and,

(5) Screening. Satellite dish antennas shall be completely screened from view of rights-of-way and adjacent residential districts by an opaque wall (including parapet walls), fence, or hedge, or combination thereof.

(6) Height. Satellite dish antennas shall not exceed the building height limitations of the zoning district in which it is located;

C. Non-residential and Mixed Use Districts.

Satellite dish antennae located within non-residential and mixed use zoning districts shall comply with the following regulations:

(1) Process. Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;

(2) Location. Satellite dish antennas shall be wall, roof, or ground mounted, and shall not be located in the front or side corner yard;

(3) Setbacks. Satellite dish antennas shall meet setback requirements of the district as measured from the outermost point of the dish on the side closest to the applicable setback or property line;

(4) Screening. Satellite dish antennas shall be completely screened from view of rights-of-way and adjacent residential districts by an opaque wall (including parapet walls), fence, or hedge, or combination thereof; and,

(5) Height. Satellite dish antennas shall not exceed the building height limitations of the zoning district in which it is located.

4. Nonconforming. Satellite dish antennas properly permitted prior to April 4, 1995 may remain in place notwithstanding provisions stipulated herein but they may not be replaced, reconstructed, or modified without bringing the entire installation into full compliance with this section.



DEPARTMENT OF DEVELOPMENT PLANNING AND ZONING

Memorandum PZ 18-021

TO: Mayor and Commissioners

FROM: Kathleen Hatcher
Senior Planner

DATE: June 4, 2018

RE: Approve (CDRV 18-001) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 3. Zoning, Article V. Supplemental Regulations:
Section 12. Satellite Earth Stations and Antennas to insert provisions for HAM radio towers and antennas consist with FCC requirements, and
Section 13. Wireless Communications Facilities (WCF) to implement regulations consistent with State legislation known as the Advanced Wireless Infrastructure Deployment Act that regulates WCF within public rights-of-way.

EXPLANATION

The above-referenced code revisions are necessary in order to update the Land Development Regulations to correspond with amendments to Part II of the City Code of Ordinances, Chapter 25.1 "Communications Rights-of-Way" adopted by the City Commission on May 1, 2018 by Ordinance 18-005. On June 23, 2017 the Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations applicable to communications facilities in the public rights-of-way. The amendments to Code of Ordinances Part II Chapter 25.1 Communications Facilities in Rights-of-Way by Ordinance 18-005 are to implement the new regulations of the Act. Further amendments are necessary to Part III Land Development Regulations so that WCF regulations in the LDR do not conflict with the Part II amendments, and to ensure compliance with FCC requirements.

The proposed revisions to the LDR update and expand Chapter 12 to amend the regulations on television antennas and amateur ham radio antennas to update terminology, restrict the number allowed, and establish height limits and setbacks while respecting preemption regulations by the Federal Communications Commission (FCC). The FCC's "PRB-1" is their declaratory ruling requiring that local zoning laws reasonably accommodate amateur antennas and support structures with minimal regulation and without unreasonable restrictions. It further reads that such regulations "...must constitute the minimum practicable regulation to accomplish the state or local authority's legitimate purpose". Due to the vague character of the FCC regulation, some jurisdictions have avoided any specific standards applicable to HAM towers and antennas and merely reference their objective to accommodate such communications systems consistent with the FCC directives. While many other cities and counties have adopted quantifiable standards as well as the provision to consider tower applications that fail to comply with such standards through the reasonable accommodation process. Staff has drafted amendments consistent with this latter format of regulations to provide some limits and structure as well as to ensure ultimate compliance FCC PRB-1.

Current regulations in the LDR allow wireless communications facilities (WCF) to be located in public rights-of-way as “non-concealed attached WCF” which are antennas attached to utility poles and freestanding lights at least 40 to 50 feet in height, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company. The WCF regulations are being amended to avoid conflict with WCF within public rights-of-way, regulated by Part II. Chapter 25-.1 as amended. Proposed revisions to Chapter 13 Wireless Communications Facilities (WCF) refer applicants to Part II Chapter 25.1 for all regulations pertaining to WCF within public rights-of-way. The WCF revisions also clarify that non-concealed attached WCF regulated in Ch. 13 of the LDR are only those located on publicly or privately-owned lots (not in public rights-of-way) and would be limited to poles at least 50 feet in height (such as ballpark lights). In addition, non-concealed WCF would not be allowed in residential zoning districts and would be limited to a height increase of ten (10) percent of the pole height when antennas are attached.

PROPOSED AMENDMENTS

A summary of the proposed amendments are as follows:

Section 12 - Amateur Radio and Television Antennas

- Update code terminology consistent with the industry;
- Allow Amateur Radio/CB antennas as accessory only in conjunction with a single family use;
- Simplify / clarify height standards for Citizens Band and TV towers by including only one standard for both freestanding and mounted towers, and maintaining maximum height as a factor of roof height (maximum of 15 feet higher than the roof (peak) height up to 40 feet);
- Insert provisions for reasonable accommodation for HAM tower applications that fail to satisfy the development standards, in compliance with FCC requirements;
- Maintaining setbacks for amateur radio/CB antenna support structures consistent with the structure setbacks in the zoning district, and establish a minimum setback from easements of 10 feet; and,
- Exempt TV satellite dishes 40 inches or less in diameter for single-family residential districts.
- Clarify requirements (process, number, location, setbacks, screening, and height) for single-family/duplex districts, multi-family residential district, and non-residential and mixed use zoning districts.

Section 13 - Wireless Communications Facilities (WCF)

- Reference WCF in public rights-of-way are subject to regulations of Part II Chapter 25.1;
- Revise non-concealed attached WCF to be on poles a minimum of 50 feet in height located on publicly or privately owned lots (not in rights-of-way);
- Update tables to prohibit non-concealed attached WCF in residential zoning districts; and,
- Update tables to add the recently approved new MU-4 zoning district.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to Chapter 3 Article V Sections 12 – 13 of the LDR to ensure no conflicts with Ordinance 18-005 Telecommunications in Public Rights of Way, adopted on May 1, 2018 in order to implement new state legislation known as the Advanced Wireless Infrastructure Deployment Act. These code amendments are also proposed to ensure that applications are acted upon consistent with state and federal law.

Attachments



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO 18-017 - FIRST

READING - Approve Wireless Communication Facilities (CDRV 18-001) amending Chapter 3. Article V. Section 13 of the Land Development Regulations to implement regulations consistent with State legislation known as the Advanced Wireless Infrastructure Deployment Act that regulates WCF within public rights-of-way. City-initiated.

EXPLANATION OF REQUEST:

This item was originally included within Ordinance 18-005, regarding telecommunications in Public Rights-of-Way and initially heard and approved on April 3rd. These amendments were removed from Ordinance 18-005 prior to adoption for further review and processing under a separate ordinance.

The Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations applicable to communications facilities in the public rights-of-way. The City Commission adopted Ordinance 18-005 on May 1, 2018 which amended the Code of Ordinances, Part II Chapter 25.1 *Communications Facilities in Rights-of-Way*, to implement the new regulations of the Act. Further amendments are necessary to Part III of the Land Development Regulations to avoid any conflict with the amendments in Ordinance 18-005 and to ensure consistency with Federal and State requirements.

The proposed amendments to Section 13 of Chapter 3 are summarized as follows:

Section 13 - Wireless Communications Facilities (WCF)

- Reference WCF in public rights-of-way are subject to regulations of Part II Chapter 25.1;
- Revise non-concealed attached WCF to be on poles a minimum of 50 feet in height located on publicly or privately owned lots (not in rights-of-way);
- Update tables to prohibit non-concealed attached WCF in residential zoning districts; and,
- Update tables to add the recently approved new MU-4 zoning district.

The only revision made to the proposed regulations subsequent to the initial review was to the footnotes corresponding with Table 3-30. Said revisions to the footnotes simply cross-reference Chapter 25.1, and the amendments achieved by Ordinance 18-005.

The Planning & Development Board reviewed this item at their meeting on March 27th and forwarded it with a recommendation for approval.

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

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Proposed Ordinance & Amendments
<input type="checkbox"/> Staff Report	Staff Report

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III. "LAND DEVELOPMENT REGULATIONS," CHAPTER 3, "ZONING," ARTICLE V, "SUPPLEMENTAL REGULATIONS," SECTION 13, "WIRELESS COMMUNICATION FACILITIES" OF THE CITY OF BOYNTON BEACH CODE OF ORDINANCES; TO PROVIDE FOR REVISIONS RELATED TO THE EXCLUSION OF REGULATIONS RELATED TO THE PLACEMENT OF WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS OF WAY; PROVIDING FOR CITY COMMISSION AUTHORITY, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Supreme Court held unanimously in *City of Hollywood v. Mulligan*, 934 So. 2d 1238, 1243 (Fla. 2006), that Article VIII, section 2(b) of the Florida Constitution and the Home Rule Powers Act, Florida Statutes § 166.021(3)(c), grant municipalities "broad authority to enact ordinances under its municipal home rule powers" and that "[u]nder its broad home rule powers, a municipality may legislate concurrently with the Legislature on any subject which has not been expressly preempted to the State"; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in regulating the siting of communication towers, communication antennas, and wireless communication facilities to promote the public health, safety, aesthetics, and general welfare; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in protecting residential areas and land uses from potential adverse impacts of communication towers, communication antennas, and wireless communication facilities; and

WHEREAS, such public interest extends to protecting, preserving and maintaining the health, safety and welfare of the residents while also protecting, preserving and maintaining the aesthetic character of areas where the residents reside and do business; and

WHEREAS, the City of Boynton Beach desires to avoid potential detrimental impacts to adjacent properties from wireless communication facilities through engineering and careful siting; and

WHEREAS, the City finds that this Ordinance will advance the public health, safety, and welfare, and help to preserve the unique and extraordinary aesthetic qualities of the City, all within the bounds of the Act and other state and federal laws governing communications facilities.

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

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Amendment of City Code. Part III, “Land Development Regulations,” Chapter 3, “Zoning,” Article V, “Supplemental Regulations,” Section 13, “Wireless Communication Facilities (“WCF”), of the City of Boynton Beach Code of Ordinances be, and the same are hereby amended as provided in **Exhibit “A”**, which is attached to this Ordinance, and hereby incorporated by reference (words that are stricken out are deletions; words that are underlined are additions).

SECTION 3. Codification and Reservation of Rights. This Ordinance shall be incorporated into the Boynton Beach City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made. Adoption and codification of this ordinance does not waive the city's right to contest or otherwise challenge the constitutionality validity, enforceability, and effectiveness of the Act or any part thereof and the city hereby reserves the right to contest and otherwise challenge the Act.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Boynton Beach, Florida, and shall apply to all existing and future applications for permits.

FIRST READING this day of , 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Steven B. Grant

Vice Mayor – Christina L. Romelus

94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115

Commissioner – Mack McCray _____

Commissioner – Justin Katz _____

Commissioner – Joe Casello _____

VOTE _____

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

EXHIBIT "A"

PART III. LAND DEVELOPMENT REGULATIONS CHAPTER 3. ZONING, ARTICLE V. SUPPLEMENTAL REGULATIONS, SECTION 13. WIRELESS COMMUNICATION FACILITIES (WCF)

Section 13. Wireless Communications Facilities (WCF). WCF means any manned or unmanned location for the transmission and/or reception of radio frequency signals, or other wireless communications, or wireless data transmission/reception, and usually consisting of an antenna or group of antennas, transmission cables, and equipment cabinets, and may include an antenna support structure. WCF include developments containing new, mitigated, pre-existing antenna support structures, or co-location on existing antenna support structures, and include attached WCF, concealed WCF, and non-concealed WCF.

A. General Provisions.

1. **Purpose and Intent.** The purpose of this ordinance is to establish minimum development standards for the regulation of commercial WCF and their related accessory equipment and buildings. The intent of this ordinance is the following:

a. Promote the health, safety, and general welfare of the public by regulating the siting of WCF;

b. Control placement of WCF in a way that minimizes the visual impact to nearby properties by locating them in areas where the impact on the community is minimal;

c. Implement the provisions of the Telecommunications Act of 1996 at a local level; and

d. Maximize the opportunity for the shared use of new and existing WCF through co-location, in order to reduce the number of new WCF needed to serve the community.

2. **Administration.** The Director of Planning and Zoning or designee shall be responsible for the overall coordination and administration of this section.

3. **Applicability.** Except as otherwise specifically provided herein, the installation, construction, or modification of proposed and existing WCF shall be subject to the regulations of this section. However, WCF located in public rights-of-way are subject to the regulations of the City's Code of Ordinances, Part II, Chapter 25.1, as amended.

4. **Exemptions.** The following are exempt from the provisions of this section:

a. **Noncommercial Antennas and Satellite Earth Stations.** Noncommercial amateur radio antennas and satellite ~~earth stations~~ dish antennas are subject to the provisions of Section 12 of this article.

b. **City-owned WCF on Public Property or Right-of-Way.** If this section would prohibit City-owned WCF from being located at a specific site, and WCF are required to protect the public welfare or safety, the applicable criteria of this section may be exempted by the City Commission, except as otherwise required by Florida Statutes. In such cases the Commission shall make a finding of fact indicating the justification for the exemption.

c. **Temporary Facility.**

(1) State of Emergency. Temporary, commercial WCF, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the City Manager, except that such facilities must comply with all applicable federal and state requirements. Said WCF may be exempt from these provisions up to sixty (60) days after the duration of the state of emergency.

(2) Special Event. Temporary, commercial WCF, utilized in conjunction with coverage of a special event, except that such facilities must comply with all applicable federal and state requirements. Said WCF may be exempt from these provisions up to one (1) week after the duration of the special event.

d. **Radio and TV Broadcasting.** Antenna support structures, antenna, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with the Use Matrix of Chapter 3, Article IV, Section 3.C. as an industrial service use.

5. **Terms and Definitions.** See Chapter 1, Article II for all applicable terms and definitions which pertain to the regulations and standards contained herein.

B. General Standards. Where allowed as provided in Table 3-29 (Zoning Districts and Affiliated Process) herein, the following development regulations shall apply to all new, mitigated, co-located, or combined wireless facility installations.

1. **Pre-Existing WCF.** Any WCF which legally existed prior to the effective date of this ordinance are considered permitted nonconforming uses and structures, and shall be deemed pre-existing WCF. Additions to or enlargement of any pre-existing nonconforming WCF shall be required to comply with this section and shall be governed as follows:

a. **Routine Maintenance.** To encourage the use of existing facilities, such nonconforming status shall not prevent the routine maintenance on nonconforming WCF, or prohibit the placement, modification or relocation of any antenna on any such WCF.

b. **Modifications.** Despite any provision of this section to the contrary, the City may allow nonconforming WCF to be repaired, reconstructed, replaced, or increased in height upon a demonstration by the applicant that the new or modified WCF complies

with the current regulations to the maximum extent practicable, while achieving an overall public benefit in terms of the provision of services.

2. **Additional Uses on Lot.** WCF may be located on a leased parcel of a conforming lot containing a lawful principal use. Separation between WCF and other uses on the lot may be required to ensure compatibility.

3. **District Height Limitations.** The requirements set forth herein shall govern the location of WCF that exceed, and antennas that are installed, at a height in excess of the building height limitations specified for each zoning district. The height limitations applicable to buildings and structures shall not apply to WCF regulated by this section, and WCF shall not require an exception to the building height limitations.

4. **Equipment Cabinets.** Cabinets and equipment shelters may be provided within the principal building, behind an approved screen on a rooftop, or on the ground within the fenced-in and screened equipment compound, ~~or mounted on the pole of an attached WCF within a right-of-way~~, depending on the type of WCF. Cabinets and equipment shelters shall not be visible from pedestrian views and shall be fenced and screened as required below.

a. **Storage.** Equipment shelters shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). Mobile or immobile equipment not used in direct support of WCF shall not be stored or parked on the site of WCF, unless on a temporary basis while repairs are being made to WCF. No outdoor storage yards shall be allowed in WCF equipment compounds.

b. **Unmanned.** Equipment shelters shall be unmanned and not used as habitable space.

5. **Equipment Compound Enclosure.** All equipment compounds on the ground, with the exception of concealed attached stealth WCF integrated into the architecture of a building, shall, at a minimum, be enclosed with a fence eight (8) feet in height. To effectively screen the equipment compound in residential districts and in any district where the equipment compound is visible from a public right-of-way, the enclosure shall consist of a masonry wall eight (8) feet in height, constructed in accordance with the community design standards (see Article III, Section 3.E.). For public safety, access to WCF shall be through a locked gate.

6. **Landscaping.** Landscaping around the perimeter of ground equipment shall consist of a landscaped strip wide enough to accommodate trees, shrubs, and a fence or wall enclosure installed around the outside of the entire equipment compound. The general landscape standards shall be consistent with those of Chapter 4, Article II, Landscape Design and Buffering, Section 4.A (City-Wide Standards), except that the shrubs are required to be a minimum of three (3) feet in height at the time of installation. Water-wise trees with a minimum of four (4) caliper inches shall be spaced every twenty (20) feet on center within the landscape strip. Additional landscaping may be required around the perimeter of a wall

or use of a screening fabric around the perimeter of a fence to maximize compatibility with adjacent properties. An alternative design may be allowed with respect to proposed buffering components, tree spacing, and plant material, provided that such alternate landscape plan is approved in accordance with Chapter 4, Article II, Section 5 (Alternate Compliance). Irrigation, maintenance, and replacement of required landscaping shall be the responsibility of the owner of the WCF. On City-owned properties, required WCF landscaping shall be maintained by the City or its designated landscape contractor, and the owner of the WCF shall be required to pay an annual landscape maintenance fee to the City.

7. **Parking.** A minimum parking space requirement for WCF is not required, however access to WCF must be provided, and temporary off-street parking as part of a principal use on site may be utilized.

8. **Signage.** Except as otherwise permitted in this ordinance, no signage, lettering, symbols, images, or trademarks in excess of 200 square inches shall be placed on or affixed to any part of a WCF, antenna, equipment building, or security fencing other than as required by FCC regulations or other applicable law. Warning signs of "NO TRESPASSING" and "HIGH VOLTAGE – DANGER" shall be installed at least five (5) feet above the finished grade of the fence or wall and shall not be obstructed by landscaping.

9. **Lighting.** Except as otherwise permitted in this ordinance, no signals, lights or illumination of any kind shall be permitted on or directed toward any WCF unless required by the FCC, the FAA, or other appropriate public authority. Any security lighting for on-ground facilities and equipment shall be in compliance with Chapter 4, Article VII (Exterior Lighting Standards) of the LDR.

10. **Generators.** Generators may not be used as a primary electrical power source for a WCF. Generators may be used for temporary power prior to receipt of a CO and not to exceed thirty (30) days. Backup generators shall only be operated during power outages and for testing and maintenance purposes. Any and all generators used for WCF shall control the noise level by use of a silencer or other device that will reduce the noise level to no more than 70 decibels. All generators or alternators used on site shall use propane fuel. Subject to the approval by the Director of Utilities and the Director of Development, the use of diesel powered emergency generators may be permitted where more than three (3) providers have co-located on a WCF.

11. **Structural Standards.** WCF and their equipment compounds shall be constructed and maintained in conformance with the Florida Building Code, specifically Chapters 15, 16, and Section 3108 for construction and design loads. WCF shall be designed to resist wind loads in accordance with TIA/EIA-222, the federal standards for Steel Antenna Towers and Antenna Supporting Structures. In addition, all accessory equipment buildings, cabinets, or structures, or modifications to WCF shall require building permits and inspections. Design documents for towers, antennas and other structures required to meet wind loads shall bear the raised seal and signature of an engineer licensed and registered in the State of Florida.

All work such as clearing and grading, driveway construction, and installation of WCF and enclosure shall be permitted in accordance with the applicable sections of the LDR.

12. Hazardous Location. WCF are prohibited when a proposed or existing principal use or uses within two hundred (200) feet of a proposed WCF includes the storage, distribution, or sale of volatile, flammable, explosive or hazardous wastes, including but not limited to, LP gas, propane, gasoline, natural gas, and corrosive or dangerous chemicals, unless the City Fire Marshal determines that the proximity of the WCF does not pose any danger or risk of explosion or fire or unless used for backup power purposes.

C. Attached WCF. Attached WCF are an antenna or antenna array that are secured to an existing building or structure with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure, ~~or attached to utility poles within a right-of-way.~~ Attached WCF are considered to be an accessory use to the existing principal use on a site.

1. Concealed Attached WCF. Concealed attached WCF, sometimes referred to as camouflaged facilities, are WCF, including their ancillary structures or equipment compounds, that are not readily identifiable as such, and are designed to be aesthetically compatible with existing and proposed buildings and uses on a site. Examples include, but are not limited to the following: screened antennas that blend with and are incorporated into existing architectural features of a building such as a church steeple, bell tower, clock tower, or cupola. WCF located in public rights-of-way are subject to the regulations of the City's Code of Ordinances, Part II, Chapter 25.1, as amended.

a. **Height.** WCF shall only be allowed on buildings at least forty (40) feet in height, not to exceed more than fifteen (15) feet above the roofline.

b. **Setbacks.** WCF shall be located within the buildable area of the lot and not within the front, rear, or side yard building setbacks, and subject to the setbacks of the underlying zoning district. When located on a nonconforming building or structure, then the existing nonconforming setback shall apply.

c. **Design.** Feed lines and antennas shall be designed to architecturally match the façade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. Existing conforming building element structures (excluding towers) in excess of 50 feet in height may, as a matter of right, be rebuilt, if necessary, to support or contain a new antenna, provided that the new structure is the same height and substantially the same in appearance as the structure it replaces.

d. **Ground Equipment.** Equipment buildings shall not exceed a total of 500 square feet and shall not exceed eight (8) feet in height.

e. **Rooftop Equipment.** Rooftop equipment shall not occupy more than 25% of the roof area and shall comply with the exterior building and site design standards (see Chapter 4, Article III, Section 3.A.9).

2. **Non-concealed Attached WCF.** Non-concealed attached WCF are wireless communication facilities that are readily identifiable as such. ~~Examples include antennas attached to utility poles and freestanding lighting within a public right-of-way.~~

a. **Location.** WCF shall be allowed on City-owned real property ~~electric utility poles, light standards, or (such as existing ball park light poles), where the applicant has an agreement with the applicable utility or other authority that exercises jurisdiction over the subject right-of-way or property, subject to approval of the City and/or appropriate agency designee and/or the utility company,; or on privately-owned property.~~ WCF located in public rights-of-way are subject to the regulations of the City's Code of Ordinances, Part II, Chapter 25.1, as amended.

b. **Height.** WCF shall only be attached to poles 50 feet or more in height, provided that the total length of any antenna does not exceed 10% of the height of the existing pole. The total height shall be determined by the highest point of any and all components of the structure, including antennas.

~~c. **Equipment Cabinets.** Equipment cabinets or compounds for WCF under this subsection shall be designed and located in such a manner as to not interfere with the subject right-of-way or its primary utilization.~~

D. **Freestanding WCF.** Freestanding WCF are any manned or unmanned location for the transmission and/or reception of radio frequency signals, or other wireless communications, usually consisting of an antenna or group of antennas, feed lines, and equipment cabinets, and may include an antenna support structure. WCF include, but are not limited to the following: stealth, monopole, guyed, or lattice antenna support structures.

1. **Generally.**

a. **Determination of need.** No new or mitigated WCF shall be permitted unless the applicant demonstrates that no existing WCF within applicant's coverage area can accommodate the applicant's proposed use;

b. **Co-location.** All new or mitigated WCF up to 80 feet in height shall be engineered and constructed to accommodate no less than two (2) antenna arrays. All WCF between eighty-one (81) feet and one hundred (100) feet shall be engineered and constructed to accommodate no less than three (3) antenna arrays. All WCF between one hundred one (101) to one hundred fifty (150) feet shall be engineered and constructed to accommodate no less than four (4) antenna arrays.

c. **Separation.** A minimum separation distance of 750 feet shall be required between proposed and existing freestanding WCF. A waiver or reduction of separation distance

between WCF may be approved by the City Commission based upon the inability to co-locate on existing structures, the need to have more than one (1) WCF, or the efficient use of available land within permitted zoning districts. The decision shall be based upon a finding of compatibility and competent and substantial evidence that the waiver request meets one or more of the following criteria:

(1) Locational requirements/limitations as established by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC) or the Public Service Commission (PSC), if any;

(2) Identification of a more appropriate site that does not meet the separation requirements above, by analysis of factors such as distance from residential uses, existence of permanent screening and buffering, and location within a large area of commercial or industrial use;

(3) To avoid the location of a tower on environmentally sensitive land, a wilderness area, a historical site, or other sensitive area; or

(4) To reduce the impact on adjacent residential uses.

d. **Design.** New antenna support structures shall be configured and located in a manner that shall minimize adverse effects including visual impacts on the landscape and adjacent properties.

e. **Clearing and Grading.** Clearing and grading shall be minimized and limited only to the area necessary for the new WCF and done in accordance with city regulations.

f. **Access.** Each site shall have access from an improved right-of-way provided by a driveway approved by the City. The driveway shall extend from the street to an appropriate location on the premises where a vehicle would need to be parked to facilitate normal maintenance of the facility.

g. **Height.** Maximum height shall be measured from ground level to the highest point of the WCF, including any antenna. Height limit shall exclude lightning rods or lights required by the FAA that do not provide support for antennas.

h. **Safety.** All support structures shall comply with the requirements of the Florida Building Code and safety standards contained in the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) document 222-F, "Structural Standards for Steel Antenna Towers and Supporting Structures," as amended.

i. **City's Option to Co-locate.** The City shall have the option, through an agreement with the owner of the WCF, to co-locate emergency/public safety equipment on any proposed non-concealed freestanding WCF within the City's jurisdiction, provided that the co-location of antennas does not interfere with the normal operation of approved WCF. Reserved space on new non-concealed freestanding WCF, including reserved

ground space for equipment, shall be required for future City co-location, and shall be noted on plans.

2. **Concealed Freestanding WCF.** Concealed freestanding WCF, sometimes referred to as stealth facilities, are WCF (including their ancillary structures, or equipment compounds) that are not readily identifiable as such, and designed to blend into the surrounding environment and be aesthetically compatible and in proportion with existing and proposed buildings and uses on a site. WCF sometimes have a secondary, obvious function such as a flagpole, light pole, or tree.

a. **Residential districts.** In residential districts, as indicated on Table 3-29 herein, new WCF shall only be permitted on lots with a minimum lot size of one (1) acre, containing only non-residential uses, including but not limited to, schools, churches, fire stations, parks, and other public property.

b. **Height.** Height shall be according to the zoning district in which WCF is located.

(1) In all residential districts as indicated on the Tables in this Section, the maximum height shall be limited to 25 feet above the maximum building height of the zoning district.

(2) In the PU and REC districts, the maximum height shall be limited to 100 feet.

(3) In all commercial districts, the maximum height shall be limited to 30 feet above the maximum building height of the zoning district.

(4) In all mixed use districts, the maximum height of concealed freestanding WCF shall be limited to the approved building height or a total of 70 feet, whichever is less.

(5) In industrial districts, except where prohibited in a mixed-use pod with a residential component within a PID, the maximum height shall be limited to 100 feet, if located less than 1,000 feet from a residential use, and 150 feet if located if located in excess of 1,000 feet from a residential use.

c. **Setbacks.** In all zoning districts where allowed, WCF shall be set back one-half the height of the antenna support structure from all property lines. However, in all instances, the minimum setback distance from the property line of any residentially zoned property or the boundary of a residential component within a mixed use pod, shall be at least one and one-half (1.5) times the height of the entire proposed WCF structure.

d. **Design.** WCF shall be designed to blend into the surrounding environment and be aesthetically compatible and in proportion with building mass and existing features or landscaping on site.

3. **Non-concealed Freestanding WCF.** Non-concealed freestanding WCF are those facilities that are readily identifiable as such, and include, but are not limited to, the following: guyed, lattice, or monopole antenna support structures.

a. **Antenna support structure.** WCF shall be limited to monopole type antenna support structures, unless the applicant demonstrates that such design is not feasible to accommodate the intended users.

b. **Height.** The maximum height shall be limited to a total of one hundred (100) feet. However, the maximum height may exceed 100 feet, but shall not exceed 150 feet, if the subject WCF is located within an M-1 or PID zoning district, and located in excess of 1,000 feet from a residential use.

c. **Setbacks** WCF and their equipment compounds shall be subject to a minimum setback distance equal to the height of the proposed antenna support structure.

However, the minimum setback distance shall be at least two (2) times the height of the WCF structure from the property line of any adjacent residential use. In REC and PU districts, the minimum setback distance shall be three (3) times the height of the WCF structure from the property line of any adjacent residential use.

d. **Design.**

(1) Antenna support structures shall maintain a galvanized gray finish or other approved compatible color, except as required by federal rules or regulations.

(2) New antenna mounts shall be flush-mounted, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area.

4. **Mitigation of Existing WCF.** Mitigation is a modification to an existing antenna support structure to increase the height, or to improve its integrity, or to replace or remove one or several antenna support structures located in proximity to a proposed new antenna support structure, in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

a. **Determination of Need.** WCF mitigation shall accomplish a minimum of one of the following: reduce the number of WCF; reduce the number of nonconforming WCF; replace existing WCF to reduce visual obtrusiveness; or replace existing WCF with new WCF to promote greater co-location opportunities or improve network functionality, resulting in compliance with this ordinance.

b. **Height.** The height of WCF approved for mitigation shall not exceed the maximum height limitations of this section based on the type of WCF and the zoning district. Replacement WCF with an increased height shall require City Commission approval.

c. **Setbacks.** New WCF approved for mitigation of existing WCF shall be constructed on site within close proximity to existing WCF at the same or greater setbacks than previously established. All proposed accessory equipment buildings shall comply with established setbacks for existing WCF without increasing nonconformity.

d. **Buffers.** At the time of mitigation, equipment compounds shall be brought into compliance with the screening and buffer requirements of this section.

e. **Design.** Mitigated antenna support structures shall comply with the provisions herein to reduce nonconformity and minimize adverse effects on the landscape and adjacent properties, with specific design considerations as to WCF type, height, scale, color, texture, and architectural design of the buildings on the same and adjacent lots.

5. **Antenna Element Replacement or Repair.** Any repair or replacement of an existing antenna or antenna array with another of like size and shape that will not alter the structural integrity of the support structure, shall be exempted from further review provided that a notarized certification shall be submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure, and that any changes will not affect the electrical specifications.

6. **Co-location.** Co-location means the practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached WCF using different and separate antenna, feed lines and radio frequency generating equipment.

a. **Height.** Co-located or combined WCF shall not increase the height of an existing antenna support structure.

b. **Setbacks.**

(1) Ground equipment to be located in conjunction with co-location shall comply with the setback requirements depending on the type of WCF, and zoning district in which it is located.

(2) Co-location of antenna on WCF approved prior to this ordinance may locate proposed accessory equipment buildings within existing equipment compound enclosures, provided the minimum established setbacks of existing WCF are met.

c. **Design.** New antenna mounts shall be flush-mounted onto existing WCF, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area.

d. **Buffers.** At the time of installation of additional equipment to WCF, the equipment compound shall be brought into compliance with the screening and buffer requirements of this section.

TABLE 3-29. Zoning Districts and Affiliated Process.

Zoning District	Concealed Attached WCF ¹	Non-concealed Attached WCF ²	Concealed Freestanding WCF ⁴	Non-concealed Freestanding WCF ⁴	Mitigation of Existing WCF ⁷	Antenna Element Replacement	Co-location ⁸
R-1			CC ³		AD	AD	AD
R-2		AD	CC ³		AD	AD	AD
R-3	AD	AD	CC ³		AD	AD	AD
PUD	AD	AD	CC ³		AD	AD	AD
IPUD	AD	AD	CC ³		AD	AD	AD
MHPD			CC ³		AD	AD	AD
C-1		AD	CC		AD	AD	AD
C-2		AD	CC		AD	AD	AD
C-3	AD	AD	CC		AD	AD	AD
C-4	AD	AD	CC		AD	AD	AD
CBD	AD	AD	CC		AD	AD	AD
PCD	AD	AD	CC		AD	AD	AD
REC	AD	AD	CC	CC ^{5,6}	AD	AD	AD
PU	AD	AD	CC	CC ^{5,6}	AD	AD	AD
SMU	AD	AD	CC		AD	AD	AD
MU-L-1	AD	AD	CC		AD	AD	AD
MU-L-2	AD	AD	CC		AD	AD	AD
MU-L-3	AD	AD	CC		AD	AD	AD
MU-4	AD	AD	CC		AD	AD	AD
MU-H	AD	AD	CC		AD	AD	AD
PID	AD	AD	CC	CC	AD	AD	AD
M-1	AD	AD	CC	CC	AD	AD	AD

Legend:

AD - Administrative (Staff) Approval

CC - City Commission (Public Hearing) Approval

Blank - Not Allowed

Footnotes:

- 1 Concealed attached WCF shall only be allowed on building features that are a minimum of 40 feet in height, not to exceed 15 feet above the roofline.
- 2 Non-concealed attached WCF are allowed on utility poles and freestanding lights within a public right-of-way, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company private property or publicly-owned property, excluding public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended.
- 3 Concealed Freestanding WCF in residential districts shall only be allowed on lots of one (1) acre or more that have a nonresidential use (school, church)
- 4 A minimum separation of 750 feet is required between freestanding WCF. Freestanding requires conditional use approval. In industrial districts, except where prohibited in a mixed-use pod with a residential component within a PID, the maximum height shall be limited to 100 feet if located less than 1,000 feet from a residential use, and 150 feet if located in excess of 1,000 feet from a residential use.
- 5 Only when located on City-owned property of two (2) acres or more.
- 6 Restricted to a maximum height of 100 feet. A setback of three (3) times the height of WCF structure required from the property line of an adjacent residential use.

- 7 Replacement WCF with increased height requires public hearing approval.
- 8 Administrative approval unless on City-owned site and the lease requires each Tenant to have a separate lease with City (each lease requires City Commission approval as a lease amendment), or the lease requires written consent letter (City Commission consent agenda).

Zoning Districts:

R-1 Single Family Residential	C-2 Neighborhood Commercial	SMU Suburban Mixed Use
R-2 Duplex Residential	C-3 Community Commercial	MU-L-1 Mixed Use Low Intensity-1
R-3 Multi-Family Residential	C-4 General Commercial	MU-L-2 Mixed Use Low Intensity-2
PUD Planned Unit Development	CBD Central Business District	MU-L-3 Mixed Use Low Intensity-3
IPUD Infill Planned Unit Development	PCD Planned Commercial Development	MU-H Mixed Use High
MHPD Mobile Home Planned Development	REC Recreation	PID Planned Industrial Development
C-1 Office Professional	PU Public Usage	M-1 Light Industrial

TABLE 3-30. Maximum Heights of WCF

Zoning District	Concealed Attached WCF	Non-concealed Attached WCF	Concealed Freestanding WCF	Non-concealed Freestanding WCF	Mitigation of Existing WCF	Antenna Element Replacement	Co-location
R-1			55' 3,4		7	7	7
R-2		2	55' 3,4		7	7	7
R-3	1	2	55' 3,4		7	7	7
PUD	1	2	75' 3,4		7	7	7
IPUD	1	2	75' 3,4		7	7	7
MHPD			55' 3,4		7	7	7
C-1		2	55' 4		7	7	7
C-2		2	55' 4		7	7	7
C-3	1	2	75' 4		7	7	7
C-4	1	2	75' 4		7	7	7
CBD	1	2	130' 4		7	7	7
PCD	1	2	75' 4		7	7	7
REC	1	2	100' 4	100' 4,5,6	7	7	7
PU	1	2	100' 4	100' 4,5,6	7	7	7
SMU	1	2	70' or less 4		7	7	7
MU-L-1	1	2	70' or less 4		7	7	7
MU-L-2	1	2	70' or less 4		7	7	7
MU-L-3	1	2	70' or less 4		7	7	7
MU-4	1	2	70' or less 4		7	7	7
MU-H	1	2	70' or less 4		7	7	7
PID	1	2	100-150' 4	100-150' 4	7	7	7
M-1	1	2	100-150' 4	100-150' 4	7	7	7

Footnotes:

- 1 Concealed attached WCF shall only be allowed on buildings that are a minimum of 40 feet in height, not to exceed 15 feet above the roofline, and exclude public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended.
- 2 Non-concealed attached WCF are allowed only on utility poles and freestanding lights that are more than 40 feet in height and located within a public right-of-way (subject to agreement with the agency representative with jurisdiction over the right of way and/or the utility company) or on existing ball park light poles that are more than 50 feet in height, excluding in public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended. The total length of any antenna shall not exceed 45 10 percent of the height of the existing utility or light pole.

- 3 Freestanding WCF in residential districts shall only be allowed on lots of one (1) acre or more that have a nonresidential use (school, church, etc.). Maximum height is limited to 25 feet above the maximum building height of the zoning district.
- 4 A minimum separation of 750 feet is required between freestanding WCF. In industrial districts, except where prohibited in a mixed-use pod with a residential component within a PID, the maximum height shall be limited to 100 feet if located less than 1,000 feet from a residential use, and 150 feet if located in excess of 1,000 feet from a residential use. In all mixed-use districts height is limited to approved building height or 70 feet whichever is less.
- 5 Only when located on City-owned property of two (2) acres or more.
- 6 Restricted to a maximum height of 100 feet. A setback of three (3) times the height of WCF structure required from the property line of an adjacent residential use.
- 7 Shall comply with maximum height per table based on WCF type and zoning district. Any additional height requires public hearing approval.

TABLE 3-31. Setbacks and Separation Between WCF

Zoning District	Concealed Attached WCF	Non-concealed Attached WCF	Concealed Freestanding WCF	Non-concealed Freestanding WCF	Mitigation of Existing WCF	Antenna Element Replacement	Co-location
R-1			3, 4		6		7
R-2		2	3, 4		6		7
R-3	1	2	3, 4		6		7
PUD	1	2	3, 4		6		7
IPUD	1	2	3, 4		6		7
MHPD			3, 4		6		7
C-1		2	3, 4		6		7
C-2		2	3, 4		6		7
C-3	1	2	3, 4		6		7
C-4	1	2	3, 4		6		7
CBD	1	2	3, 4		6		7
PCD	1	2	3, 4		6		7
REC	1	2	3, 4	4, 5	6		7
PU	1	2	3, 4	4, 5	6		7
SMU	1	2	3, 4		6		7
MU-L-1	1	2	3, 4		6		7
MU-L-2	1	2	3, 4		6		7
MU-L-3	1	2	3, 4		6		7
MU-4	1	2	3, 4		6		7
MU-H	1	2	3, 4		6		7
PID	1	2	3, 4	4, 5	6		7
M-1	1	2	3, 4	4, 5	6		7

Footnotes:

- 1 Concealed attached WCF shall be subject to the setbacks of the underlying zoning district. When located on a nonconforming building or structure, then the existing nonconforming setback shall apply. Excludes location in public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended.
- 2 ~~Nonconcealed attached WCF are not subject to setbacks, however, equipment cabinets or compounds for WCF shall be designed and located in such a manner as to not interfere with the subject right-of-way or its primary utilization. Non-concealed attached WCF are allowed on utility poles and freestanding lights~~

~~within a public right-of-way, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company private property or publicly-owned property, excluding public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended.~~

- 3 Concealed freestanding shall be set back one-half the height of the antenna support structure from all property lines, however, in all instances the minimum setback from the property line or the boundary of a residential component within a mixed-use pod, shall be at least one and one-half (1.5) times the height of the entire proposed WCF structure.
- 4 A minimum separation distance of 750 feet between proposed and existing freestanding WCF is required.
- 5 Nonconcealed freestanding WCF and their equipment compounds shall be subject to a minimum setback distance equal to the height of the proposed antenna support structure. However, the minimum setback distance shall be at least two (2) times the height of the WCF structure from the property line of any adjacent residential use. In REC and PU districts, the minimum setback distance shall be three (3) times the height of the WCF structure from the property line of any adjacent residential use.
- 6 New WCF approved for mitigation of existing WCF shall be constructed on site within close proximity to existing WCF at the same or greater setbacks than previously established. All proposed accessory equipment buildings shall comply with established setbacks for existing WCF without increasing nonconformity.
- 7 Ground equipment to be located in conjunction with co-location shall comply with the setback requirements depending on type of WCF, and zoning district in which it is located.

E. Submittal Requirements. A completed application and filing fee with all required documents as specified on the application checklist, including but not limited to, signed and sealed site plans, antenna support structure elevations, and landscape plans shall be submitted to the Planning and Zoning Division.

F. Approval Process.

1. **Pre-application Meeting.** Prior to leasing or purchasing facilities, the WCF service provider is required to meet with the Director of Planning and Zoning or designee to determine the type of approval process, and to review the merits of potential locations.

2. **Administrative Approval.** The approval of WCF subject to administrative review as identified in Table 3-29 shall be processed as a minor site plan modification in accordance with Chapter 2, Article II, Section 2.F.7.c. If the Director of Planning and Zoning or designee determines that the application and documentation fail to meet the intent of this ordinance, the City may, in writing, deny the request. Applicants who have been denied a request for a WCF may formally appeal such denial to the City Commission in accordance with Chapter 1, Article VIII.

3. **City Commission Approval.** Approval of WCF subject to City Commission public hearing review as identified in Table 3-29 shall be processed in accordance with Chapter 2, Article I, Section 4.

4. **Review Criteria.** The WCF shall comply with the regulations and requirements of this section. Notwithstanding compliance with the aforementioned, for WCF applications requiring public hearings, the City Commission shall also consider the following:

- a. Height of the proposed WCF;

- b. Nature of use(s) on adjacent and nearby properties;
- c. Surrounding tree coverage and foliage;
- d. Design of the WCF, particularly with respect to design attributes having the effect of reducing or eliminating visual obtrusiveness; and
- e. Proposed ingress and egress.

5. **Conditions of Approval.** In granting an approval, the City may impose conditions necessary to minimize any adverse effect of the proposed WCF on adjoining properties.

G. Publicly-Owned Property.

1. **Agreements.** If an applicant requests a permit to locate a WCF on City-owned property ~~within a City right-of-way~~, the permit granted hereunder shall not become effective until the applicant and the jurisdiction have executed a written agreement or lease in a form acceptable to the City Attorney setting forth the particular terms and provisions under which the permit to occupy and use the public lands of the jurisdiction will be granted, and releasing the City from all liability regarding WCF.

2. **Occupancy or Use.** No permit granted under this section shall convey any exclusive right, privilege, permit, or franchise to occupy or use the publicly-owned sites of the jurisdiction for delivery of telecommunications services or any other purpose.

- a. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the grant. Further, no permit shall be construed as a conveyance of a title interest in the property.

H. Interference with Public Safety WCF. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCF, the following steps shall be taken:

1. **Notification.** The City shall provide notification to all WCF service providers operating in the jurisdiction of possible interference with the public safety communications equipment. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference if the WCF owner is operating outside of its FCC frequencies.

2. **Reimbursement.** If any WCF owner is operating outside of its assigned FCC frequencies, or if the FCC makes a determination that the WCF is operating outside of its frequencies and causing radio frequency interference with the City public safety communications equipment, the owner who fails to cooperate and/or the owner of the WCF which caused the interference due to operating outside of its licensed frequencies shall be

responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the jurisdiction to determine the source of the interference.

I. Annual Registration and Certification. WCF owners shall file annually with the Director of Planning & Zoning or designee a declaration as to the continuing operation (with active antennas) of their facilities located within the City. Said declaration shall include a listing of all WCF users, names, and mailing addresses, and any additional information deemed appropriate by the City.

1. **Continued Structural Integrity.** Within sixty (60) days following a catastrophic act of God or other emergency that affects the structural integrity of the antenna support structure, a certification of continued structural integrity (i.e., a statement that a thorough and complete inspection of WCF was conducted and WCF and ancillary facilities are and will continue to perform as originally designed), certified by a qualified and licensed professional engineer, shall also be filed with the Director of Planning & Zoning or designee.

2. **Failure to File.** Failure to timely file either the annual declaration or the certification shall mean that WCF is deemed to be abandoned, unused, or unsafe, thus subject to removal.

J. Removal of Abandoned, Unused, or Unsafe WCF. The intent and purpose of this subsection is to address the compelling public interest in ensuring that WCF are promptly disassembled, dismantled, and removed once they are no longer used. There may be substantial risk that WCF may cease being used in large numbers if there is a concentration or consolidation of competitors within the industry or if even newer technologies arise, obviating the need for antenna support structures.

WCF that are abandoned or unused for a period of one hundred twenty (120) days shall be removed as follows:

1. **Notice of Abandonment.** WCF owners shall submit a copy of the "Notice of Intent to Abandon" required by the FCC to the Director of Planning and Zoning or designee, and remove its own equipment, including but not limited to the antenna support structure, antennas, generators, and service facilities or cabinets, within ninety (90) days of the cessation of use. WCF owners shall return the site to its natural state, or consistent with the current use of the land at the time of removal; or

2. **Notice of Different Provider.** WCF owners shall notice the Director of Planning and Zoning or designee that the provider's obligations for its equipment in the right-of-way or public easement or private property under this section have been lawfully assumed by another provider who will make actual use of the WCF within thirty (30) days; or

3. **Proposal for Transfer to City.** WCF owners shall submit to the Director of Planning and Zoning or designee a proposal and instruments for transferring ownership of its equipment to the City. If a provider proceeds under this clause, the City may, at its option:

a. Assume ownership of the equipment for a ten (\$10.00) dollar nominal consideration to provider; or

b. Require the provider, at provider's expense, to remove it; or

c. Require the provider to post a bond in an amount sufficient to reimburse the city for reasonably anticipated costs to be incurred in removing the equipment. Equipment of a provider who fails to comply with the preceding sentence and which for six (6) months remains unused shall be deemed abandoned. Abandoned equipment is deemed to be a nuisance. The City may exercise any remedies and rights has at law or in equity, including but not limited to, (1) abating the nuisance, (2) taking possession of the equipment and restoring it to working condition, or (3) requiring removal of the equipment by the provider or by the provider's surety under any required maintenance bond ~~required by the Code of Ordinances.~~

~~4. **Exceptions.** WCF used for other purposes, including but not limited to, light standards and power poles, may be exempt from this provision, subject to the requirement that all equipment except the antenna support structure itself be removed or abandoned as set forth above.~~

K. **Inspection.** The City reserves the right to require additional inspections if there is evidence that the tower has a safety problem or is exposed to extraordinary conditions. Inspections shall be conducted by a registered engineer. Based upon the results of an inspection, the Building Official may require repair or removal of the WCF. Should the City have reason to believe WCF is not in compliance with applicable building and electrical codes, the City may conduct periodic inspections of the site to ensure structural and electrical integrity.



DEPARTMENT OF DEVELOPMENT PLANNING AND ZONING

Memorandum PZ 18-021

TO: Mayor and Commissioners

FROM: Kathleen Hatcher
Senior Planner

DATE: June 4, 2018

RE: Approve (CDRV 18-001) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 3. Zoning, Article V. Supplemental Regulations:
Section 12. Satellite Earth Stations and Antennas to insert provisions for HAM radio towers and antennas consist with FCC requirements, and
Section 13. Wireless Communications Facilities (WCF) to implement regulations consistent with State legislation known as the Advanced Wireless Infrastructure Deployment Act that regulates WCF within public rights-of-way.

EXPLANATION

The above-referenced code revisions are necessary in order to update the Land Development Regulations to correspond with amendments to Part II of the City Code of Ordinances, Chapter 25.1 "Communications Rights-of-Way" adopted by the City Commission on May 1, 2018 by Ordinance 18-005. On June 23, 2017 the Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations applicable to communications facilities in the public rights-of-way. The amendments to Code of Ordinances Part II Chapter 25.1 Communications Facilities in Rights-of-Way by Ordinance 18-005 are to implement the new regulations of the Act. Further amendments are necessary to Part III Land Development Regulations so that WCF regulations in the LDR do not conflict with the Part II amendments, and to ensure compliance with FCC requirements.

The proposed revisions to the LDR update and expand Chapter 12 to amend the regulations on television antennas and amateur ham radio antennas to update terminology, restrict the number allowed, and establish height limits and setbacks while respecting preemption regulations by the Federal Communications Commission (FCC). The FCC's "PRB-1" is their declaratory ruling requiring that local zoning laws reasonably accommodate amateur antennas and support structures with minimal regulation and without unreasonable restrictions. It further reads that such regulations "...must constitute the minimum practicable regulation to accomplish the state or local authority's legitimate purpose". Due to the vague character of the FCC regulation, some jurisdictions have avoided any specific standards applicable to HAM towers and antennas and merely reference their objective to accommodate such communications systems consistent with the FCC directives. While many other cities and counties have adopted quantifiable standards as well as the provision to consider tower applications that fail to comply with such standards through the reasonable accommodation process. Staff has drafted amendments consistent with this latter format of regulations to provide some limits and structure as well as to ensure ultimate compliance FCC PRB-1.

Current regulations in the LDR allow wireless communications facilities (WCF) to be located in public rights-of-way as “non-concealed attached WCF” which are antennas attached to utility poles and freestanding lights at least 40 to 50 feet in height, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company. The WCF regulations are being amended to avoid conflict with WCF within public rights-of-way, regulated by Part II. Chapter 25-.1 as amended. Proposed revisions to Chapter 13 Wireless Communications Facilities (WCF) refer applicants to Part II Chapter 25.1 for all regulations pertaining to WCF within public rights-of-way. The WCF revisions also clarify that non-concealed attached WCF regulated in Ch. 13 of the LDR are only those located on publicly or privately-owned lots (not in public rights-of-way) and would be limited to poles at least 50 feet in height (such as ballpark lights). In addition, non-concealed WCF would not be allowed in residential zoning districts and would be limited to a height increase of ten (10) percent of the pole height when antennas are attached.

PROPOSED AMENDMENTS

A summary of the proposed amendments are as follows:

Section 12 - Amateur Radio and Television Antennas

- Update code terminology consistent with the industry;
- Allow Amateur Radio/CB antennas as accessory only in conjunction with a single family use;
- Simplify / clarify height standards for Citizens Band and TV towers by including only one standard for both freestanding and mounted towers, and maintaining maximum height as a factor of roof height (maximum of 15 feet higher than the roof (peak) height up to 40 feet);
- Insert provisions for reasonable accommodation for HAM tower applications that fail to satisfy the development standards, in compliance with FCC requirements;
- Maintaining setbacks for amateur radio/CB antenna support structures consistent with the structure setbacks in the zoning district, and establish a minimum setback from easements of 10 feet; and,
- Exempt TV satellite dishes 40 inches or less in diameter for single-family residential districts.
- Clarify requirements (process, number, location, setbacks, screening, and height) for single-family/duplex districts, multi-family residential district, and non-residential and mixed use zoning districts.

Section 13 - Wireless Communications Facilities (WCF)

- Reference WCF in public rights-of-way are subject to regulations of Part II Chapter 25.1;
- Revise non-concealed attached WCF to be on poles a minimum of 50 feet in height located on publicly or privately owned lots (not in rights-of-way);
- Update tables to prohibit non-concealed attached WCF in residential zoning districts; and,
- Update tables to add the recently approved new MU-4 zoning district.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to Chapter 3 Article V Sections 12 – 13 of the LDR to ensure no conflicts with Ordinance 18-005 Telecommunications in Public Rights of Way, adopted on May 1, 2018 in order to implement new state legislation known as the Advanced Wireless Infrastructure Deployment Act. These code amendments are also proposed to ensure that applications are acted upon consistent with state and federal law.

Attachments



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Approve proposed settlement and authorize payment of \$200,000.00 to settle the case of Gail Jenkins and Leon I Jenkins v. City of Boynton Beach v. Mortgage Electronic Registration Systems with the additional terms set forth below.

EXPLANATION OF REQUEST:

Plaintiffs filed a Complaint alleging negligence, gross negligence, trespass, conversion and inverse condemnation against the City related to the demolition of an unsafe structure located at 132 W. Martin Luther King Blvd. The City filed a counterclaim for the lien placed on the property for demolition costs. This case is set for trial on July 16, 2018. The parties attended mediation and the Plaintiffs made this offer to resolve the matter.

The City and the Plaintiffs have reached a tentative agreement to settle this case for \$200,000 in exchange for clear title to the property to be transferred to the City and a complete release of all claims. Approval of this proposed settlement by the Commission is requested.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City does not admit liability by agreeing to any settlement.

FISCAL IMPACT: Budgeted

If the Commission rejects the Plaintiff's settlement offer additional defense and trial costs are estimated to be \$30,000- 40,000. The time and indirect costs (such as lost productivity) for City staff who are required to attend trial (estimated 2-3 days) is an additional factor for consideration.

ALTERNATIVES:

Reject Plaintiff's settlement offer, return this matter to the Court to reset a trial date, and incur additional defense expenses of approximately \$30,000- 40,000. This alternative also presents the usual risks associated with allowing a judge to control the outcome of a case, which could result in additional costs to the City (judgment or appeal) should the judge rule in favor of the Plaintiffs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED ORDINANCE NO. 18-009 - SECOND READING - PUBLIC HEARING - Approve proposed Ordinance amending Chapter 15, Article VIII, Chronic Nuisance Property Code to clarify certain sections.

EXPLANATION OF REQUEST: On June 6, 2017 the Commission passed Ordinance 17-012 on Second Reading. Since that time, City staff has reviewed the ordinance and identified areas of the ordinance to be streamlined and clarified.

The proposed revisions to the ordinance are in the best interest of the health, safety, and welfare of the citizens and residents of the City and furthers the City's interest in creating a partnership with property owners to address chronic nuisance activities in the community.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Through a combined effort between City departments, a partnership will be created with owners to address the negative results caused by chronic nuisance activities and address excessive calls for service to the Police and Fire Departments.

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: Reject the proposed ordinance.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance amending Chronic Nuisance

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH,
FLORIDA AMENDING CHAPTER 15, ARTICLE VIII,
"CHRONIC NUISANCE PROPERTY CODE"; PROVIDING FOR
CONFLICTS, SEVERABILITY, CODIFICATION AND AN
EFFECTIVE DATE.

WHEREAS, on June 6, 2017 the City Commission repealed and replaced Ord. No. 06-096, § 2, adopted January 2, 2007, replaced it with Ord. 17- 012, §§ 1—7, and renamed it the Chronic Nuisance Property Code; and

WHEREAS, following implementation of the Chronic Nuisance Property Code, City staff identified elements which needed clarification; and

WHEREAS, the City Commission, deems it appropriate and in the best interests of the health, safety and welfare of the citizens and residents of the City of Boynton Beach to amend the Chronic Nuisance Property Code.

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

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

Section 2. Article VIII, of Chapter 15 of the City's Code of Ordinances is hereby amended as follows:

Section 15-112 Definitions

~~(a) Action~~ A plan prepared by the City, incorporated in the Nuisance Abatement Agreement, and agreed to by the owner to address and eliminate nuisance activity on the owner's property by the implementation of proactive steps by the property owner.

(b) Chronic nuisance property. A property on which one or more continuing nuisance activities occurs or re-occurs.

(c) Chronic Nuisance Services. Remedial action(s) taken by the City to eliminate or mitigate a nuisance condition that threatens public health, safety, or welfare.

32 (c) Corrective Action Plan. A plan prepared by the City, incorporated in the
33 Nuisance Abatement Agreement, and agreed to by the owner to address and
34 eliminate nuisance activity on the owner's property by the implementation of
35 proactive steps by the property owner.

36 **(d) Nuisance activity.** Nuisance activity or nuisance means any activities relating to the
37 following violations, whenever engaged in by the property owner, operator, agent,
38 tenant, or invitee of the property owner, operator, agent or tenant:

39 ...

40 26. Two (2) or more calls for service within a period of thirty (30) calendar days to
41 the same property for police, fire, medic, ~~or other~~ emergency personnel, or other
42 City personnel to assist an individual who displays the symptoms of an overdosed
43 of a controlled substance.

44 **(e) Nuisance Abatement Agreement.** An agreement entered into between the City and
45 property owner that contains an "~~Action Plan~~Corrective Action Plan" to be
46 implemented by the property
47 owner to address and abate the nuisance activity.

48 ...

49 **(h) Pattern of nuisance activity.** Real property shall be deemed to exhibit a pattern of
50 nuisance activity when:

51 (1) The ~~police department~~City has responded to three or more nuisance activities at
52 the property within 30 days; or

53 (2) The ~~police department~~City has responded to seven or more nuisance activities at
54 the property within six months; or

55 ...

59 **Section 15-113 Construction and application.**

60 (a) Pattern of nuisance activity will not be construed to include:

61 (1) A nuisance activity where the property owner, operator, agent, tenant, or invitee
62 of the property owner, agent or tenant is the victim of a crime; or

63 (2) A complaint or call for service to which the ~~police department~~City responded and
64 determined that no violation was committed.

65 (3) A Domestic violence call.

66 **Section 15-114 Separate occurrences.**

67 (a) For purposes of this article, each ~~daytime~~ (instance) that the ~~police~~
68 ~~department~~City responds to a nuisance activity at the property shall be a separate
69 occurrence.

70 **Section 15-115 Declaration of Chronic Nuisance ; ~~Action Plan~~Corrective Action**
71 Plan

72 ...

73 (c) A Nuisance Abatement Agreement shall set forth a ~~Action Plan~~Corrective Action Plan
74 with specific measures that the property owner must take to curtail or eliminate the
75 re-occurrence of nuisance activities at the property. The Nuisance Abatement
76 Agreement shall contain a timetable for corrective action. The ~~Action Plan~~Corrective
77 Action Plan may include abatement measures which must be taken by the property
78 owner such as:

79 (1) Commencement of an eviction action by the property owner pursuant to Chapter
80 83 Florida Statutes to remove from the property those individuals engaged in the
81 nuisance activity;

82 (2) Implementation of "crime prevention through environmental design" (CPTED)
83 measures;

84 (3) Frequency of site visits and inspections by the owner or owner's agents at various
85 times of both day and night;

- 86 (4) Hiring of property management;
- 87 (5) Hiring of private security;
- 88 (6) Installation of security cameras;
- 89 (7) Use of a written lease agreement which delineates prohibited tenant or tenant
- 90 invitee conduct;
- 91 (8) Criminal background checks for prospective tenants and lease renewals;
- 92 (9) ~~Posting of~~The Operator must post "no trespassing" signs at the property and
- 93 ~~execution~~execute of a "no trespass affidavit" authorizing the police department
- 94 to act as an agent of the property owner to enforce trespass statutes on the
- 95 property;
- 96 (10) ~~Regular~~The Operator must make regular requests to the police and fire
- 97 departments for offense and incident reports relating to the property. Reports
- 98 are available through the ~~records custodian of the police department records~~
- 99 division;
- 100 (11) Written documentation of any and all efforts to curtail or eliminate the re-
- 101 occurrence of nuisance activities on the property;
- 102 (12) Other action that the City determines is reasonably sufficient to curtail or
- 103 eliminate the re-occurrence of nuisance activities on the property.

104 ...

- 105 (g) If the City determines during the monitoring period that the ~~Action Plan~~Corrective
- 106 Action Plan is not adequate to curtail or eliminate the re-occurrence of nuisance
- 107 activities on the property, the City may require the property owner to revise the
- 108 ~~Action Plan~~Corrective Action Plan. The determination as to whether or not the
- 109 ~~monitoring period~~ Corrective Action Plan is adequate is in the sole and exclusive
- 110 discretion of the City, based on the totality of the circumstances for the specific
- 111 property.

112

Section 15-116 Refusal To Sign or Violation of Agreement.

...

(b) A request for hearing shall be filed by the Director of Community Standards or designee with the City within 15 days from the deadline for entry into a Nuisance Abatement Agreement or the violation of a provision of the Agreement or ~~Action Plan~~Corrective Action Plan.

(c) The City shall schedule a hearing before the City's Special Magistrate. The hearing shall be limited to the review of the record or evidence upon which the City based the Declaration of Chronic Nuisance or the failure by the property owner implement the Agreement/~~Action Plan~~Corrective Action Plan and any rebuttal offered by the property owner. All testimony shall be under oath and the City and property owner shall be afforded the opportunity to call or cross-exam any witness.

(f) After hearing the testimony and evidence, the Special Magistrate shall either uphold or reject (i) the City's Declaration of Chronic Nuisance or (ii) the notice of violation regarding the ~~Action Plan~~Corrective Action Plan, as appropriate.

...

Section 15-117.5 Change in title to chronic nuisance property.

(a) Purchase at judicial sale upon final judgment of foreclosure. Every purchaser of a chronic nuisance property at judicial sale upon final judgment of foreclosure shall provide the City with an ~~Action Plan~~Corrective Action Plan and implement an ~~Action Plan~~Corrective Action Plan no later than 45 days from the date of sale.

(b) Receivership. Every trustee of a chronic nuisance property appointed after the entry of a chronic nuisance service order shall provide the City with an ~~Action Plan~~Corrective Action Plan and implement the ~~Action Plan~~Corrective Action Plan no later than 45 days from the date of appointment of receiver in any state or federal action at law.

(c) Probate. Every personal representative of an owner of a chronic nuisance property shall provide the City with an ~~Action Plan~~Corrective Action Plan and implement an

~~Action Plan~~Corrective Action Plan no later than 45 days from the date of appointment.
If the owner of the chronic nuisance property died intestate, beneficiaries of the estate shall be required to provide the City with an ~~Action Plan~~Corrective Action Plan and implement an ~~Action Plan~~Corrective Action Plan.

- (d) Other changes in title to chronic nuisance property. An arms-length purchaser of a chronic nuisance property that has purchased the property after entry of a chronic nuisance service order for the property shall have 45 days from the date of closing or recording of the order, whichever occurs last, to provide the City with a proposal to release or modify a Nuisance Abatement Agreement or ~~Action Plan~~Corrective Action Plan. Until such time as the City agrees to release or modify an Agreement, the Agreement shall be enforceable as provided herein.

...

Section 3. City Staff is authorized to take all steps necessary to effectuate the intent of this ordinance.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 7. This Ordinance shall become effective upon adoption.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Steven B. Grant

Vice-Mayor- Christina L. Romelus

Commissioner – Mack McCray

Commissioner – Justin Katz

Commissioner – Joe Casello

VOTE

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Agreement for Textile Recycling Franchise Agreement with FLSC, LLC dba Florida Textile Recycling Program for an exclusive City-Wide program - **July 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:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

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:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD - **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:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION:

Discuss possibility of trolley service within the City - 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:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/19/2018

REQUESTED ACTION BY COMMISSION: Commission wants to discuss public safety as it relates to the Town Square Redevelopment - 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:

Is this a grant? No

Grant Amount:
