

The City of Boynton Beach



City Commission Agenda Tuesday, August 21, 2018, 5:00 PM

Chambers - City Hall
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 & PROCEDURES FOR PUBLIC PARTICIPATION AT
CITY OF BOYNTON BEACH COMMISSION MEETINGS**

THE AGENDA:

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

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

SPEAKING AT COMMISSION MEETINGS:

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

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

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

ADDRESSING THE COMMISSION:

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

DECORUM:

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

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

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

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation by Doug Hams from the Church of Latter Day Saints.

Pledge of Allegiance to the Flag led by Commissioner Romelus

Roll Call

A private-attorney/client closed-door session will be held on August 21st, 2018 commencing at 5 pm to discuss pending litigation in the case of SECURED HOLDINGS INC, Plaintiff, vs. QUANTUM OVERLAY DEPENDENT DISTRICT, EUGENE GERLICA and CITY OF BOYNTON BEACH, Defendants – Palm Beach County Circuit Court Case No. 502016CA005668XXXXMB

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

- A. Proclaim August 31, 2018 as National Overdose Awareness Day.
- B. Announcement by Andrew Mack, Director of Public Works and Engineering, regarding moving dates and temporary locations of City Hall, Police Station, and Library due to the Town Square Project.
- C. Announce early voting for the August 28th Primary Election being held from Monday, August 13th through Sunday, August 26th at the Boynton Beach Civic Center. The polls are open from 10 a.m. to 6 p.m. each day.
- D. Announce September Commission Meetings:
 - Thursday, September 6, 2018, Regular Commission meeting and First Public Hearing on the FY 18/19 Budget;
 - Special Commission meeting on Tuesday, September 11, 2018 at 6:00pm prior to the CRA meeting to consider a Final Fire Assessment Rate Resolution; and
 - Thursday, September 20, 2018, Regular Commission meeting to include Final Millage Adoption and Final Public Hearing on the FY 18/19 budget.All to be held at Intracoastal Park Clubhouse
- E. Recognize the significant military accomplishments of Master Sergeant Tanitra Lee, a life-long resident of the City of Boynton Beach.

4. PUBLIC AUDIENCE

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

5. ADMINISTRATIVE

- A. Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:
- Arts Commission: 2 Alts
Building Board of Adjustments & Appeals: 1 Reg and 2 Alts
Planning & Development Bd: 1 Alt
Senior Advisory Bd: 1 Alt

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. R18-115** - Delegate authority to South Central Regional Wastewater Treatment and Disposal Board (SCRWTB) to place bonds in the amount of \$15,500,000 to fund the five year capital improvement plan required to upgrade the facility and add 6.0 MGD of permitted treatment capacity.
- B. **PROPOSED RESOLUTION NO. R18-116** - Approve Release of Unity of Title for BTS South as part of the Town Square project.
- C. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the nine (9) month period ended June 30, 2018.
- D. Accept the written report to the Commission for purchases over \$10,000 for the month of July 2018.
- E. Legal Expenses - June 2018 - information at the request of the City Commission. No action required.
- F. Approve the minutes from City Commission meeting held on August 7, 2018.

7. BIDS AND PURCHASES OVER \$100,000

- A. Approve the purchase of Water Meters and Equipment with Sensus Metering Systems as a Sole Source vendor for the maintenance and replacement of water equipment for the City's Utility Metering System. The City is currently using Sensus's Flex Net System. Items will be ordered on an "as needed" basis for the estimated annual expenditure of \$175,000.
- B. Approve the purchase of 5 Mobile Diesel Generators from TAW Power Systems, Inc. of Pompano Beach, FL, a Kohler Generator Systems Distributor for the sum of \$315,978,48, utilizing pricing of the national Sourcewell Contract #120617-KOH. Sourcewell procurement process satisfies the City's competitive bid requirements.

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. Approved JR Watersports Expansion (COUS 18-003 / MSPM 18-005) request for Conditional Use and Major Site Plan Modification for the expansion of the abutting business, including refurbishing of an existing 2,413 square foot building and associated site improvements on 711 N. Federal Highway, in the C-4 (General Commercial) zoning district. Applicant: Michael Wood.

9. CITY MANAGER'S REPORT

- A. Discuss procedure for Commission members to place matters on a City Commission agenda.

10. UNFINISHED BUSINESS

- A. Discussion concerning providing an opportunity for the public to bring dogs to Oceanfront Park for a "special" day at the beach at which dogs will be allowed off leash and have access to the water. This proposal will provide staff an opportunity to determine the best way to safely allow dogs on the beach at Oceanfront Park and determine if it is an activity that should be expended.

11. NEW BUSINESS

- A. **PROPOSED RESOLUTION NO. R18-117** - Authorize the Mayor to sign an Interlocal Agreement with Town of Hypoluxo for the City to continue to provide Fire-Rescue services to the Town for the period of October 1, 2018 thru September 30, 2025.

12. LEGAL

- A. **PROPOSED ORDINANCE NO. 18-019 - FIRST READING** - City Commission to consider amending Part II, Chapter 2, Article I of the Code of Ordinances to create a new subsection prohibiting board member lobbying. **(TABLED - STAFF RECOMMENDS ITEM REMAIN TABLED)**
- B. **PROPOSED ORDINANCE NO. 18-020 - FIRST READING - PUBLIC HEARING** - Approve amendments to the regulations governing the methodology used for approving the Utility rates governing water, wastewater (Chapter 26-9), reuse water (Chapter 26-508), and the stormwater assessment fee (Chapter 26-403); allowing rates to be set annually by resolution of the Commission. **(TABLED TO SEPTEMBER 6, 2018 DUE TO ADVERTISEMENT ISSUES)**
- C. **PROPOSED ORDINANCE NO. 18-016 - SECOND 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. **(TABLED - STAFF RECOMMENDS ITEM REMAIN TABLED)**
- D. **PROPOSED ORDINANCE NO. 18-017 - SECOND 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. **(TABLED -- STAFF RECOMMENDS ITEM REMAIN TABLED)**
- E. **PROPOSED ORDINANCE NO. 18-021 – FIRST READING** - An ordinance amending Chapter 10, section 10-30 of the City Code approving a rate increase in residential single family and multi-family garbage rates for fiscal year 2018-19, 2019-20 and 2020-21.

13. FUTURE AGENDA ITEMS

- A. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD**
- B. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
 - Nichols Property
 - Rolling Green
 - Girl Scout Park
- C. 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**

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: 8/21/2018

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

Invocation by Doug Hams from the Church of Latter Day Saints.

Pledge of Allegiance to the Flag led by Commissioner Romelus

Roll Call

A private-attorney/client closed-door session will be held on August 21st, 2018 commencing at 5 pm to discuss pending litigation in the case of SECURED HOLDINGS INC, Plaintiff, vs. QUANTUM OVERLAY DEPENDENT DISTRICT, EUGENE GERLICA and CITY OF BOYNTON BEACH, Defendants – Palm Beach County Circuit Court Case No. 502016CA005668XXXXMB

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: 8/21/2018

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: 8/21/2018

REQUESTED ACTION BY COMMISSION: Proclaim August 31, 2018 as National Overdose Awareness Day.

EXPLANATION OF REQUEST: Dedicated to creating a wave of awareness through education in our communities and providing peer support for those affected by Substance Use Disorder.

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, addiction is an American Medical Association defined disease and the stigma associated with addiction must be addressed so that no one feels shame or disgrace over a legal or illegal drug poisoning (overdose); and

WHEREAS, drug poisoning (overdose) is the number one cause of injury deaths in the nation with an accidental drug overdose death occurring every 11 minutes, surpassing deaths from motor vehicle accidents or gun homicides; and

WHEREAS, according to the Center for Disease Control and Prevention 63,510 people died in the United States as a result of drug poisoning (overdose) or 174 per day during 2017; and

WHEREAS, according to the Florida Medical Examiners Commission, there were 3,234 accidental deaths in the State of Florida during 2017 caused by a prescription drug poisoning (overdose) representing a 48 percent increase over the previous year; and

WHEREAS, the City of Boynton Beach remains committed to raising awareness in order to combat stigma and educate our community about prescription drug poisoning (overdose) prevention;

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 31st day of August Two Thousand Eighteen as:

NATIONAL OVERDOSE AWARENESS DAY

And urge all residents to learn about this disease and to aid and support those that are affected by it.

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 21st day of August, 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: 8/21/2018

REQUESTED ACTION BY COMMISSION: Announcement by Andrew Mack, Director of Public Works and Engineering, regarding moving dates and temporary locations of City Hall, Police Station, and Library due to the Town Square Project.

EXPLANATION OF REQUEST:

It is important for the public to know that as the City undergoes the Town Square redevelopment project, City departments will be moving out of their current buildings and relocating to temporary spaces until the project is complete.

The following customer-oriented service departments' move dates, occupy dates, and temporary locations are as follows:

Customer Service

Closing: August 10

Opening: August 13

Location: 209 N. Seacrest Blvd.

Development/Permitting

Closing: August 31

Opening: September 4

Location: 3301 Quantum Blvd.

Police Department - Records/Internal Affairs

Closing: September 23

Opening: September 24

Location: 209 N. Seacrest Blvd.

City Library

Closed: July 12

Opening: August 13

Location: 115 N. Federal Hwy.

A complete list of all the City department moves and temporary locations is available on the City's website at Boynton-Beach.org/Town-Square.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The public will be kept informed of the moving dates and temporary locations through public communications that will include water utility inserts, social media posts, website, flyer/postcard distribution (public facilities, events, programs, code compliance and police personnel), email distribution, signage and press releases.

For public inquiry/comments, an email (TownSquare@bbfl.us) has been created. In addition, there is an inquiry/comment submission form on the website. A dedicated phone line has also been established.

FISCAL IMPACT: Budgeted

ALTERNATIVES: Do not make the announcement.

STRATEGIC PLAN: Redevelop Downtown

STRATEGIC PLAN APPLICATION: Town Square is a major redevelopment project within Downtown Boynton.

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: Announce early voting for the August 28th Primary Election being held from Monday, August 13th through Sunday, August 26th at the Boynton Beach Civic Center. The polls are open from 10 a.m. to 6 p.m. each day.

EXPLANATION OF REQUEST: Florida Statutes 101.657(1)(a) states, "The supervisor may also designate any city hall, permanent public library facility, fairground, civic center, courthouse, county commission building, stadium, convention center, government-owned senior center, or government-owned community center as early voting sites; however, if so designated, the sites must be geographically located so as to provide all voters in the county an equal opportunity to cast a ballot, insofar as is practicable."

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

Accommodations are made by staff to facility voting for all citizens.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION:

Announce September Commission Meetings:

- Thursday, September 6, 2018, Regular Commission meeting and First Public Hearing on the FY 18/19 Budget;
- Special Commission meeting on Tuesday, September 11, 2018 at 6:00pm prior to the CRA meeting to consider a Final Fire Assessment Rate Resolution; and
- Thursday, September 20, 2018, Regular Commission meeting to include Final Millage Adoption and Final Public Hearing on the FY 18/19 budget.

All to be held at Intracoastal Park Clubhouse

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: 8/21/2018

REQUESTED ACTION BY COMMISSION: Recognize the significant military accomplishments of Master Sergeant Tanitra Lee, a life-long resident of the City of Boynton Beach.

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"/> Other	Citation

City of Boynton Beach

Citation

WHEREAS, Master Sergeant Tanitra K. Lee, was born and raised in Boynton Beach Florida, attended schools in Boynton Beach and entered the United States Air Force in May 2001.

Master Sergeant Lee reported to her first duty station in Osan Air Base, South Korea, serving as an apprentice. She administrated, coordinated issues regarding quality of life improvement. She was a vital asset during squadron exercises in the Damage Control Center. She was assigned to Andrews Air Force Base, and was instrumental in tackling 2 major snow/ice storms, controlling and clearing 8.8 million square feet and enabling zero delays to the President of the United States mission. Selected for special duty with the Air Force Office Special Investigations as a Facility Manager at Quantico Marine Corps Base.

Master Sergeant Lee is now the Operations Engineering Superintendent for the 22nd Civil Engineer Squadron, McConnell Air Force Base. She is responsible for steering the management of inputting and tracking to maintain \$3.3 billion in base facilities and infrastructure. She also oversees 7 Wing contracts valued at \$2.2 million to ensure quality of service for base wide populace. Master Sergeant Lee earned her Associates degree in Maintenance Production Management (2009), Bachelor's degree in Homeland Security (2012), PMC (2017) and will receive her Master's Degree in 2019.

Master Sergeant Lee has been deployed in support of several campaigns: IRAQI FREEDOM, ENDURING FREEDOM and Joint Task Force HORN OF AFRICA. Master Sergeant Lee has received several Non-Commissioned Officers awards; the Major General Eugene A. Lupia Military Technician of the Year, Volunteer of the Quarter and the Kansas Servicewoman of the Year award.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby recognize

Master Sergeant Tanitra K. Lee

For her Military Achievements

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 21 day of August, Two Thousand Eighteen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

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: 1 Reg and 2 Alts

Planning & Development Bd: 1 Alt

Senior Advisory Bd: 1 Alt

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
▢	Other	Bonnell,, K Application
▢	Other	Buoni, B
▢	Other	Devlin Application

APPOINTMENTS AND APPLICANTS FOR AUGUST 21, 2018

Arts Commission

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

Applicants

None

Building Board of Adjustments and Appeals

II	McCray	Alt	2 yr term to 12/19 Tabled (3)
III	Romelus	Alt	2 yr term to 12/19 Tabled (2)
IV	Casello	Reg	3 yr term to 12/18 Tabled (2)

Applicants

None

Planning and Development Board

II	McCray	Alt	2 yr. term to 12/18 Tabled (2)
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Applicants

Kalina Bonnell
Thomas Devlin
Boni (Butch) Buoni

Senior Advisory Board

IV	Casello	Alt	2 yr term to 12/19 (Tabled (3)
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Applicants

None

From: kalib <noreply@123formbuilder.io>
Sent: Tuesday, March 27, 2018 4:37 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	03/27/2018
Name	Kalina Bonnell
Gender	Female
Phone number	404-290-6792
Address	3504 SE 2nd St Boynton Beach FL 33435 United States
Email	kalib@dpr.com
Current occupation or, if retired, prior occupation	Project Manager, Commercial Healthcare Construction
Education	Bachelors Degree, Auburn University
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Planning & Development Board
Personal Qualifications	10 years experience in Commercial Construction, Design-Build Commercial Construction, and Master Plan Development for long term Healthcare Clients. My current role within the Construction Industry is related to healthcare construction, project management, strategic planning, permitting, and budgetary control. I focus on big picture long term goals and fill in strategic deeper dive planning on specific projects. My innate planning skillsets with

CITY OF BOYNTON BEACH
 CITY CLERK'S OFFICE
 18 MAR 28 PM 1:01

REGISTERED VOTER

Construction background make me an excellent candidate for the Planning & Development Board of Boynton Beach. I've lived in Boynton Beach for four years. I am passionate about positive development of Boynton Beach.

Professional Memberships LEED BD&C, ABC (Construction), Women in Construction

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

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

The message has been sent from 96.75.75.254 (United States) at 2018-03-27 15:37:12 on Internet Explorer 11.0

Entry ID: 263

Referrer: www.boynton-beach.org/boards-and-committees

Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

Ellis, Shayla

From: Butch.Buoni <noreply@123formbuilder.io>
Sent: Monday, August 06, 2018 4:50 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date 08/06/2018

Name Boni (Butch) Buoni

Gender Male

Phone number 706-993-8598

Address 450 Horizons E. #304
Boynton Beach Florida 33435
United States

Email Butch.Buoni@Gmail.com

Current occupation or, if retired, prior occupation President of an 840 unit Condominium Association

Education Some college and numerous military schools and courses

Are you a registered voter? Yes

Do you reside within the Boynton Beach City limits? Yes

Do you own/manage a business within City limits? No

If "yes", name of business:

Are you currently serving on a City board? No

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

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

Have you ever been convicted of a crime? No

If "yes", when and where?

Advisory Board Planning & Development Board

Personal Qualifications Retired U.S. Army Helicopter Pilot
School Trained Instructor Pilot, Maintenance, Safety, Standardization,
Nuclear, Biological & Chemical Officer.

Retired Real Estate Broker (GA & VA)
Member of the VA Peninsula B.O.D.

*Received
10/27/18
Clerk's Office*

18 AUG - 7 PM 2:20
CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE

Former member of Community Development Committee, National Association of Realtors.
Chair of the State Community Redevelopment Committee, Virginia Association of Realtors.
Chair of the Community Redevelopment Committee and the Governmental Affairs Committee for the Virginia Peninsula Association of Realtors.

Retired GA School Bus Driver/Trainer

Maintenance Volunteer for The Loxahatchee National Wildlife Refuge.

Additional Info available on Request

Professional Memberships

Life Member, Disabled American Veterans
Life Member, National Rifle Association
Life Member of the U.S. Army Warrant Officers Association and Past President of Two Chapters.
Past President of two Chapters of the Army Aviation Association of America.

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

Certification

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

The message has been sent from 96.91.122.62 (United States) at 2018-08-06 15:49:35 on Internet Explorer 11.0
Entry ID: 287
Referrer: www.boynton-beach.org/boards-and-committees
Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

Ellis, Shayla

From: doctordevlin <noreply@123formbuilder.io>
Sent: Monday, April 23, 2018 12:38 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date 04/23/2018

Name Thomas Devlin

Gender Male

Phone number 561-733-7926

Address 2840 Se 1st Ct
 Boynton Beach FL 33435
 United States

Email doctordevlin@bellsouth.net

Current occupation or, if retired, prior occupation Architect, IBM

Education Masters

Are you a registered voter? Yes

Do you reside within the Boynton Beach City limits? Yes

Do you own/manage a business within City limits? No

If "yes", name of business:

Are you currently serving on a City board? No

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

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

Have you ever been convicted of a crime? No

If "yes", when and where?

Advisory Board Planning & Development Board

Personal Qualifications

Professional Memberships

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

CITY OF BOYNTON BEACH
 CITY CLERK'S OFFICE
 18 APR 24 AM 8:17

REGISTERED
 VOTER

Certification

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

The message has been sent from 104.5.88.121 (United States) at 2018-04-23 11:38:22 on iPhone 11.0

Entry ID: 265

Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R18-115** - Delegate authority to South Central Regional Wastewater Treatment and Disposal Board (SCRWTB) to place bonds in the amount of \$15,500,000 to fund the five year capital improvement plan required to upgrade the facility and add 6.0 MGD of permitted treatment capacity.

EXPLANATION OF REQUEST:

The SCRWTB approved a five year capital improvement plan to upgrade the Water Reclamation Facility and improve the efficiency of treatment through the replacement of major equipment that has reached the end of its lifecycle, increase the hydraulic capacity and treatment capacity of the treatment system and add capacity to the reuse treatment portion of the plant. In order to fund the CIP, the Board directed staff to develop a financial plan to obtain a bond with a payment plan that will not increase rates to each member city. The plan was developed and approved by the Board.

The interlocal agreement provides authority to the Board to place bonds to fund improvements with approval by each member city. This resolution delegates the authority to place bonds to the Board to satisfy the requirements of the interlocal agreement. These bonds do not require a pledge or security from either member City other than the requirement to pay the annual costs of the facility.

Staff recommends approval of the Resolution

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The Board CIP and revenue methodology to fund the annual payment does not require any increase in the current rate structure to the City.

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type		Description
	Resolution	Resolution

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RESOLUTION NO. R18-__

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA; DELEGATING TO THE SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD (THE "BOARD") THE AUTHORITY TO ISSUE NOT TO EXCEED \$15,500,000 OF BONDS OR NOTES IN ONE OR MORE SERIES TO FINANCE THE BOARD'S CAPITAL IMPROVEMENT PLAN, SAID BONDS OR NOTES TO BE PAYABLE FROM AND SECURED BY THE NET REVENUES OF THE BOARD INCLUDING, BUT NOT LIMITED TO, AMOUNTS PAYABLE TO THE BOARD BY THE CITIES OF DELRAY BEACH AND BOYNTON BEACH; CONTAINING OTHER PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach and the City of Delray Beach (collectively, the "Cities") created, by Interlocal Agreement made and entered into on December 26, 1974 (as amended and supplemented, the "Interlocal Agreement"), the South Central Regional Wastewater Treatment and Disposal Board (the "Board") for the purpose of providing wastewater treatment and disposal services to the "South Central Region" of Palm Beach County; and

WHEREAS, the Board has considered the financing of the facilities operated by the Board and has determined that there is a need to issue bonds or notes to finance all or a portion of the Board's Capital Improvement Plan, as more particularly set forth on Exhibit "A" hereto (the "Project"); and

WHEREAS, each of the Cities has the legal authority to issue bonds or notes to finance the costs of the Project; and

WHEREAS, in accordance with Section 3(B)5. of the Interlocal Agreement, each of the Cities desires to delegate to the Board the authority to issue bonds or notes in one or more series in an aggregate amount not to exceed \$15,500,000 to finance the Cost of the Project.

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

SECTION 1. The foregoing recitals are ratified as true and incorporated herein.

SECTION 2. FINANCING OF PROJECT; DELGATION OF AUTHORITY TO ISSUE OF BONDS OR NOTES. The undertaking of the Project and the financing of the cost thereof is necessary for the Board. The City of Boynton Beach delegates to the Board the authority to issue bonds or notes in one or more series in the aggregate principal amount not to exceed \$15,500,000 to pay the costs of the Project.

SECTION 3. SECURITY FOR BONDS OR NOTES. The principal of and interest on the bonds or notes issued by the Board shall be payable from and secured by the net revenues received by the Board, including but not limited to revenues received by the Board from the Cities. The bonds or notes shall not be a general obligation of the City of Boynton Beach, and shall not be secured by a pledge of or lien on the City of Boynton Beach's ad valorem taxing power or any other revenues of the City of Boynton Beach other than payments that the City of Boynton Beach is obligated to make to the Board pursuant to the Interlocal Agreement.

SECTION 4. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 5. REPEALER. All resolutions or parts thereof of the City of Boynton Beach in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS _____ **DAY OF** _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Stephen B. Grant _____

Vice Mayor – Christina Romelus

Commissioner – Justin Katz

Commissioner – Mack McCray

Commissioner – Joe Casello

VOTE _____

ATTEST

Judith Pyle, CMC, City Clerk

(Corporate Seal)

EXHIBIT “A”

DESCRIPTION OF THE PROJECT

South Central Regional Wastewater Treatment and Disposal Board (SCRWTB) owns and operates the SCR Water Reclamation Facility located at 1801 North Congress Avenue. The plant was constructed in 1972 and the major aeration equipment has reached the end of its lifecycle. Flow from the two member Cities have increased and the average daily flow treated by the plant has surpassed 75% of the plants permitted capacity. Current regulations require the Board to expand the plant to meet future flow projects when average daily flows exceed 75% of the permitted capacity. The Board has approved a five year CIP which includes replacement of the major aeration equipment and plant upgrades to increase the plant's capacity from 24 MGD to 30 MGD. The project consists of the following construction activities:

- Installation of new and efficient blowers to save on electrical costs and to handle additional capacity in the aeration tanks.
- Replacement of the fine bubble diffusers to transfer the oxygen in to the water for more efficient treatment
- Add a selector zone to create a favorable environment for microscopic bugs to thrive.
- Construction on aeration basins to add depth (SWD) to increase volume
- Dissolved oxygen and ammonium analyzers and controls to optimize efficiency and treatment
- Hydraulic Improvements on the piping system
- Construction of a second Deep Injection well in order cease using the ocean outfall
- Adding additional filters to the reclaimed facility in order to meet the demands contributed by additional plant capacity (24MGD to 30MGD) and help during wet weather conditions
- Additional piping to reduce hydraulic loading to the reclaimed facility

At the completion of construction, the Plant will be permitted for 30.0 MGD of capacity sized to treat projected flows from both member City's at build-out.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-116 - Approve
Release of Unity of Title for BTS South as part of the Town Square project.

EXPLANATION OF REQUEST:

As part of the Town Square project, the City has approved the sale of certain real property to JKM BTS South, LLC, a Florida limited liability company, for the development of an apartment building, parking garage and related amenities. The City needs to release the Property from the operation and effect of the Unity of Title which the City originally created and which now encumber the Property recorded in Official Records Book 6972, Page 1978, Public Records of Palm Beach County, Florida.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Allow the Town Square project to move forward.

FISCAL IMPACT: Recording fees for the Release which are nominal.

ALTERNATIVES: None.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Resolution approving and Authorizing the Release of the Unity of Title for BTS - South
▣ Attachment	Release of Unity of Title

RESOLUTION NO. R18-_____

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO SIGN A RELEASE OF A
UNITY OF TITLE FOR THE CITY OF BOYNTON
BEACH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City has approved the sale of that certain real property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Property”) to JKM BTS South, LLC, a Florida limited liability company, for the development of an apartment building, parking garage and related amenities; and

WHEREAS, the City has agreed to release the Property from the operation and effect of the Unity of Title encumbering the Property recorded in Official Records Book 6972, Page 1978, Public Records of Palm Beach County, Florida.

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

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

Section 2. The Mayor and City Clerk are hereby authorized and directed to sign the Release of Unity of Title, a copy of which is attached hereto as Exhibit "B".

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

EXHIBIT "A"

Lots 1 – 6, Block 16, Sawyer's Addition, according to the Plat thereof, recorded in Plat Book 8, Page 12, of the Public Records of Palm Beach County, Florida.

Instrument Prepared By and Return To:
K. Michelle Jessell, Esq.
PG Law
5030 Champion Blvd., Suite G11-281
Boca Raton, Florida 33496

Parcel Tax Identification Number: a portion of 08-43-45-28-05-015-0020

RELEASE OF UNITY OF TITLE

THIS RELEASE OF UNITY OF TITLE (the “Release”) is made and entered into on the ____ day of August, 2018, by the City of Boynton Beach, Florida, a political subdivision of the State of Florida (the “City of Boynton Beach”).

WITNESSETH:

WHEREAS, the City of Boynton Beach owns the following described property (the “Property”):

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, the City of Boynton Beach has approved the sale of the Property to JKM BTS South, LLC, a Florida limited liability company, for the development of an apartment building, parking garage and related amenities. In order to facilitate the development of the Property, the City of Boynton Beach has agreed to release the Property from the operation and effect of the Unity of Title encumbering the Property recorded in Official Records Book 6970, Page 1978, Public Records of Palm Beach County, Florida (the “Unity of Title”).

WHEREAS, the administrative head of the Boynton Beach Building Department has approved this Release.

WHEREAS, the Boynton Beach City Commission has approved this Release.

NOW THEREFORE, for a valuable consideration, the sufficiency of which is acknowledged by the execution and acceptance of this Release, the City of Boynton Beach hereby releases the Property from the Unity of Title and declares the Property free and clear of the operation and effect of same. Accordingly, the Unity of Title is hereby deemed released, cancelled, terminated and shall be of no further force or effect with respect to the Property.

/SIGNATURES AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE/

IN WITNESS WHEREOF, the undersigned has executed this Release of Unity of Title as approved by the City Commission as its meeting of _____ day of August, 2018.

Signed, sealed and delivered in the presence of:

CITY OF BOYNTON BEACH, FLORIDA,
a political subdivision of the State of Florida

Witness #1

Printed Name: _____

By: _____

Name: Steven B. Grant

Title: Mayor

Witness #2

Printed Name: _____

Attest:

Name: Judith Pyle

Title: City Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of August, 2018, by Steven B. Grant, as Mayor of the City of Boynton Beach, Florida, a political subdivision of the State of Florida, who [] is personally known to me OR [] has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My commission expires: _____

EXHIBIT "A"

Lots 1 – 6, Block 16, Sawyer's Addition, according to the Plat thereof, recorded in Plat Book 8, Page 12, of the Public Records of Palm Beach County, Florida.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the nine (9) month period ended June 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 nine (9) month period ended June 30, 2018 (75% 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	\$ 78,177	84%	\$ 83,767	\$ 71,177	85%	11.3%	9.8%
Expenditures	\$(93,254)	\$(65,734)	70%	\$(83,767)	\$(61,201)	73%	11.3%	7.4%
Excess (Deficit)	\$ -	\$ 12,443		\$-	\$ 9,976			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a \$12.4M surplus for the period ending June 30, 2018.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of \$78.2M or 84% 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 ninth month in FY 2017-18, revenues and transfers realized are approximately \$78.1M or 84% of the budget estimate compared to \$71.1M or 85% realized to date in FY 2016-17.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was \$32.9M as compared to \$31.0M 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 ninth month period ending June 30 (75% of the fiscal year) are \$65.7M that is 70% 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 \$65.7M or 70% of the FY 2017-18 budget. At this point in the fiscal year, FY2017-18 spending levels are \$4.5M ahead of the \$61.2M or 73% 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. As of the period ending June 30, the operational forecast reflects an estimated decrease of \$796K 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	\$ 35,643	77%	\$ 42,245	\$ 33,878	80%	10.2%	5.2%
Expenditures	\$ (46,544)	\$ (32,760)	70%	\$ (42,245)	\$ (31,274)	74%	10.2%	4.8%
Excess (Deficit)	\$ -	\$ 2,883		\$ -	\$ 2,604			

For the ninth month period in FY 2017-18,

- Revenues realized are \$35.6M (77%) of the annual budget estimate.
- Expenditures incurred are \$32.7M (70%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately \$2.8M.

Expenditures (Exhibit D) – Utility Fund FY 2017-18 expenditures to date are \$32.7M or 70% of the annual appropriation compared to expenditures of \$31.2M or 74% 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:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Addendum	GF Statement of Revenues thru June 30, 2018
<input type="checkbox"/> Addendum	GF Statement of Expenditures thru June 30, 2018
<input type="checkbox"/> Addendum	UF Statement of Revenues thru June 30, 2018
<input type="checkbox"/> Addendum	UF Statement of Expenditures thru June 30, 2018

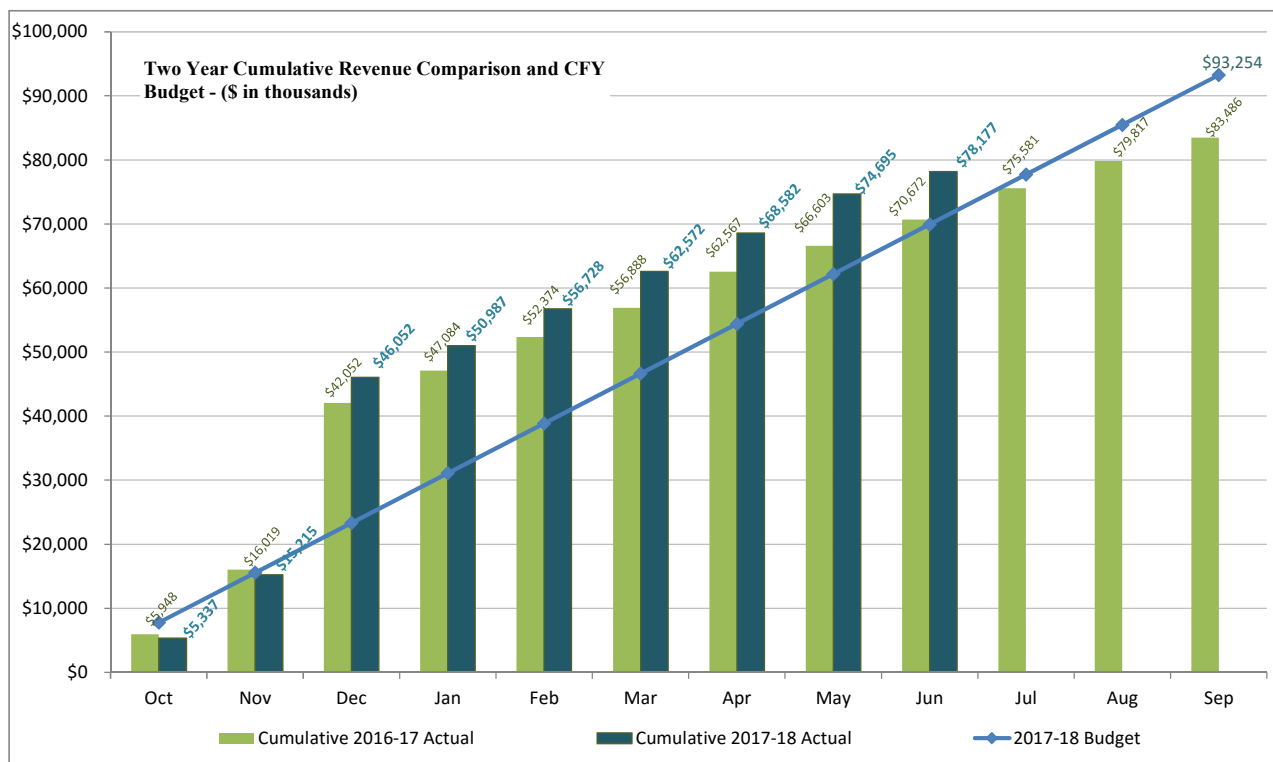
CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

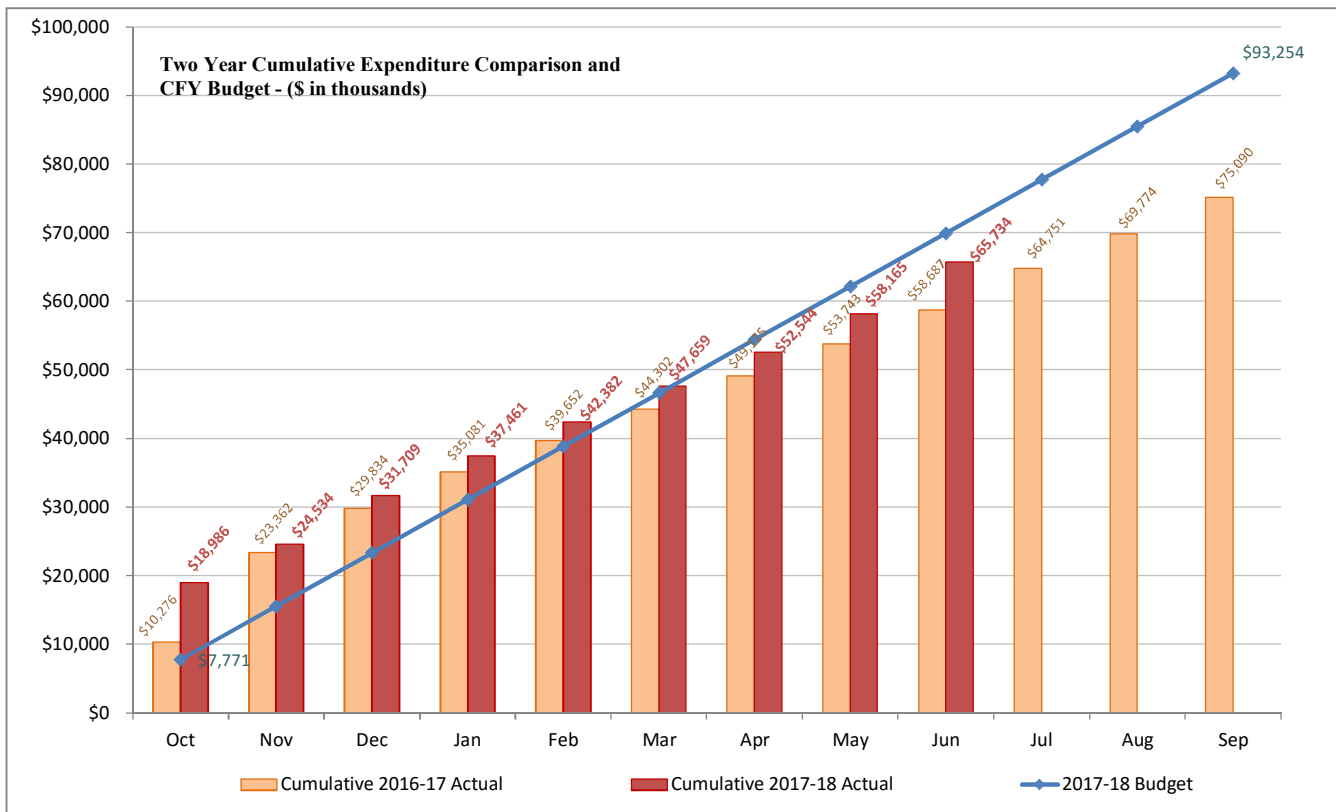
Fiscal Year Period Ended June 30, 2018 (75% of Fiscal Year)

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	\$ 35,595,758	\$ 34,513,587	97%	\$ 33,130,100	32,506,569	98%
LESS TIF TAXES TO CRA	(1,498,231)	(1,522,048)	102%	(1,489,928)	(1,410,049)	95%
NET TAXES TO THE CITY	34,097,527	32,991,539	97%	31,640,172	31,096,520	98%
LICENSES AND PERMITS						
BUSINESS TAXES	1,731,000	1,723,280	100%	1,656,000	1,650,998	100%
BUILDING PERMITS	2,712,000	2,207,849	81%	2,417,000	1,709,477	71%
FRANCHISE FEES	4,865,000	3,200,621	66%	5,065,000	3,346,832	66%
OTHR LICENSES, FEES & PER	222,000	199,600	90%	218,000	210,629	97%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	85,000	34,948	41%	85,000	11,294	13%
STATE SHARED REVENUES	8,677,000	6,584,153	76%	8,674,000	6,316,895	73%
SHRD REV FROM OTHR LCL	335,000	139,887	42%	310,000	106,822	34%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	121,300	137,657	113%	121,300	134,833	111%
CHRGs-GENERAL GOVT	507,800	392,004	77%	459,500	379,850	83%
PUBLIC SAFETY	6,086,500	5,570,119	92%	5,133,816	5,643,888	110%
PHYSICAL ENVIRONMENT	20,000	18,839	94%	20,000	2,950	15%
CULTURE/RECREATION	428,700	329,321	77%	415,500	351,081	84%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	14,721	49%	30,000	17,088	57%
VIOLATIONS LOCAL ORD.	643,000	162,823	25%	720,000	402,280	56%
INTEREST EARNINGS	65,000	34,719	53%	50,000	67,951	136%
RENTS AND ROYALTIES	368,800	361,390	98%	368,800	341,371	93%
SPECIAL ASSESSMENTS	6,589,000	6,613,991	100%	5,541,500	5,510,921	99%
SALE OF SURPLUS MATERIAL	1,500	1,968	131%	2,000	1,599	80%
OTHER MISC. REVENUE	4,715,145	1,742,932	37%	2,725,000	288,302	11%
INTERNAL FUND TRANSFERS						
TRANSFERS	15,067,850	11,300,888	75%	14,842,000	11,131,500	75%
FUND BALANCE APPROPRIATED	5,884,506	4,413,380	75%	3,272,149	2,454,112	75%
Total Revenues	\$ 93,253,628	\$ 78,176,629	84%	\$ 83,766,737	71,177,193	85%



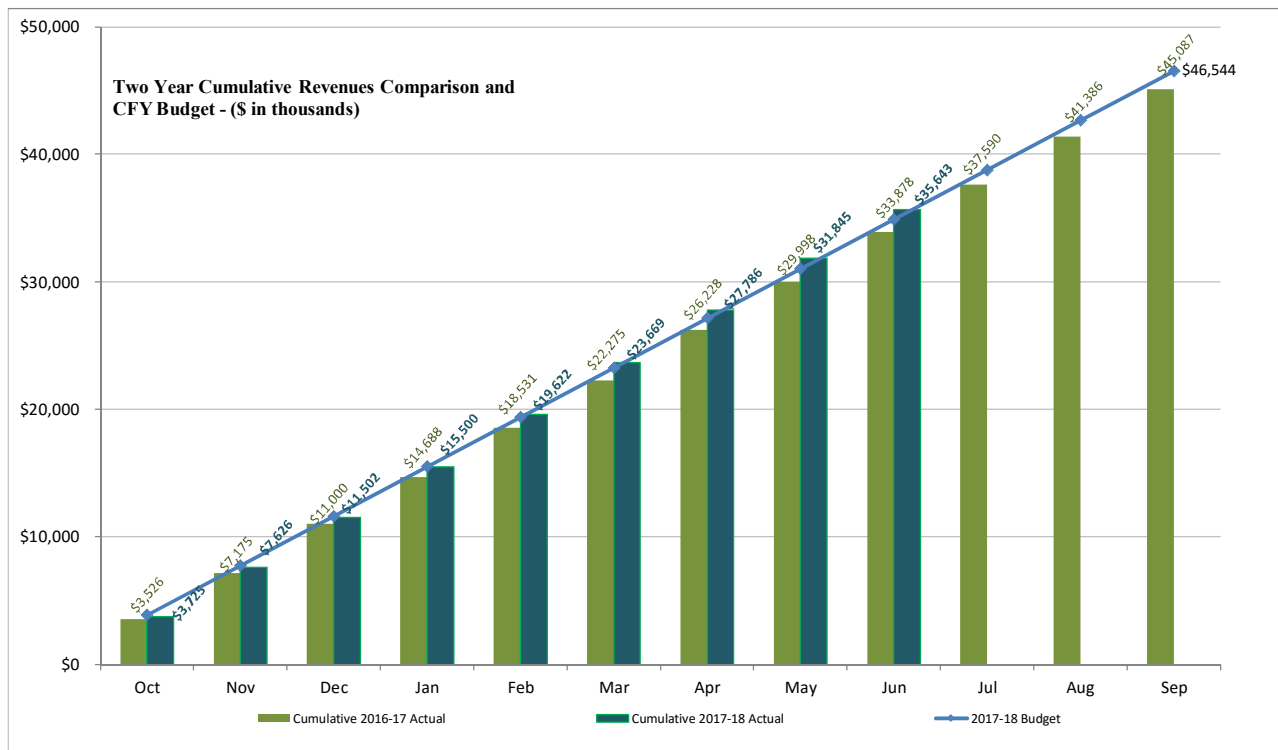
CITY OF BOYNTON BEACH, FLORIDA
GENERAL FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended June 30, 2018 (75% of Fiscal Year)

ACCOUNTS	EXPENDITURES					
	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE		FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	\$ 267,301	\$ 202,206	76%	\$ 259,706	\$ 207,586	80%
CITY MANAGER	746,362	561,659	75%	730,719	588,171	80%
CITY HALL/GEN. ADMIN.	13,646,569	4,394,388	32%	7,367,149	1,734,766	24%
MARKETING/COMMUNICATIONS	333,846	234,232	70%	258,615	201,600	78%
TOWN SQUARE	0	541,612	0%	0	0	0%
CITY CLERK	569,241	427,764	75%	531,665	397,313	75%
CITY ATTORNEY	574,916	513,317	89%	522,411	359,338	69%
FINANCIAL SERVICES	1,302,041	895,278	69%	1,034,767	823,817	80%
ITS	2,454,516	1,580,466	64%	1,895,058	1,574,223	83%
HUMAN RESOURCES	824,823	562,797	68%	724,830	550,606	76%
PUBLIC SAFETY						
UNIFORM SERVICES	16,981,940	13,487,155	79%	16,758,211	13,250,944	79%
ADMINISTRATIVE SERVICES	3,862,184	2,442,989	63%	3,534,348	2,766,082	78%
SUPPORT SERVICES	9,608,962	7,778,650	81%	9,693,624	7,658,873	79%
FIRE	23,514,949	19,082,134	81%	23,089,868	18,086,739	78%
COMMUNITY STANDARDS	2,201,205	1,595,361	72%	1,871,683	1,362,212	0%
EMERGENCY MANAGEMENT	22,320	8,699	39%	14,670	4,685	32%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,136,941	871,261	77%	1,093,300	877,824	80%
BUILDING	1,307,987	1,034,640	79%	1,389,088	987,916	71%
ENGINEERING	622,155	438,768	71%	686,132	534,010	78%
PLANNING & ZONING	756,125	546,729	72%	776,734	612,560	79%
ECONOMIC DEVELOPMENT	412,318	245,982	60%	211,749	142,383	67%
PUBLIC WORKS						
PUBLIC WORKS	154,775	210,411	136%	223,397	187,343	84%
FACILITIES MANAGEMENT	2,005,233	1,251,874	62%	1,624,535	1,180,643	73%
STREETS MAINTENANCE	1,236,275	747,919	60%	1,199,602	752,694	63%
LEISURE SERVICES						
LIBRARY	2,315,127	1,758,295	76%	2,280,461	1,795,481	79%
SCHOOLHOUSE MUSEUM SERV	254,971	174,392	68%	269,372	188,131	70%
RECREATION	3,133,874	2,215,275	71%	2,905,081	2,259,598	78%
PARKS & GROUNDS	3,006,672	1,912,062	64%	2,819,962	2,094,833	74%
CRA REIMBURSABLE & RESERVES	-	18,059	0%	-	21,049	0%
Total Expenditures	\$ 93,253,628	\$ 65,734,374	70%	\$ 83,766,737	\$ 61,201,420	73%



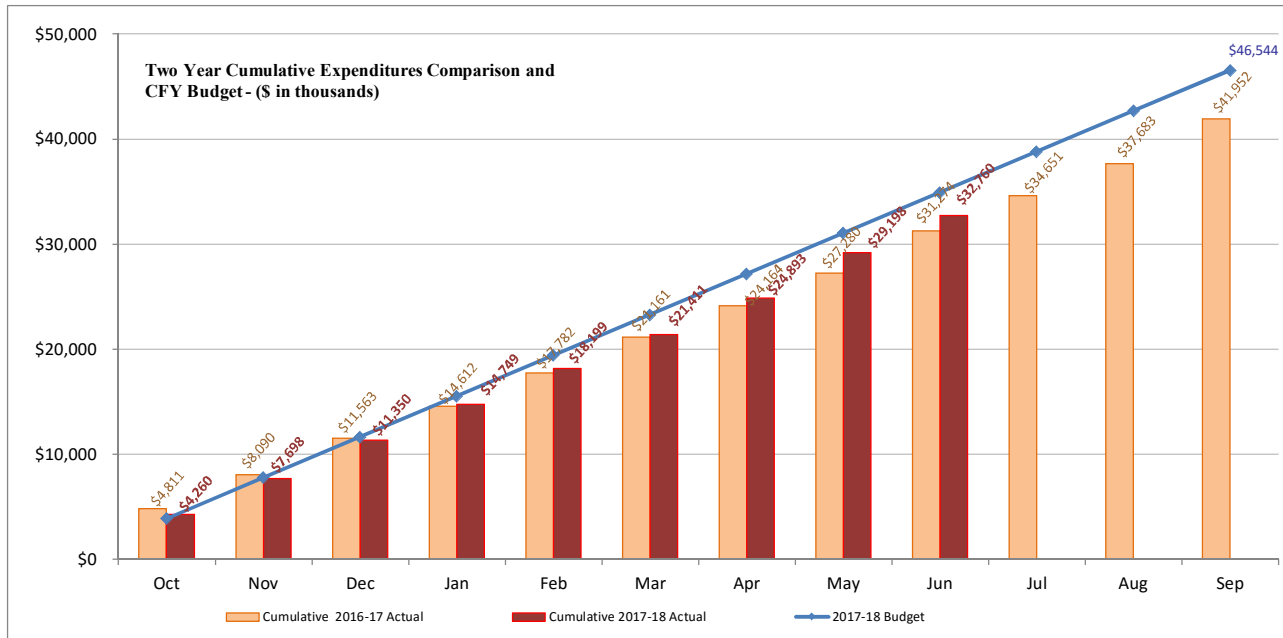
CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended June 30, 2018 (75% of Fiscal Year)

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	\$ 16,550,883	76%	\$ 20,250,000	\$ 16,734,123	83%
WATER CONNECTION FEE	150,000	38,005	25%	25,000	66,717	267%
WATER SERVICE CHARGE	850,000	704,940	83%	750,000	761,975	102%
WTR-BACKFLOW PREVNTR TEST	10,000	20,196	202%	10,000	12,900	129%
RECLAIMED WATER SALES	64,000	246,607	385%	60,000	52,578	88%
SEWER SERVICE	18,870,000	14,372,518	76%	18,500,000	14,255,044	77%
STORMWATER UTILITY FEE	3,800,000	2,901,929	76%	3,800,000	2,869,013	76%
TELEWISE SEWER LINES	5,000	8,574	171%	3,500	634	18%
FEES	20,000	12,031	60%	15,000	6,338	42%
INTEREST INCOME	35,000	(10,066)	-29%	35,000	18,662	53%
SALE OF SURPLUS EQUIP.	2,000	-	0%	-	1,655	0%
OCEAN RGE UT TAX ADM CHG	800	681	85%	800	579	72%
MISCELLANEOUS INCOME	-	466	0%	-	563	0%
FUND BALANCE DECREASE (INCREASE)	1,061,993	796,495	75%	(1,204,004)	(903,003)	75%
TOTAL REVENUES	\$ 46,543,793	\$ 35,643,259	77%	\$ 42,245,296	\$ 33,877,778	80%



CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended June 30, 2018 (75% 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	\$ 1,362,160	70%	\$ 1,814,027	\$ 1,474,757	81%
PUBLIC WATER TREATMENT	6,009,493	3,838,240	64%	5,961,748	4,259,001	71%
METER READING & SERVICES	1,258,478	915,287	73%	1,111,186	916,064	82%
WASTEWATER COLLECTION	1,646,357	1,106,348	67%	1,624,933	1,129,410	70%
WASTEWATER PUMPING STATIONS	2,810,391	1,848,397	66%	2,337,495	1,797,964	77%
SEWAGE TREATMENT	4,550,000	2,786,804	61%	3,928,070	2,555,370	65%
WATER QUALITY	630,247	462,703	73%	634,776	414,623	65%
UTILITY ADMINISTRATION	17,296,917	12,609,950	73%	14,552,941	10,937,409	75%
UTILITIES ENGINEERING	1,478,276	1,116,060	75%	1,481,747	1,179,761	80%
STORMWATER MAINTENANCE	1,148,994	789,743	69%	1,008,364	739,399	73%
CUSTOMER RELATIONS	1,133,407	877,987	77%	1,369,521	1,055,333	77%
DEBT SERVICE	6,635,075	5,046,143	76%	6,420,488	4,814,985	75%
Total Expenditures	\$ 46,543,793	\$ 32,759,822	70%	\$ 42,245,296	\$ 31,274,076	74%





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over \$10,000 for the month of July 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 July 2018:

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount</u>
181151	Lowe's Home Improvement Whse	\$ 14,871.02
181152	Lowe's Home Improvement Whse	\$ 12,660.00
181154	Step CG, LLC	\$ 13,709.98
181163	Flooring SF, LLC	\$ 21,648.00
181173	TJ Bowles Electric Co., Inc.	\$ 36,810.00
181184	Anzco, Inc.	\$ 24,475.00
181203	Dell Marketing LP	\$ 14,992.00
181204	Johnson Controls Security Solutions	\$ 15,744.80
181211	Konica Minolta Business Solutions	\$ 18,490.50

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	Purch over \$10K Backup July 2018



CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER \$10,000
FOR JULY 2018

1. Vendor: Lowe's Home Improvement Warehouse		Purchase Amount:	\$14,871.02
Requesting Department:	Warehouse	Contact Person:	Mike Dauta
		Date:	7/12/18
Brief Description of Purchase: Building materials for build out at 2045 High Ridge Rd for temp Police station.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2111-521-49-17 TS2045
2. Vendor: Lowe's Home Improvement Warehouse		Purchase Amount:	\$12,660.00
Requesting Department:	Warehouse	Contact Person:	Mike Dauta
		Date:	7/12/18
Brief Description of Purchase: Building materials for build out at 2045 High Ridge Rd for temp Police station.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2511-519-52-24 TS2045
3. Vendor: Step CG, LLC		Purchase Amount:	\$13,709.98
Requesting Department:	ITS	Contact Person:	John McNally
		Date:	7/12/18
Brief Description of Purchase: Installation of Wireless Access Points at the Temporary City Hall.			
Source for Purchase:	Piggyback State Contract #43220000-WSCA-14-ACS	Fund Source:	001-1510-513-49-17
4. Vendor: Flooring SF LLC		Purchase Amount:	\$21,648.00
Requesting Department:	Public Works	Contact Person:	Gail Mootz
		Date:	7/13/18
Brief Description of Purchase: Install carpet for the temporary Library & PD sites.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2511-519-52-24 - \$17,262.00 TS0115 001-2111-521-49-17 - \$4,386.00 TS2045
5. Vendor: TJ Bowles Electric Co, Inc.		Purchase Amount:	\$36,810.00
Requesting Department:	Public Works	Contact Person:	Gail Mootz
		Date:	7/17/18
Brief Description of Purchase: Install electrical for temporary PD site, receptacles & lighting not to exceed \$36,810.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-1214-512-49-17 TS2045

6. Vendor: Anzco, Inc.		Purchase Amount:	\$24,475.00
Requesting Department:	Public Works	Contact Person:	Kevin Ramsey
		Date:	7/19/18
Brief Description of Purchase:			
Original PO issued in the amount of \$17,600 for laborers to install drywall & framing at the PD temporary site located at 2045 High Ridge Rd.			
Change order was issued in the amount of \$6,875 on 7/31/18 for additional labor needed to complete the project.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2511-519-52-24 TS2045
7. Vendor: Dell Marketing LP		Purchase Amount:	\$14,992.00
Requesting Department:	ITS	Contact Person:	John McNally
		Date:	7/26/18
Brief Description of Purchase:			
Replace & upgrade Emergency Operation Center (EOC) computer equipment.			
Source for Purchase:	Piggyback State Contract #4321150-WSCA-15-ACS	Fund Source:	001-1510-513-52-20
8. Vendor: Johnson Controls Security Solutions		Purchase Amount:	\$15,744.80
Requesting Department:	Public Works	Contact Person:	Gary Dunmyer
		Date:	7/26/18
Brief Description of Purchase:			
Install automated gate at Rolling Green Complex via the Interlocal Agreement between the City & Solid Waste Authority of Palm Beach County & Commission on 4/3/18.			
Source for Purchase:	Piggyback NJPA Contract #031517-TIS	Fund Source:	105-3030-519-64-02
9. Vendor: Konica Minolta Business Solutions		Purchase Amount:	\$18,490.50
Requesting Department:	ITS	Contact Person:	John McNally
		Date:	7/30/18
Brief Description of Purchase:			
Konica Minolta Papercut Printing Solution hardware & software. This is needed due to the temporary City Hall location and all departments sharing six printer/copiers.			
Source for Purchase:	Piggyback State Contract #600-000-11-1	Fund Source:	001-1510-513-46-91 - \$7,760.50 TS3301 001-1510-513-49-17 - \$5,543.00 TS3301 001-1510-513-52-20 - \$5,187.00 TS3301

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. #: 181151
DATE: 07/12/18


VENDOR 6890

TO: LOWE'S HOME IMPROVEMENT WHSE
1500 CORPORATE DRIVE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
SEE ATTACHED DELIVERY
INSTRUCTIONS
BOYNTON BEACH, FL 33425

REQUISITION NO. 71746	ORDERING DEPARTMENT: JEN	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	3.00 EA	6' X 6'-8" PREHUNG DOUBLE DOOR VENDOR ITEM NO.- 134FSXBIRCH3680	281.1900	843.57
2	22.00 EA	36" X 6'-8" LH PREHUNG DOOR SINGLE VENDOR ITEM NO.- 134FSXBIRCH3680	150.3100	3306.82
3	11.00 EA	36" X 6'-8" RH PREHUNG DOOR SINGLE VENDOR ITEM NO.- 134FSXBIRCH3680	145.0800	1595.88
4	940.00 EA	1/2" X 4'X8' DRYWALL VENDOR ITEM NO.- GB0009	6.3400	5959.60
5	6.00 CSE	21 DEGREE 3" GUN NAILS VENDOR ITEM NO.- 10302.0	88.9800	533.88
6	2.00 EA	25LB BOX OF 1 1/4" DRYWALL SCREWS VENDOR ITEM NO.- S25BCDW114	48.3400	96.68
7	2.00 EA	5LB 3" DRYWALL SCREWS VENDOR ITEM NO.- SDWCSP3-5	12.2900	24.58
8	3.00 EA	18 GA 2" FINISH NAILS VENDOR ITEM NO.- 14108S	13.7900	41.37
9	24.00 BAG	BAG OF R19 23" X 93" VENDOR ITEM NO.- K1251	47.0900	1130.16
10	20.00 BBL	5 GALLON PAIL OF DRYWALL COMPOUND VENDOR ITEM NO.- JT0070	11.2600	225.20
11	4.00 EA	7 1/4" 24 TOOTH CARBIDE SAW BLADE VENDOR ITEM NO.- DW3599LT	9.3700	37.48
12	60.00 BOX	.27 CAL STRIP LEADS VENDOR ITEM NO.- DDF1351500	7.4400	446.40

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 001-2111-521.49-17	PROJECT TS2045	

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. #: 181151
DATE: 07/12/18

VENDOR 6890

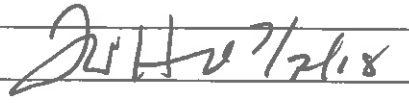
TO: LOWE'S HOME IMPROVEMENT WHSE
1500 CORPORATE DRIVE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
SEE ATTACHED DELIVERY
INSTRUCTIONS
BOYNTON BEACH, FL 33425

REQUISITION NO. 71746	ORDERING DEPARTMENT: JEN	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
13	60.00 BOX	3" RAMSET PINS DELIVER TO: 2045 HIGHRIDGE ROAD BOYNTON BEACH FL 33425 BAY 19 VENDOR ITEM NO.- DDF3121650	10.4900	629.40

REMARKS:
BUILDING MATERIALS FOR BUILD OUT AT
2045 HIGH RIDGE RD.
DO NOT MAIL PO - WAREHOUSE WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL: 14871.02
ACCOUNT NO. 001-2111-521.49-17	PROJECT TS2045	

PURCHASE REQUISITION NBR: 0000071746

REQUISITION BY: JEN
SHIP TO LOCATION: SEE ATTACHED INSTRUCTIONS
STATUS: DEPT APPROVAL
REASON: BUILDING MATERIALS FOR BUILD OUT AT 2045 HIGHRIDGE
SUGGESTED VENDOR: 6890 LOWE'S HOME IMPROVEMENT WHSE
DATE: 7/09/18
DELIVER BY DATE: 7/12/18

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	--------------	-----------	-------------	--------------------

13 3" RAMSET PINS BOX

DELIVER TO:
2045 HIGHRIDGE ROAD BOYNTON BEACH FL 33425 BAY 19
COMMODITY: SALE SURPLUS/OBSOLETE
SUBCOMMOD: BUILDERS SUPPLIES

REQUISITION TOTAL: 14871.02

REQUISITION QUOTES

SELECTED VENDOR: 14871.0200
37123.4900
VENDOR NAME
6890 LOWE'S HOME IMPROVEMENT WHSE
1449 HOME DEPOT CREDIT SERVICES

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00121115214917	TS 2045	100.00	843.57
2	00121115214917	OTHER CURRENT CHGS	100.00	3306.82
3	00121115214917	OTHER CONTRACTUAL SRVS	100.00	1595.88
4	00121115214917	OTHER CURRENT CHGS	100.00	5959.60
5	00121115214917	OTHER CONTRACTUAL SRVS	100.00	533.88
6	00121115214917	OTHER CURRENT CHGS	100.00	96.68
7	00121115214917	OTHER CONTRACTUAL SRVS	100.00	24.58
8	00121115214917	OTHER CURRENT CHGS	100.00	41.37
9	00121115214917	OTHER CONTRACTUAL SRVS	100.00	1130.16
10	00121115214917	OTHER CURRENT CHGS	100.00	225.20
11	00121115214917	OTHER CONTRACTUAL SRVS	100.00	37.48
12	00121115214917	OTHER CURRENT CHGS	100.00	446.40
13	00121115214917	OTHER CONTRACTUAL SRVS	100.00	629.40

14871.02

APPROVALS

REQUISITION IS IN THE CURRENT FISCAL YEAR

City Manager [Signature] Date 7/10/18
Finance Dept [Signature] Date 7/10/18
Risk Manager [Signature] Date 7/10/18
City Attorney [Signature] Date 7/10/18

REQUISITION COMMENTS:

*See comments next page.
Could not get 3rd Quote

PURCHASE REQUISITION NBR: 0000071746
STATUS: DEPT APPROVAL
REASON: BUILDING MATERIALS FOR BUILD OUT AT 2045 HIGHRIDGE
DATE: 7/09/18
SHIP TO LOCATION: SEE ATTACHED INSTRUCTIONS
SUGGESTED VENDOR: 6890 LOWE'S HOME IMPROVEMENT WHSE
DELIVER BY DATE: 7/12/18

REQUISITION COMMENTS:

SPECIAL ORDER DO NOT ORDER WE WILL CALL IN.
QUOTES ATTACHED
ACE HARDWARE CAN NOT GET DRYWALL
ORCHARD SUPPLY HARDWARE CAN NOT GET DRYWALL.

PURCHASE REQUISITION NBR: 0000071746

REQUISITION BY: JEN

STATUS: DEPT APPROVAL

DATE: 7/09/18

REASON: BUILDING MATERIALS FOR BUILD OUT AT 2045 HIGHBRIDGE

SHIP TO LOCATION: SEE ATTACHED INSTRUCTIONS

SUGGESTED VENDOR: 6890 LOWE'S HOME IMPROVEMENT WHSE

DELIVER BY DATE: 7/12/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	6' X 6'-8" PREHUNG DOUBLE DOOR COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	3.00	EA	281.1900	843.57	134FSXBIRCH3680
2	36" X 6'-8" LH PREHUNG DOOR SINGLE COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	22.00	EA	150.3100	3306.82	134FSXBIRCH3680
3	36" X 6'-8" RH PREHUNG DOOR SINGLE COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	11.00	EA	145.0800	1595.88	134FSXBIRCH3680
4	1/2" X 4'X8' DRYWALL COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	940.00	EA	6.3400	5959.60	GB0009
5	21 DEGREE 3" GUN NAILS COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	6.00	CSE	88.9800	533.88	10302.0
6	25LB BOX OF 1 1/4" DRYWALL SCREWS COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	2.00	EA	48.3400	96.68	S25BCDW114
7	5LB 3" DRYWALL SCREWS COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	2.00	EA	12.2900	24.58	SDWCSP3-5
8	18 GA 2" FINISH NAILS COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	3.00	EA	13.7900	41.37	14108S
9	BAG OF R19 23" X 93" COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	24.00	BAG	47.0900	1130.16	K1251
10	5 GALLON PAIL OF DRYWALL COMPOUND COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	20.00	BBL	11.2600	225.20	JT0070
11	7 1/4" 24 TOOTH CARBIDE SAW BLADE COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	4.00	EA	9.3700	37.48	DW3599LT
12	.27 CAL STRIP LEADS COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: BUILDERS SUPPLIES	60.00	BOX	7.4400	446.40	DDF1351500
13	3" RAMSET PINS	60.00	BOX	10.4900	629.40	DDF3121650



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

Date: 7/10/2018

Requesting Department: Materials & Distribution Contact Person: Jen Paciello

Explanation for Purchase:

Building materials for build-out at 2045 High Ridge Road for Temp Police Station:

Recommended Vendor Lowe's Home Improvement

Dollar Amount of Purchase \$ 14871

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:

001-2111-521-4917

Approvals:

Department Head

[Signature]

Date

7/10/18

Purchasing Agent

[Signature]

Date

7/10/18

Asst City Manager

Date

City Manager

[Signature]

Date

7/11/18

Form Revised 02/01/02

Description	Quan
1/2" x 4' x 8' Drywall L4	940 ✓
36" x 6'-8" LH Prehung Door (Single) L3	11 ✓
36" x 6'-8" RH Prehung Door (Single) L2	22 ✓
6'-0" x 6'-8" Prehung Door (Double) L1	3 ✓
Case of 21 degree - 3" Gun Nails L5	6 ✓
50lb Box 1-1/4" Drywall Screws L6	1 ✓
10lb Box 3" Drywall Screws L7	1 ✓
Box 18ga 2" Finish Nails L8	3 ✓
Bag of R19 23" x 93" L9	24 ✓
Drywall Compound 5 Gallon L10	20 ✓
7-1/4" 24 Tooth Carbide Saw Blade L11	4 ✓
Box (1000 count) 3" Ramset Pins L12	6
Box (1000 count) .27 strip leads L13	6

OMZR130A

LOWE'S HOME CENTERS, LLC
BOF 1111

PAGE: 1

PROJECT ESTIMATE

HIGHRIDGE

CONTACT: BOYNTON BEACH PUBLIC WORK
CUST #: 20360539SALESPERSON: CLARKE, GLEN
SALES #: 1767851

PROJECT NUMBER: 549944619

DATE ESTIMATED: 07/09/18

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
3	745772	FLUSH BIRCH 134FSCBIRCH3680 -	134FSCBIRCH3680	843.57*
22	745772	FLUSH BIRCH 134FSCBIRCH3680 -	134FSCBIRCH3680	3306.82*
11	745772	FLUSH BIRCH 134FSCBIRCH3680 -	134FSCBIRCH3680	1595.88*
940	34137	1/2-IN 4-FT X 8-FT HS LITE GYP	GB0009	5959.60*
6	688894	H 4M 3-INX.120-IN RSHGDRH FR N	10302.0	533.88*
2	112276	25-LB 1-1/4-IN CRS DRYWLL SCRW	S25BCDW114	96.68*
2	112934	5-LB 3-IN COARSE DRYWALL SCREW	SDWCSP3-5	24.58*
3	318263	HIT 5000-CT 18G 2-IN BRAD NAIL	14108S	41.37*
24	10584	JM R19F 133.68-SQ FT 23-INX93-	K1251	1130.16*
20	11768	GB PROFORM ALL PURP 61.7-LB PA	JT0070	225.20*
4	355464	DW 7-1/4-IN 24T PRECISION SAW	DW3599LT	37.48*
60	472151	.27 CAL RED STRIP	DDF1351500	446.40
60	594150	MGV 3-IN W/ WASHER P50115	DDF3121650	629.40
TOTAL FOR ITEMS				14871.02
FREIGHT CHARGES				0.00
TOTAL ESTIMATE				14871.02

This Quote is valid until 08/08/18.

THIS IS AN ESTIMATE ONLY. THIS ESTIMATE DOES NOT INCLUDE TAX, DELIVERY CHARGES OR ANY OTHER SPECIAL FEES THAT MAY BE APPLICABLE. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. ALL OF THE ABOVE QUANTITIES, DIMENSIONS, SPECIFICATIONS AND ACCESSORIES HAVE BEEN VERIFIED AND ACCEPTED. I UNDERSTAND THAT THIS ORDER WILL BE PLACED ACCORDING TO THESE SPECIFICATIONS AND IS NON-REFUNDABLE.

Paciello, Jen

From: Paciello, Jen
Sent: Monday, July 09, 2018 8:10 AM
To: 'glenford.clarke@store.lowes.com'
Subject: Emailing: Supply List
Attachments: Supply List.pdf

Good morning Glen,

Can you please send me a quote on the attached items, please add in how much shipping will be also.

If you need the address that it would be delivered to it is :

2045 High Ridge Road
Boynton Beach FL, 33425
Bay # 19

Your message is ready to be sent with the following file or link attachments:

Supply List

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Paciello, Jen

From: Paciello, Jen
Sent: Monday, July 09, 2018 8:12 AM
To: 'prodesk_0224@homedepot.com'
Subject: ATTN : Sandra
Attachments: Supply List.pdf

Good morning Sandra,
Can you please send me a quote on the attached items, please add in how much delivery will be also.

If you need the address that it would be delivered to it is :
2045 High Ridge Road
Boynton Beach FL, 33425
Bay # 19

Your message is ready to be sent with the following file or link attachments:

Supply List

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



The Home Depot Special Order Quote

Customer Agreement #: H0224-100693

Printed Date: 7/9/2018

Customer: JEN PACIELLO

Address: 222 N E 9TH AVENUE
BOYNTON BEACH, FL
33435

Phone 1: 561-742-6309

Phone 2: 561-742-6309

Email: CIPRIANOW@BBFL.US

Store: 0224

Associate: SANDRA

Address: 1500 SW 8TH ST
BOYNTON BEACH, FL
33426

Phone: 561-364-9600

Pre-Savings Total: \$28,940.94

Total Savings: (\$4,343.07)

Pre-Tax Price: \$24,597.87

Price Valid Through:
7/18/2018

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



Catalog Version 36



Call Width = 36"
Call Height = 80"
Frame Width = 40
Frame Height = 82

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	Entry Door 40 x 82 Material Type = Natural Birch Door Layout = Flush Handing/Swing = Left Hand Outswing	\$764.26	\$649.57	11	(\$1,261.59)	\$7,145.27
Unit 100 Total:		\$764.26	\$649.57		(\$1,261.59)	\$7,145.27

Begin Line 100 Description

--- Line 100-1 ---

Wood Doors Entry Door 40 x 82
Call Width = 36"
Call Height = 80"
Frame Width = 40
Frame Height = 82
Handing/Swing = Left Hand Outswing
Fire Rating = None
Material Type = Natural Birch
Door Thickness = 1 3/4"
Will Doors be Painted? = Yes
Door Style = Flush
Door Layout = Flush
Glass = No Glass
Door Core = Solid Core
Wall Construction = Dry Wall

Installation Application = Wrap Around
Frame Type = 3-Piece Knock Down Frame
Wall Thickness = 4-5/8"
Frame Material Thickness = Standard (16 Gauge)
Hinge Prep = 4 1/2"
Hinge Type = Ball Bearing
Number of Hinge Cutouts = 3
Hinge Finish = Satin Chrome (US26D)
Hinge Factory Installed = No
Door Closer = None
Electric Strike = None
Locking Device = Cylindrical Knob
Locking Device Factory Installed = No
Deadbolt = No
Deadbolt Prep = No

Lock Function = Entrance
Kickplate = No
Peep Viewer = None
Magazine Slot = None
Saddle / Threshold Depth = None
Door Bottom Gasketing = None
Weather Stripping = None
Door Stop = None
Hardware Finish = Satin Chrome (US26D)
SKU = 113776
Vendor Name = S/O L.I.F. INDUSTRIES, INC.
Vendor Number = 60014403
Customer Service = 1-516-390-6800
Catalog Version Date = 1/6/2017

End Line 100 Description



Catalog Version 36



Call Width = 36"
Call Height = 80"
Frame Width = 40
Frame Height = 82

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
200-1	Entry Door 40 x 82 Material Type = Natural Birch Door Layout = Flush Handling/Swing = Right Hand Outswing	\$764.26	\$649.57	22	(\$2,523.18)	\$14,290.54
Unit 200 Total:		\$764.26	\$649.57		(\$2,523.18)	\$14,290.54

Begin Line 200 Description

--- Line 200-1 ---

Wood Doors Entry Door 40 x 82
Call Width = 36"
Call Height = 80"
Frame Width = 40
Frame Height = 82
Handling/Swing = Right Hand Outswing
Fire Rating = None
Material Type = Natural Birch
Door Thickness = 1 3/4"
Will Doors be Painted? = Yes
Door Style = Flush
Door Layout = Flush
Glass = No Glass
Door Core = Solid Core
Wall Construction = Dry Wall

Installation Application = Wrap Around
Frame Type = 3-Piece Knock Down Frame
Wall Thickness = 4-5/8"
Frame Material Thickness = Standard (16 Gauge)
Hinge Prep = 4 1/2"
Hinge Type = Ball Bearing
Number of Hinge Cutouts = 3
Hinge Finish = Satin Chrome (US26D)
Hinge Factory Installed = No
Door Closer = None
Electric Strike = None
Locking Device = Cylindrical Knob
Locking Device Factory Installed = No
Deadbolt = No
Deadbolt Prep = No

Lock Function = Entrance
Kickplate = No
Peep Viewer = None
Magazine Slot = None
Saddle / Threshold Depth = None
Door Bottom Gasketing = None
Weather Stripping = None
Door Stop = None
Hardware Finish = Satin Chrome (US26D)
SKU = 113776
Vendor Name = S/O L.I.F. INDUSTRIES, INC.
Vendor Number = 60014403
Customer Service = 1-516-390-6800
Catalog Version Date = 1/6/2017

End Line 200 Description



Catalog Version 36



Call Width = 72"
Call Height = 80"
Frame Width = 76
Frame Height = 82

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
300-1	Double Entry Door 76 x 82 Material Type = Natural Birch Door Layout = Flush Handling/Swing = Right Hand Active Outswing	\$1,240.12	\$1,054.02	3	(\$558.30)	\$3,162.06
Unit 300 Total:		\$1,240.12	\$1,054.02		(\$558.30)	\$3,162.06

Begin Line 300 Description

--- Line 300-1 ---

Wood Doors Double Entry Door 76 x 82
Call Width = 72"
Call Height = 80"
Frame Width = 76
Frame Height = 82
Handling/Swing = Right Hand Active Outswing
Fire Rating = None
Material Type = Natural Birch
Door Thickness = 1 3/4"

Installation Application = Wrap Around
Frame Type = 3-Piece Knock Down Frame
Wall Thickness = 4-5/8"
Frame Material Thickness = Standard (16 Gauge)
Hinge Prep = 4 1/2"
Hinge Type = Ball Bearing
Number of Hinge Cutouts = 3
Hinge Finish = Satin Chrome (US26D)
Hinge Factory Installed = No

Kickplate = No
Peep Viewer = None
Magazine Slot = None
Saddle / Threshold Depth = None
Door Bottom Gasketing = None
Weather Stripping = None
Double Door Gasketing = None
Door Stop = None
Hardware Finish = Satin Chrome (US26D)

Will Doors be Painted? = Yes
Door Style = Flush
Door Layout = Flush
Glass = No Glass
Door Core = Solid Core
Wall Construction = Dry Wall

Door Closer = None
Locking Device = Push & Pull w/Plate Active Door
Only
Locking Device Factory Installed = No
Deadbolt = No
Deadbolt Prep = No
Flush Bolt = Mortised

SKU = 113776
Vendor Name = S/O L.I.F INDUSTRIES, INC.
Vendor Number = 60014403
Customer Service = 1-516-390-6800
Catalog Version Date = 1/6/2017

End Line 300 Description



QUOTE

Store 0224 BOYNTON BEACH
1500 SW 8TH ST
BOYNTON BEACH, FL 33426

Phone: (561) 364-9600
Salesperson: SRM02M
Reviewer: SRM02M

Phone 1
(561) 742-6309

SOLD TO

Name	PACIELLO JEN			Phone 2	(561) 436-1813
Address	222 N E 9TH AVENUE			Company Name	CITY OF BOYNTON BEACH
City	BOYNTON BEACH	Job Description	2045 high ridge road		
State	FL	Zip	33435	County	PALM BEACH

QUOTE

Page 1 of 2 No. H0224-100693

2018-07-09 11:24

Prices Valid Thru: 07/09/2018

HOME DEPOT DELIVERY #1

MERCHANDISE AND SERVICE SUMMARY

REF # V15

We reserve the right to limit the quantities of merchandise sold to customers

STOCK MERCHANDISE TO BE DELIVERED:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-757-482	2.00	EA	#8 x 3 in. Phillips B /	A	N	\$17.98	\$35.96*
R02	0000-625-354	60.00	EA	3 in. Drive Pins wit /	A	N	\$14.73	\$883.80*
R03	0000-625-290	60.00	EA	0.27 Caliber Yellow /	A	N	\$10.47	\$628.20*
R04	1001-404-757	24.00	EA	R-19 Kraft Faced Fib /	A	N	\$54.94	\$1,318.56*
R05	0000-258-725	20.00	EA	All-Purpose 4.5 Gal. /	A	N	\$12.57	\$251.40*
R06	0000-234-633	2.00	EA	#6 x 1-1/4 in. Phill /	A	N	\$39.79	\$79.58*
R07	0000-626-206	6.00	EA	3 in. x 0.131 Plast /	A	N	\$33.15	\$198.90*
R08	0000-893-749	940.00	EA	Ultralight 1/2 in. x /	A	N	\$9.51	\$8,939.40*
R09	0000-467-999	4.00	EA	7-1/4 in. x 24-Tooth /	A	N	\$14.97	\$59.88
R10	1000-038-730	3.00	EA	2 in. 18-Gauge Finis /	A	N	\$16.98	\$50.94*
S/O - MDSE TO BE DELIVERED: S/O L.I.F INDUSTRIES REF # S12 ESTIMATED ARRIVAL DATE: 08/06/2018								
S1212	0000-113-776	11.00	EA	NA / ENTRY DOOR 40 X 82 MATERIAL TYPE = NATUR / ENTRY DOOR 40 X 82 MATERIAL TYPE = NATURAL BIRCHDOOR LAYOUT = FLUSHGLASS = NO GLASS HANDLING/SWING = LEFT HAND OUTSWING(#1)	A	N	\$649.57	\$7,145.27

*** CONTINUED ON NEXT PAGE ***

NOT VALID

HOME DEPOT DELIVERY #1

(Continued)

REF #V15

S1213	0000-113-776	22.00	EA	NA / ENTRY DOOR 40 X 82 MATERIAL TYPE = NATURAL BIRCHDOOR LAYOUT = FLUSHGLASS = NO GLASSHANDLING/SWING = RIGHT HAND OUTSWING(#2)	A	N	\$649.57	\$14,290.54
S1214	0000-113-776	3.00	EA	NA / DOUBLE ENTRY DOOR 76 X 82 MATERIAL TYPE = NATURAL BIRCHDOOR LAYOUT = FLUSHGLASS = NO GLASSHANDLING/SWING = RIGHT HAND ACTIVE OUTSWING(#3)	A	N	\$1,054.02	\$3,162.06

MERCHANDISE TOTAL: \$37,044.49

DELIVERY INFORMATION:

SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise
TIME: Will be scheduled upon arrival of all S/O Merchandise

V15	0000-515-663	1.00	Outside Delivery		N	\$79.00	\$79.00
-----	--------------	------	------------------	--	---	---------	---------

DELIVERY SERVICE SUBTOTAL: \$79.00

WILL DELIVER MDSE TO: PACIELLO, JEN

ADDRESS: 222 ne 9th ave CITY: BOYNTON BEACH

STATE: FL ZIP: 33435 COUNTY: PALM BEACH SALES TAX RATE: 7.000

PHONE: (561) 742-6309 ALTERNATE PHONE: (561) 742-6309

MDSE & DELIVERY TOTALS: \$37,123.49

DRIVER SPECIAL INSTRUCTIONS: END OF HOME DEPOT DELIVERY - REF #V15

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY:

ORDER TOTAL	\$37,123.49
SALES TAX	\$0.00
TOTAL	\$37,123.49
BALANCE DUE	\$37,123.49

*The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.

END OF ORDER No. H0224-100693

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. #: 181152
DATE: 07/12/18

VENDOR 6890

TO: LOWE'S HOME IMPROVEMENT WHSE
1500 CORPORATE DRIVE
BOYNTON BEACH, FL 33426

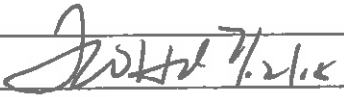
SHIP TO:
City of Boynton Beach
SEE ATTACHED DELIVERY
INSTRUCTIONS
BOYNTON BEACH, FL 33425

REQUISITION NO. 71758	ORDERING DEPARTMENT: JEN	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	1500.00	EA	2X4X40 FIRE RATED LUMBER	8.4400	12660.00

PLEASE SHIP TO:
2045 HIGH RIDGE ROAD BOYNTON BEACH
FL. 33425
BAY # 19
VENDOR ITEM NO. - 88919

REMARKS:
BUILDING MATERIALS FOR BUILD OUT AT
2045 HIGH RIDGE RD.
DO NOT MAIL PO - WAREHOUSE WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL: 12660.00
ACCOUNT NO. 001-2511-519.52-24	PROJECT TS2045	

PURCHASE REQUISITION NBR: 0000071758

REQUISITION BY: JEN
SHIP TO LOCATION: SEE ATTACHED INSTRUCTIONS
STATUS: DEPT APPROVAL
REASON: BUILDING MATERIALS FOR BUILD OUT 2045 HIGHRIDGE RD
DATE: 7/10/18
SUGGESTED VENDOR: 6890 LOWE'S HOME IMPROVEMENT WHSE
DELIVER BY DATE: 7/12/18

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	2X4X40 FIRE RATED LUMBER	1500.00	EA	8.4400	12660.00

88919

PLEASE SHIP TO:
2045 HIGH RIDGE ROAD BOYNTON BEACH FL. 33425
BAY # 19
COMMODITY: LUMBER& RELATED PRODUCTS
SUBCOMMOD: LUMBER, FIR

REQUISITION TOTAL: 12660.00

REQUISITION QUOTES

SELECTED VENDOR:	VENDOR NAME
12660.0000	6890 LOWE'S HOME IMPROVEMENT WHSE
13579.0000	1449 HOME DEPOT CREDIT SERVICES
13425.0000	WW LUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00125115195224	TS2045	100.00	12660.00
		PD at 2045 High Ridge Rd		12660.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

DO NOT ORDER WE WILL CALL IN.
Quotes sent to Leah
please rush

APPROVALS
City Manager [Signature] Date 7/11/18
Finance Dept [Signature] Date 7/12/18
Risk Manager Date
City Attorney Date



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

Date: 7/10/2018

Requesting Department: Materials & Distribution Contact Person: Jen Paciello

Explanation for Purchase:

Building materials for build out at 2045 High Ridge Road for Temp Police Station.

Recommended Vendor Lowe's Home Improvement

Dollar Amount of Purchase 12660

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:

001-2511-518-5224

TS2045

Approvals:

Department Head

[Signature]

Date

7/10/18

Purchasing Agent

[Signature]

Date

7/10/18

Asst City Manager

Date

City Manager

[Signature]

Date

7/10/18

Form Revised 02/01/02

VENDOR PRICE QUOTES

MATERIAL 2x4x10 Fire Rated Lumber

1. Home Depot 13,579⁰⁰ Free Delivery

Name: Sandra Phone 369-2207

2. Lowe's 12,600⁰⁰ Free Delivery

Name: Glen Phone 733-1397

3. WW Lumber 13,425 Free delivery

Name: Scott Phone 772-236-4451

4. _____

Name: _____ Phone _____

5. _____

Name: _____ Phone _____



QUOTE

Store 0224 BOYNTON BEACH
1500 SW 8TH ST
BOYNTON BEACH, FL 33426

Phone: (561) 364-9600
Salesperson: RSF527
Reviewer: RSF527

Name

BOYNTON BEACH

WAREHOUSE

Phone 1

(561) 742-6324

Address 222 NE 9TH AVE

Phone 2

(561) 742-6200

Company Name

City BOYNTON BEACH

Job Description 2045 highridge

State FL

Zip

33435

County

PALM BEACH

QUOTE

2018-07-09 11:18

Prices Valid Thru: 07/09/2018

HOME DÉPOT DELIVERY #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # V02

S/O - MDSE TO BE DELIVERED:		S/O US LUMBER GROUP, INC		REF # S01		ESTIMATED ARRIVAL DATE: 07/14/2018			
REF #	SKU	QTY	UM	DESCRIPTION		PI	TAX PRICE EACH	EXTENSION	
S0101	1000-025-276	1500.00	EA	SY20204FR(10) / 2x4-10' SYP #2/Btr Pyro-Guard Fire Treat / 2x4-10' SYP #2/Btr Pyro-Guard Fire Treated (Class A Interior) [HDQC:5650404.1.001] [QCL		A	\$9.00	\$13,500.00	
				MERCHANTISE TOTAL:				\$13,500.00	
DELIVERY INFORMATION:				SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise					
				TIME: Will be scheduled upon arrival of all S/O Merchandise					
V02	0000-515-663	1.00		Outside Delivery		N	\$79.00	\$79.00	
WILL DELIVER MDSE TO:				DELIVERY SERVICE SUBTOTAL:					
ADDRESS: 2045 highridge rd				BOYNTON BEACH, WAREHOUSE					\$79.00
				bay 19					
STATE: FL				ZIP: 33425		COUNTY: PALM BEACH		SALES TAX RATE: 7.000	
PHONE: (561) 742-6324				ALTERNATE PHONE: (561) 767-3972					
DRIVER SPECIAL INSTRUCTIONS:				MDSE & DELIVERY TOTALS:					\$13,579.00
				*** CONTINUED ON NEXT PAGE ***					

HOME DEPOT DELIVERY #1

(Continued)

REF #V02

END OF HOME DEPOT DELIVERY - REF #V02

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.

ORDER TOTAL	\$13,579.00
SALES TAX	\$0.00
TOTAL	\$13,579.00
BALANCE DUE	\$13,579.00

END OF ORDER No. H0224-100711

Paciello, Jen

From: Scott Britton <britton1lumber@gmail.com>
Sent: Monday, July 09, 2018 2:50 PM
To: Paciello, Jen
Subject: WW Lumber Firerated Quote

2x4x10 firerated Lumber---\$8.95 ea

1500 pcs
x8.95

\$13,425

Pre Tax

Free shipping

Scott Britton
W&W Lumber of Indiantown-GM
772-597-3506-Phone
772-597-5925-Fax



Quote Support Program

Quote #: 4626256
Volume Savings Expiration Date: 8/9/2018
Customer Name: Jen Capello
Selling System Quote Project Description: highridge
Customer Phone#: 5617426309
Pricing is per Lowe's Store at: Store #1111
BOYNTON BEACH, FL
Store Phone #: (561) 733-1387
Store Contact: Glen Clarke

Item #	Quantity	Item Description	QSP Unit Price	Extended QSP Price
88919	1500	T TREATED LUMBER	8.44	12,660.00

Total savings for this quote is \$659.31 (4.9%)

QSP Total: \$12,660.00

*All items requested for volume savings may not be listed if they did not qualify for QSP savings.

MANAGER SIGNATURE

DATE

*THIS ESTIMATE IS NOT VALID WITHOUT A MANAGER'S SIGNATURE.

*LOWE'S RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF MERCHANDISE SOLD TO CUSTOMERS

*ALL OF THE PRODUCT MUST BE ORDERED BY THE EXPIRATION DATE IN ORDER TO RECEIVE VOLUME SAVINGS

*THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS ARE SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.

*LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

*LOWE'S IS MAKING THE FOLLOWING QUOTE BASED ON ITS STANDARD COMMERCIAL TERMS, AND DOES NOT AGREE TO TERMS AND CONDITIONS, INCLUDING ANY GOVERNMENTAL REGULATIONS, NOT SPECIFICALLY INDICATED OR REFERENCED IN THE REQUEST FOR THIS QUOTATION. IF TERMS AND CONDITIONS ARE PRESENTED, PRODUCT SELECTION AND PRICING MAY CHANGE PENDING LEGAL REVIEW.

*TAXES AND DELIVERY WILL BE ADDED AT TIME OF PURCHASE AS APPLICABLE.

Visit Lowe'sForPros.com

Learn About All the Ways Lowe's Saves

Your Business Time & Money

- * Business Credit
- * Delivery
- * Volume Pricing
- * Order Ahead
- * Account Management in the Store

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. #: 181154
DATE: 07/12/18

VENDOR 16864

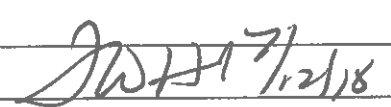
TO: STEP CG, LLC
407 VINE STREET, STE 210
CINCINNATI, OH 45202

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 71717	ORDERING DEPARTMENT: ITS		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	16.00	EA	EXTREME 31012 WS-AP3935I-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	717.0000	11472.00
2	16.00	EA	EXTREME 97004-31012 EW NBD AHR - 31012	44.0000	704.00
3	1.00	EA	EXTREME WS-APCAP-16 WLAN Controller Capacity Upgrade for C25 & V2110 (Increases Capacity of WLAN Controller by 16 Access Points) - VOUCHER	1377.0000	1377.00
4	1.00	EA	EXTREME 97003-S20255 EW Software Subscription - S20255	156.9800	156.98

REMARKS:
WIFI FOR TEMPORARY CITY HALL
PIGGYBACK STATE CONTRACT #43220000-WSCA-14-ACS
QUOTE #Q-3529
DO NOT MAIL PO - ITS WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL:	13709.98
ACCOUNT NO. 001-1510-513.49-17	PROJECT		

PURCHASE REQUISITION NBR: 0000071717

STATUS: PURCHASING APPROVAL
REASON: INSTALLATION OF WIFI AT TEMP CITY HALL

DATE: 7/03/18
DELIVER BY DATE: 8/03/18

SUGGESTED VENDOR: 16864 STEP CG, LLC

REQUISITION BY: ITS
SHIP TO LOCATION: ITS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1 EXTREME 31012
WS-AP3935I-FCC (US, Puerto Rico, Colombia) - Dual
Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave
2 Access Point with Eight Internal Antenna Array &
Active/Active E/N Data Ports (Requires V10.01 or
Higher)
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: NETWORKS, LOCAL AREA (LAN)

16.00 EA 717.0000 11472.00

2 EXTREME 97004-31012
EW NED AHR - 31012
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: NETWORKS, LOCAL AREA (LAN)

16.00 EA 44.0000 704.00

3 EXTREME WS-APCAP-16
WLAN Controller Capacity Upgrade for C25 & V2110
(Increases Capacity of WLAN Controller by 16
Access Points) - VOUCHER
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: NETWORKS, LOCAL AREA (LAN)

1.00 EA 1377.0000 1377.00

4 EXTREME 97003-S20255
EW Software Subscription - S20255
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMMOD: NETWORKS, LOCAL AREA (LAN)

1.00 EA 156.9800 156.98

REQUISITION TOTAL: 13709.98

ACCOUNT INFORMATION

LINE #	ACCOUNT	OTHER	CURRENT CHGS	PROJECT	%	AMOUNT
1	00115105134917	OTHER CONTRACTUAL SRVS	OTHER CONTRACTUAL SRVS		100.00	11472.00
2	00115105134917	OTHER CURRENT CHGS	OTHER CURRENT CHGS		100.00	704.00
3	00115105134917	OTHER CONTRACTUAL SRVS	OTHER CONTRACTUAL SRVS		100.00	1377.00
4	00115105134917	OTHER CURRENT CHGS	OTHER CURRENT CHGS		100.00	156.98
		OTHER CONTRACTUAL SRVS	OTHER CONTRACTUAL SRVS			13709.98

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

APPROVALS
City Manager [Signature] Date 7/1/18
Finance Dept. [Signature] Date 7/1/18
Risk Manager [Signature] Date 7/1/18
City Attorney [Signature] Date 7/1/18

Will not be on property
per Charles Stevens

PURCHASE REQUISITION NBR: 0000071717

REQUISITION BY: ITS
SHIP TO LOCATION: ITS
STATUS: PURCHASING APPROVAL
REASON: INSTALLATION OF WIFI AT TEMP CITY HALL
SUGGESTED VENDOR: 16864 STEP CG, LLC

DATE: 7/03/18
DELIVER BY DATE: 8/03/18

REQUISITION COMMENTS:

Installation of Wireless Access Points at the Temp
City Hall
Quote# Q-3529
State Contract# 43220000-WSCA-14-ACS Exp.
5/30/2019
Do NOT mail - ITS will send to vendor



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

Date: 7/5/2018

Requesting Department: ITS

Contact Person: Aaron Burri

Explanation for Purchase:

Installation of Wireless Access Points at the Temp City Hall

Recommended Vendor STEPcg

Dollar Amount of Purchase \$13,709.98

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: 43220000-WSCA-14-ACS

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

Fund Source for Purchase:

Account# 001-1510-513.49-17

Approvals:

Department Head

Date

7/5/2018

Purchasing Agent

Date

7/11/18

Asst City Manager

Date

City Manager

Date

7/12/18

Memorandum

TO: John McNally, I.T.S. Director
FROM: Charles Stevens, I.T.S. Network Manager
SUBJECT: Installation of Wireless Access Points at the Temp City Hall
DATE: July 2, 2018

Pursuant to the Basis of Design for the Town Square project, I requested that our Extreme Networks Sales Engineer, Ed Uhler, complete a predictive study for wireless networking at the temporary City Hall located at 3301 Quantum Blvd. The predictive study ensures that the wireless network installation will provide proper signal strength, signal to noise ratio, channel overlap, number of access points (APs), data rate, network health, and identify any network issues. The predictive study determined that to provide proper coverage we should install 18 APs as indicated in Exhibit A. Two AP's were removed from the original proposal since we do not need to provide wireless networking in the hallway between our adjacent tenant's offices. The removed APs are marked with a Red X. Exhibit B shows the predicted signal strength in the 5Ghz range when using 18 APs. I marked the area with a red X where we will lose signal strength.

I contacted our vendor, STEPcg, to provide a quote for the APs, licensing, and maintenance. The temporary City Hall wireless network system will be controlled by the enterprise Extreme Wireless system being installed in Fire Station #5. ITS Network Team staff will perform the installation of the APs. The purchase from STEPcg can be made via State of Florida contract 43220000-WSCA-14-ACS in the amount of \$13,709.98. See attached quote. Funds will be taken from the ITS Department's operating budget account # 001-1510-513.64-15.

When the New City Hall opens, we will have the option to relocate these wireless network APs to the New City Hall building, or move the APs to other city buildings that need access to a wireless network. This can easily be done by ITS Network Team staff.

Alternative:

If the purchase and installation of the Extreme Wireless APs are not approved, we can move the three (3) existing Avaya AP's that are located in our current City Hall to the temporary City Hall building. However, this will only provide wireless access to a limited number of locations. Our choices will be our six (6) conference rooms, the citizen/customer waiting area(s), or a combination of those two choices. We cannot add additional APs to our current wireless network system, as it is licensed to capacity.



STEPcg LLC
407 Vine Street, Suite 210
Cincinnati, OH 45202

Quote
Quote Date: 06/25/2018
Valid Till: 07/27/2018
Quote Number : Q-3529

BILL TO:

City of Boynton Beach

SHIP TO:

City of Boynton Beach

Contact Name: Charles Stevens

Quote Stage: Delivered

S.No.	Product Details	Qty	List Price	Discount	Total
1.	Extreme 31012 WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	18	\$ 1,195.00	\$ 7,648.00	\$ 11,472.00
2.	Extreme 97004-31012 EW NBD AHR - 31012	16	\$ 50.00	\$ 96.00	\$ 704.00
3.	Extreme WS-APCAP-16 WLAN Controller Capacity Upgrade for C25 & V2110 (Increases Capacity of WLAN Controller by 16 Access Points) - VOUCHER	1	\$ 2,295.00	\$ 918.00	\$ 1,377.00
4.	Extreme 97003-S20255 EW Software Subscription - S20255	1	\$ 167.00	\$ 10.02	\$ 156.98
				Sub Total	\$ 13,709.98
				Tax	\$ 0.00
				Grand Total	\$ 13,709.98

Terms and Conditions

Shipping and state/local sales tax may apply.
State Contract Information Florida
- 43220000-wsca-14-acs

Unit Price

\$717.0

\$44.0

\$1,377.0

\$156.9

[Skip to Main Content](#)

Department of Management Services

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

<< [Return](#)

Data Communications Products & Services43220000-WSCA-14-ACS

Effective Period 09/08/2014 through 05/30/2019

Contract Type Alternate Contract Source

Contract Information

- [Pricing](#)
- [Product Categories List](#)
- [Contractors](#)
- [Contractors by Category](#)
- [How to Use this Contract](#)
- [Frequently Asked Questions](#)

Contract Documents

[Participating Addenda](#)
[Master Agreements](#)
[Amendments and Memorandums](#)
[Forms and Other Information](#)

Contract Administration

- [Jeremy Williams](#)
- (850) 414-6740
- Jeremy.Williams@dms.myflorida.com

Commodity Codes

UNSPSC-43220000, UNSPSC-43190000, UNSPSC-43201800, UNSPSC-43210000, UNSPSC-43221500, UNSPSC-43211512, UNSPSC-43211600, UNSPSC-43211604, UNSPSC-43211700, UNSPSC-43212200, UNSPSC-43220000, UNSPSC-43221700, UNSPSC-43222600, UNSPSC-43222800, UNSPSC-43230000, UNSPSC-43232300, UNSPSC-43232400, UNSPSC-43232700, UNSPSC-43232800, UNSPSC-43232900, UNSPSC-43233000, UNSPSC-43233200, UNSPSC-43233500

Description

- This alternate contract source includes the purchase or leasing (as permitted by state and local requirements) of Data Communications equipment, peripherals and related services not currently available on state term contracts.


Benefits

- This contract is available only for products not on state term contracts
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Adtran, Aruba, Brocade, Cisco, Dell, EMC, Extreme, Fujitsu, Juniper, and ShoreTel.

Complete price list can be found at

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

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)
97004-31012	\$50.00	12%	\$44.00	EW NBD AHR 31012
WS-APCAP-16	\$2,295.00	38%	\$1,422.90	16 AP CAPACITY UPGRADE (C25, V2110)
97003-S20255	\$167.00	6%	\$156.98	EW Software Subscription

	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 deployment 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. STEP CG 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 STEP CG'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 STEP CG.
- 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: STEP CG 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 STEP CG a minimum of 50% of the cost of any hardware or software prior to STEP CG's placement of a purchase order for same. The balance shall be due and payable to STEP CG 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: _____

- 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.

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)

The screenshot shows the DMS website interface. On the left is a sidebar with a search bar and a menu containing: Data Communications Products and Services, Pricing (highlighted), Product Categories List, and Contractors. The main content area shows the breadcrumb trail: Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Data Communications Products and Services > Contractors. Below this is the title "Data Communications Products and Services 43220000-WSCA-14-ACS" and a section for "Contractors". A table with the following headers is displayed: Name, CBE Code, Florida Climate Friendly Preferred Products, Recycled Products, Utilizes Authorized Resellers, and 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 Starting at 850-410-0004, John.Starting@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](#)

	City	Utilities
1 Identity and Access 1,000 end-system license	\$4,797.00	\$3,426.43
2 NetSight Advanced License up to 5 Devices	\$4,797.00	\$3,426.43
3 Identity and Access 1YR Software Support	\$882.00	\$630.00
4 NetSight 1YR Software Support	\$933.00	\$666.43
5 Virtual Wireless Controller Appliance	\$3,234.00	\$2,310.00
6 Virtual Wireless Controller Appliance Regulatory License	\$1.24	\$0.89
7 WLAN controller capacity upgrade 4 APs	\$477.60	\$477.60
8 WLAN controller capacity upgrade 16 APs	\$1,377.00	\$1,377.00
9 Wireless, 20 APs	\$14,818.00	\$14,818.00
10 Hardware Software Maintenance Virtual Wireless Controller	\$456.00	\$325.71
11 AP Software Support 4 APs - 1YR	\$48.00	\$48.00
12 AP Hardware Support 20 APs NBD - 1YR	\$660.00	\$660.00
13 AP Software Support 16 APs - 1YR	\$105.00	\$105.00
14 Indoor Wireless APs, 6 APs	\$1,782.00	\$1,782.00
15 Outdoor Wireless APs, 2 APs	\$1,554.00	\$1,554.00
16 Articulating Mounting Bracket - Qty 2	\$238.80	\$238.80
17 Indoor 2.4GHz Dipoly Antenna (4-Pack)	\$33.00	\$33.00
18 Outdoor Wireless Bridge, 2 APs	\$2,998.80	\$2,998.80
19 6ft LMR400 Cable with N-Type Connectors, Qty 4	\$237.60	\$237.60
20 WLAN controller capacity upgrade - 8 APs	\$955.20	\$955.20
21 Outdoor Single Port 10/100/1000 POE Midspan - Qty 2	\$958.80	\$958.80
22 Mounting Bracket for Outdoor Midspan	\$154.80	\$154.80
23 AP Hardware Support Indoor APs	\$129.60	\$129.60
24 AP Hardware Support Outdoor APs	\$88.80	\$88.80
25 AP Hardware Support 8 APs NBD - 1YR	\$96.00	\$96.00
26 Extreme Installation/Configuration	\$11,875.00	\$8,482.14
	\$53,688.24	\$36,753.63
		\$16,934.61

\$53,688.24

Fire Station #5 Wifi
Wi-Fi Expansion

\$20,000.00

\$12,000.00

\$4,753.63

City Total
Utilities Total

\$36,753.63

\$16,934.61

Enterprise
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Enterprise

The entire Extreme Networks NASPO contract price list can be found at
<http://www.naspo.valuepoint.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)
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PD-9501GO-ENT	\$799.00	38%	\$495.38	SINGLE PORT 802.3AT PLUS OUTDOOR MIDSPAN
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PD-MBKOUT	\$129.00	38%	\$79.98	MOUNTING BRACKET FOR OUTDOOR MIDSPANS
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97004-31028	\$36.00	12%	\$31.68	EW NBD AHR 31028	Hardware
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97004-31055	\$74.00	12%	\$65.12	EW NBD AHR 31055	Hardware
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97003-S20252	\$15.00	6%	\$14.10	EW Software Subscription	Software
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16964 PS-ESU-5	\$11,875.00	10%	\$10,687.50	EXTREME SERVICE UNITS, 5-PACK	Professional Services
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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. #: 181163
DATE: 07/13/18

VENDOR 17172

TO: FLOORING SF LLC
3469 W BOYNTON BEACH BLVD
STE. 9
BOYNTON BEACH, FL 33436

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
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	2916.75	DL	CHURCH/LIBRARY Remove carpet and dispose downstairs floated not glued so padding disposal as well and tack strip removal	1.0000	2916.75
2	2756.25	DL	CHURCH/LIBRARY Standard Carpet Install glue down stairs including glue downstairs and gluedown over tile	1.0000	2756.25
3	440.00	DL	CHURCH/LIBRARY Standard Carpet Glue	1.0000	440.00
4	2116.80	DL	CHURCH/LIBRARY Different carpet spec using mohawk product color TBC	1.0000	2116.80
5	3138.75	DL	CHURCH/LIBRARY Remove carpet and dispose downstairs floated not glued so padding disposal as well and tack strip removal	1.0000	3138.75
6	2441.25	DL	CHURCH/LIBRARY Standard Carpet Install gluedown stairs including glue Upstairs	1.0000	2441.25
7	1852.20	DL	CHURCH/LIBRARY Different carpet spec using mohawk product color TBC	1.0000	1852.20
8	400.00	DL	CHURCH/LIBRARY Standard Carpet Glue	1.0000	400.00

PROCUREMENT SERVICES:	<i>Justin 7/13/18</i>	P.O. TOTAL:
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. #: 181163
DATE: 07/13/18

VENDOR 17172

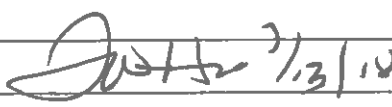
TO: FLOORING SF LLC
3469 W BOYNTON BEACH BLVD
STE. 9
BOYNTON BEACH, FL 33436

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
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
9	700.00	DL	CHURCH/LIBRARY Ramps where need to get to tile, prep as need to make work and wrap two steps need to be completed on both sides	1.0000	700.00
10	500.00	DL	CHURCH/LIBRARY **Install Carpet on steps seperate item**	1.0000	500.00
11	4386.00	DL	WAREHOUSE/PD Standard Carpet Install ware house area and front area	1.0000	4386.00

REMARKS:
CARPET FOR LIBRARY TEMPORARY SITE & INSTALL
CARPET AT PD SITE.
QUOTE #739 & #741 - (LINE #1 ONLY ON #741)

PROCUREMENT SERVICES:		P.O. TOTAL:	21648.00
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. #: 181163
DATE: 07/13/18

VENDOR 17172

TO: FLOORING SF LLC
3469 W BOYNTON BEACH BLVD
STE. 9
BOYNTON BEACH, FL 33436

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
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
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* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR *

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000071718	07/03/18	FAC/JL	TS0115	17262.00
00125115195224				
0000071718	07/03/18	FAC/JL	TS2045	4386.00
00121115214917				



PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

PURCHASE REQUISITION NBR: 0000071718
 STATUS: DEPT APPROVAL
 REASON: CARPET FOR LIBRARY TENT/SITE
 SUGGESTED VENDOR: 17172 FLOORING SV LLC

DATE: 7/03/18
 DELIVER BY DATE: 7/05/18

REQUISITION BY: FAC/JL
 SHIP TO LOCATION: PUBLIC WORKS

LINE
 NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

- 9 CHURCH/LIBRARY
 Ramps where need to get to tile, prep as need to
 make work and wrap two steps need to be completed
 on both sides
 COMMODITY: FLOOR COVERING, INSTALLED
 SUBCOMMOD: CARPET & RUGS, INSTALLED
- 10 CHURCH/LIBRARY
 Install Carpet on steps separate item
 COMMODITY: FLOOR COVERING, INSTALLED
 SUBCOMMOD: CARPET & RUGS, INSTALLED
- 11 WAREHOUSE/PO
 Standard Carpet Install ware house area and front
 area
 COMMODITY: FLOOR COVERING, INSTALLED
 SUBCOMMOD: CARPET & RUGS, INSTALLED

REQUISITION TOTAL: 21648.00

REQUISITION QUOTES

SELECTED VENDOR: 21648.0000
 20652.6000
 38434.2400

VENDOR NAME
 17172 FLOORING SV LLC
 2642 SEAN INTEGRATED SOLUTIONS

ACCOUNT INFORMATION

LINE	ACCOUNT	PROJECT	AMOUNT
1	00125115195224	TS0115	100.00
2	00125115195224	Library at 115 N Fed Hwy	2916.75
3	00125115195224	TS0115	2756.25
4	00125115195224	Library at 115 N Fed Hwy	440.00
5	00125115195224	TS0115	2116.80
6	00125115195224	Library at 115 N Fed Hwy	3138.75
7	00125115195224	TS0115	2441.25
8	00125115195224	Library at 115 N Fed Hwy	1852.20
9	00125115195224	TS0115	400.00
		Library at 115 N Fed Hwy	700.00

APPROVALS

City Manager [Signature] Date 7/12/18
 Finance Dept. [Signature] Date 7/12/18
 Risk Manager [Signature] Date 7-5-18
 City Attorney [Signature] Date

PURCHASE REQUISITION NBR: 0000071718

REQUISITION BY: FAC/JL
SHIP TO LOCATION: PUBLIC WORKS

STATUS: DEPT APPROVAL
REASON: CARPET FOR LIBRARY TEMP SITE

SUGGESTED VENDOR: 17172 FLOORING SF LLC
DATE: 7/03/18
DELIVER BY DATE: 7/05/18

LINE
NBR DESCRIPTION

QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-----	--------------	----------------	--------------------

ACCOUNT INFORMATION

LINE # ACCOUNT
10 00125115195224

OPERATING SUPPLIES
BLDG SUPPLIES/MATERIALS
OTHER CURRENT CHGS
OTHER CONTRACTUAL SVCS

PROJECT
TS0115
Library at 115 N Fed Hwy
TS2045
PD at 2045 High Ridge Rd

%
100.00
100.00

AMOUNT
500.00
4386.00

21648.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000071718

REQUISITION BY: PAC/JL

STATUS: DEPT APPROVAL

REASON: CARPET FOR LIBRARY TEMP SITE

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17172 FLOORING SF LLC

DATE: 7/03/18

DELIVER BY DATE: 7/05/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CHURCH/LIBRARY Remove carpet and dispose downstairs floated not glued so padding disposal as well and tack strip removal COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	2916.75	DL	1.0000	2916.75	
2	CHURCH/LIBRARY Standard Carpet Install glue down stairs including glue downstairs and gluedown over tile COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	2756.25	DL	1.0000	2756.25	
3	CHURCH/LIBRARY Standard Carpet Glue COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	440.00	DL	1.0000	440.00	
4	CHURCH/LIBRARY Different carpet spec using mohawk product color TBC COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	2116.80	DL	1.0000	2116.80	
5	CHURCH/LIBRARY Remove carpet and dispose downstairs floated not glued so padding disposal as well and tack strip removal COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	3138.75	DL	1.0000	3138.75	
6	CHURCH/LIBRARY Standard Carpet Install gluedown strais including glue upstairs COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	2441.25	DL	1.0000	2441.25	
7	CHURCH/LIBRARY Different carpet spec using mohawk product color TBC COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	1852.20	DL	1.0000	1852.20	
8	CHURCH/LIBRARY Standard Carpet Glue COMMODITY: FLOOR COVERING, INSTALLED SUBCOMMOD: CARPET & RUGS, INSTALLED	400.00	DL	1.0000	400.00	
9	CHURCH/LIBRARY	700.00	DL	1.0000	700.00	



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

Date: 7/6/2018

Requesting Department: PW/Facilities

Contact Person: Gail Mootz

Explanation for Purchase:

To purchase/install carpet for the temporary Library and PD sites.

Library

+ Flooring SF 17 262.00
REAP Cons 20 652.60
Show 38 434.24

PD - Install Labor only
+ Flooring SF 4 386.00
REAP Cons 5 100.00
YCCS Inc 5 326.35

Recommended Vendor Flooring SF

Dollar Amount of Purchase \$21,648

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:

001-2511-519-52-24 & 001-2111-521-49-17

TS 0115

TS 2045

Approvals:

Department Head

[Signature]

Date

7/6/18

Purchasing Agent

[Signature]

Date

7/12/18

Asst City Manager

[Signature]

Date

City Manager

[Signature]

Date

7/12/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joy Insurance 2531 NW 72nd Ave Suite B Miami FL 33122	CONTACT NAME: Arienne Rodriguez PHONE: 305-800-8102 FAX: 305-800-8028 EMAIL: joyinsurance@gmail.com ADDRESS:
INSURED Flooring SF 3489 W Boynton Beach Blvd #9 Boynton Beach FL 33436	INSURER(S) AFFORDING COVERAGE INSURER A: Ascendant Commercial Insurance INSURER B: WESCO INSURER C: INSURER D: Retail First Insurance INSURER E: INSURER F:
	NAIC # 014123 26011

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD LTR	TYPE OF INSURANCE	ADDC SUBR (IND, MOD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CL-53576-0	02/22/2018	02/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 500.00
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	WPP1500397 00	02/22/2018	02/22/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N N/A	0520 51024 000	02/28/2018	02/28/2018	<input checked="" type="checkbox"/> PER-STATUTE OTHER: E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Boynton Beach, its officers, employees, and agents are included as additional insured where required by written contract

Additional Insured:
City of Boynton Beach
100 East Boynton Beach Blvd
Boynton Beach FL 33435

CERTIFICATE HOLDER

City of Boynton Beach
100 East Boynton Beach Blvd
Boynton Beach FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOORE

Date: 6/28/18

***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:

FLOORING SF

Account Number: 001 - 2511 - 519 - 52 - 24 Project No.: 130115

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:

CARPET FOR LIBRARY TEMP SITE

115 N. FEDERAL HIGHWAY

Request completed by: 

Date completed: 6/28/18

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

FLOORINGSF

3469 W BOYNTON BEACH BLVD #9
 BOYNTON BEACH, FL 33436
 P:561-777-7886 F:877-394-3499
 EMAIL:FLOORINGSF@GMAIL.COM

Estimate

DATE	INVOICE #
6/27/2018	739

TIME

BILL To
CITY OF BOYNTON

Description	Qty	Rate	Amount
CHURCH/LIBRARY			
Remove carpet and dispose downstairs floated not glued so padding disposal as well and tack strip removal	3,889	0.75	2,916.75
Standard Carpet Install gluedown down stairs including glue downstairs and gluedown over tile	525	5.25	2,756.25
Standard Carpet Glue	11	40.00	440.00
Different carpet spec using mohawk product color TBC	4,320	0.49	2,116.80
 Remove carpet and dispose downstairs floated not glued so padding disposal as well and tack strip removal	4,185	0.75	3,138.75
Standard Carpet Install gluedown down stairs including glue Upstairs	465	5.25	2,441.25
Different carpet spec using mohawk product color TBC	3,780	0.49	1,852.20
Standard Carpet Glue	10	40.00	400.00
Ramps where need to get to tile, prep as need to make work and wrap two steps need to be completed on both sides	1	700.00	700.00
Install Carpet on steps separate item	1	500.00	500.00
Mohawk Rule Breaker Upstairs		0.00	0.00
Sales Tax		7.00%	0.00
		Total	\$17,262.00



321 N Congress Ave
Delray Beach FL 33445
561-701-3262

PROJECT NAME: Boynton Beach Church

PERMIT

N/A

FLOORING

CHURCH

Remove carpet dispose where needed

Install Carpet downstairs glue down

Mohawk/SouthWind Carpets 521 Yards Of Carpet

10,200.00

Remove carpet dispose where needed

Install Carpet Upstairs glue down

Mohawk/SouthWind Carpets 470 Yards Of Carpet

9,702.60

Including height change in floors

Back Stair Case Labor material for one platform and 22 steps

750.00

TOTAL 20,652.60

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120



Phone: ()
Fax: ()

A Berkshire Hathaway Company

TOTAL = \$38,434.24

Proposal Submitted To City of Boynton Beach		Attention Gail Mootz		Phone (561) 742-8025	Fax (561) 742-8213	Date 08/26/18
Proposal Name Church to Library-Section 1				Job Name (STFLPQ) Church to Library-Section 1		Job # 90029
Street 222 NE 9th Ave				Job Street 115 N Federal Highway		Proposal ID 101470
City, State and Zip Boynton Beach, FL 33435	Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip BOYNTON BEACH, FL 33435	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
S Ct-Ambition II-Textured Loop-12'-10 oz.	TBS/To Be Selected	132.00	SY	\$4.06	\$535.92
1000 Multipurpose Adhesive 4 Gallon		3.00	Each	\$38.05	\$114.15
Broadloom Installation		132.00	SY	\$6.05	\$798.80
Carpet Removal		132.00	SY	\$2.75	\$363.00
Carpet Disposal		132.00	SY	\$1.20	\$158.40
Base - Install 4"		240.00	LF	\$1.10	\$264.00
Open Market-Base - Furnish 4"		240.00	LF	\$3.27	\$784.80
Floor Prep(hourly rate;excludes materials)		12.00	Hour	\$49.50	\$594.00
Open Market-Floor Prep Materials		1.00	Each	\$568.18	\$568.18
Open Market- 2 Stairs		2.00	Each	\$56.82	\$113.64
Skimcoating Labor & Materials		1,188.00	SF	\$1.63	\$1,817.64
Open Market-Excessive removal foam backed carpet		132.00	Each	\$2.75	\$363.00
Open Market-Glue Down Ramp		1.00	Each	\$107.95	\$107.95
Transitions - Install		24.00	LF	\$0.94	\$22.56
Open Market-Transitions - Furnish		2.00	LF	\$51.14	\$102.28
Freight		1.00	Each	\$176.24	\$176.24
Base Bid Total:					\$8,884.36

Proposal Inclusions and Exclusions:

1. Local Contact: William Sanchez william.sanchez@shawinc.com (305) 388-5902
2. Installation Partner: Barnards Carpet One Floor & Home (561) 278-3800
3. 62100000-18-ACS
4. NJPA Contract# 121715
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
10. All pricing is based on work being completed during normal working hours.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120



Phone: ()
Fax: ()

A Berkshire Hathaway Company

Proposal Submitted To City of Boynton Beach		Attention Gail Mootz		Phone (561) 742-8025	Fax (561) 742-8213	Date 06/28/18
Proposal Name Church to Library-Section #2				Job Name (STFLPQ) Church to Library-Section #2		Job # 90035
Street 222 NE 9th Ave				Job Street 115 N Federal Highway		Proposal ID 101485
City, State and Zip Boynton Beach, FL 33435	Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip BOYNTON BEACH, FL 33435	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
S Ct-Ambition II-Textured Loop-12'-10 oz.	TBS/To Be Selected	258.00	SY	\$4.06	\$1,039.36
1000 Multipurpose Adhesive 4 Gallon		5.00	Each	\$38.05	\$190.25
Broadloom Installation		258.00	SY	\$6.05	\$1,548.80
Carpet Removal		258.00	SY	\$2.75	\$704.00
Carpet Disposal		258.00	SY	\$1.20	\$307.20
Base - Install 4"		240.00	LF	\$1.10	\$264.00
Open Market-Base - Furnish 4"		240.00	LF	\$3.27	\$784.80
Floor Prep(hourly rate;excludes materials)		16.00	Hour	\$49.50	\$792.00
Open Market-Floor Prep Materials		1.00	Each	\$568.18	\$568.18
Skimcoating Labor & Materials		2,304.00	SF	\$1.53	\$3,525.12
Open Market-Excessive removal foam backed carpet		258.00	SY	\$2.75	\$704.00
Transitions - Install		12.00	LF	\$0.94	\$11.28
Open Market-Transitions - Furnish		1.00	LF	\$51.14	\$51.14
Freight		1.00	Each	\$327.29	\$327.29
Base Bid Total:					\$10,817.42

Proposal Inclusions and Exclusions:

1. Local Contact: William Sanchez william.sanchez@shawinc.com (305) 388-5902
2. Installation Partner: Bernards Carpet One Floor & Home (561) 278-3600
3. 52100000-16-ACS
4. NJPA Contract# 121715
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
10. All pricing is based on work being completed during normal working hours.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
12. SH License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080644/0080646/0080647, NC 75863, NM 385848, ND 63106, NY 58-2240471C, OR 205639, RI 38816, TN 69109, UT 9531677-5501, VA 2705157974, WA SHAW11863DO, WV WV054222

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120



Phone: () -
Fax: () -

A Berkshire Hathaway Company

Proposal Submitted To City of Boynton Beach		Attention Gail Mootz		Phone (561) 742-6025	Fax (561) 742-6213	Date 06/26/18
Proposal Name Church to Library-Section#4				Job Name (STFLPQ) Church to Library-Section#4		Job # 90047
Street 222 NE 9th Ave				Job Street 115 N Federal Highway		Proposal ID 101497
City, State and Zip Boynton Beach, FL 33435		Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip BOYNTON BEACH, FL 33435	Customer Job # None
					Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
8 Ct-Ambition II-Textured Loop-12'-10 oz.	TBS/To Be Selected	222.00	SY	\$4.06	\$901.32
1000 Multipurpose Adhesive 4 Gallon		5.00	Each	\$38.05	\$190.25
Broadloom Installation		222.00	SY	\$6.05	\$1,343.10
Carpet Removal		222.00	SY	\$2.75	\$610.50
Carpet Disposal		222.00	SY	\$1.20	\$266.40
Floor Prep(hourly rate;excludes materials)		14.00	Hour	\$49.50	\$693.00
Open Market-Floor Prep Materials		1.00	Each	\$454.55	\$454.55
Open Market-Excessive removal foam backed carpet		222.00	SY	\$2.75	\$610.50
Transitions - Install		12.00	LF	\$0.94	\$11.28
Open Market-Transitions - Furnish		1.00	LF	\$51.14	\$51.14
Freight		1.00	Each	\$283.24	\$283.24
Base Bid Total:					\$5,415.28

Proposal Inclusions and Exclusions:

1. Local Contact: William Sanchez william.sanchez@shawinc.com (305) 389-6902
2. Installation Partner: Barnards Carpet One Floor & Home (681) 278-3600
3. 82100000-16-ACS
4. NJPA Contract# 121715
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
10. All pricing is based on work being completed during normal working hours.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
12. SII License Numbers: AL 50787, AK 40319, AZ ROC300855/ROC300866, CA 1007317, ID RCE-39577/022828-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAW11853DO, WV WV054222
13. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3283 to initiate the order process. A purchase order is required before materials can be shipped. Crystal Zachery.

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120



Phone: () -
Fax: () -

A Berkshire Hathaway Company

Proposal Submitted To City of Boynton Beach		Attention Gail Mootz		Phone (581) 742-8026	Fax (581) 742-8213	Date 08/28/18
Proposal Name Church to Library-Section#5				Job Name (STFLPQ) Church to Library-Section#5		Job # 90050
Street 222 NE 9th Ave				Job Street 115 N Federal Highway		Proposal ID 101600
City, State and Zip Boynton Beach, FL 33435		Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip BOYNTON BEACH, FL 33435	Customer Job # None
					Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
8 Ct-Ambition II-Textured Loop-12'-10 oz.	TBS/To Be Selected	51.00	SY	\$4.08	\$207.08
1000 Multipurpose Adhesive 4 Gallon		1.00	Each	\$38.05	\$38.05
Broadloom Installation		51.00	SY	\$6.05	\$308.55
Base - Install 4"		120.00	LF	\$1.09	\$130.80
Open Market- Furnish 4" Base		120.00	LF	\$3.27	\$392.40
Floor Prep(hourly rate;excludes materials)		8.00	Hour	\$49.50	\$297.00
Open Market-Floor Prep Materials		1.00	Each	\$340.91	\$340.91
Skincoat Labor & Materials		459.00	SY	\$1.53	\$702.27
Transitions - Install		12.00	LF	\$0.94	\$11.28
Open Market-Transitions - Furnish		1.00	LF	\$51.14	\$51.14
Freight		1.00	Each	\$157.35	\$157.35
Base Bid Total:					\$2,638.81

Proposal Inclusions and Exclusions:

1. Local Contact: William Sanchez william.sanchez@shawinc.com (305) 388-5902
2. Installation Partner: Barnards Carpet One Floor & Home (581) 278-3600
3. 52100000-16-ACS
4. NJPA Contract# 121716
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for this necessary work.
10. All pricing is based on work being completed during normal working hours.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
12. SII License Numbers: AL 50787, AK 40318, AZ ROC300855/ROC300856, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75683, NM 385548, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 60109, UT 9531877-5501, VA 2705167874, WA SHAWIII853DO, WV WV054222
13. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped. Crystal Zachery.

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120



Phone: () -
Fax: () -

A Berkshire Hathaway Company

Proposal Submitted To City of Boynton Beach		Attention Gail Mootz		Phone (561) 742-8025	Fax (561) 742-8213	Date 06/28/18
Proposal Name Church to Library-Section#6				Job Name (STFLPQ) Church to Library-Section#6		Job # 90057
Street 222 NE 9th Ave				Job Street 115 N Federal Highway		Proposal ID 101507
City, State and Zip Boynton Beach, FL 33435		Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip BOYNTON BEACH, FL 33435	Customer Job # None
					Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
S Ct-Ambition II-Textured Loop-12'-10 oz.	TBS/To Be Selected	184.00	SY	\$4.08	\$747.04
1000 Multipurpose Adhesive 4 Gallon		4.00	Each	\$38.05	\$152.20
Broadloom Installation		184.00	SY	\$8.05	\$1,113.20
Carpet Removal		184.00	SY	\$2.75	\$508.00
Carpet Disposal		184.00	SY	\$1.20	\$220.80
Base - Install 4"		240.00	LF	\$1.10	\$264.00
Open Market-Base - Furnish 4"		240.00	LF	\$3.27	\$784.80
Floor Prep(hourly rate;excludes materials)		16.00	Hour	\$49.50	\$792.00
Open Market-Floor Prep Materials		1.00	Each	\$681.82	\$681.82
Open Market-Excessive removal foam backed carpet		184.00	SY	\$2.75	\$508.00
Transitions - Install		24.00	LF	\$0.94	\$22.56
Open Market-Transitions - Furnish		2.00	LF	\$51.14	\$102.28
Freight		1.00	Each	\$239.18	\$239.18
Base Bid Total:					\$6,131.88

Proposal Inclusions and Exclusions:

1. Local Contact: William Sanchez william.sanchez@shawinc.com (305) 389-5902
2. Installation Partner: Barnards Carpet One Floor & Home (561) 278-3800
3. 62100000-16-ACS
4. NJPA Contract# 121716
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
10. All pricing is based on work being completed during normal working hours.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
12. SII License Numbers: AL 50767, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 218017, NV 0080544/0080546/0080548/0080547, NC 75863, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 39919, TN 69109, UT 9531877-5501, VA 2705157874, WA SHAWIII853DO, WV WV054222

Joe Frank Harris PKWY Mail Drop 11-01
Carterville, GA 30120



Phone: () -
Fax: () -

A Berkshire Hathaway Company

Proposal Submitted To City of Boynton Beach		Attention Gail Mootz		Phone (561) 742-6025		Fax (561) 742-6213		Date 06/28/18	
Proposal Name Church to Library-Section#8				Job Name (STFLPQ) Church to Library-Section#8				Job # 90060	
Street 222 NE 9th Ave				Job Street 115 N Federal Highway				Proposal ID 101511	
City, State and Zip Boynton Beach, FL 33435		Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip BOYNTON BEACH, FL 33435		Customer Job # None		Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
S Ct-Ambition II-Textured Loop-12'-10 oz.	TBS/To Be Selected	145.00	SY	\$4.08	\$588.70
1000 Multipurpose Adhesive 4 Gallon		3.00	Each	\$38.05	\$114.15
Broadloom Installation		145.00	SY	\$8.05	\$877.25
Carpet Removal		145.00	SY	\$2.75	\$398.75
Carpet Disposal		145.00	Each	\$1.20	\$174.00
Base - Install 4"		120.00	LF	\$1.10	\$132.00
Open Market-Base - Furnish 4"		120.00	LF	\$3.27	\$392.40
Floor Prep(hourly rate;excludes materials)		12.00	Each	\$49.50	\$594.00
Open Market-Floor Prep Materials		1.00	Each	\$568.18	\$568.18
Skincoating Labor & Materials		1,305.00	Each	\$1.53	\$1,996.65
Open Market-Excessive removal foam backed carpet		145.00	Each	\$2.75	\$398.75
Transitions - Install		24.00	LF	\$0.94	\$22.56
Open Market-Transitions - Furnish		2.00	LF	\$51.14	\$102.28
Freight		1.00	Each	\$188.82	\$188.82
Base Bid Total:					\$6,548.49

Proposal Inclusions and Exclusions:

1. Local Contact: William Sanchez william.sanchez@shawinc.com (305) 388-5902
2. Installation Partner: Barnards Carpet One Floor & Home (561) 278-3800
3. 52100000-16-ACS
4. NJPA Contract# 121715
5. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
8. Proposal does not include removal of any materials containing asbestos.
9. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
10. All pricing is based on work being completed during normal working hours.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
12. SII License Numbers: AL 50787, AK 40919, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 63106, NY 58-2240471C, OR 205839, RI 38919, TN 89109, UT 8531877-5501, VA 2705157874, WA SHAWII863DO, WV WV054222

Krasnoff, Leah

From: Greco-Arencibia, Adrianna
Sent: Friday, July 06, 2018 10:13 AM
To: Krasnoff, Leah
Cc: Mack, Andrew; Mootz, Gail
Subject: Flooring SF Requisition 71718
Attachments: SKM_C36818070610390.pdf

Importance: High

Leah,

Per our conversation, attached is the revised requisition request for Flooring SF. Please continue with issuing the PO and we will make alternate arrangements to purchase the carpet.

Thank you

From: Bizhub
Sent: Friday, July 06, 2018 11:40 AM
To: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Subject: Message from KM_C368



Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
☎ 561-742-6596 | 📠 561-742-6211
✉ Greco-ArencibiaA@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.

FLOORINGSF

3469 W BOYNTON BEACH BLVD #9
BOYNTON BEACH, FL 33436
P:561-777-7886 F:877-394-3499
EMAIL:FLOORINGSF@GMAIL.COM

Estimate

DATE	INVOICE #
6/26/2018	741

TIME

BILL To
CITY OF BOYNTON

Description	Qty	Rate	Amount
WAREHOUSE/PD			
Standard Capret Install ware house area and front area	1,720	2.55	4,386.00
Mohawk Rule Breaker	15,480	0.40	6,192.00
Install Laminate Flooring one room in ware house	665	2.75	1,828.75
** PRICE PER CONVERSATION WITH GALE WE AGREED TO DO THIS LOW PRICE BECAUSE OF AN EASIER INSTALL, NOT GOING OVER TILE, NO PREP AND WIDE OPEN AREAS*			
Sales Tax		7.00%	0.00
Total			\$12,406.75



321 N Congress Ave
Delray Beach FL 33445
561-701-3262

PROJECT NAME: Warehouse 2045 Highridge

PERMIT

N/A

FLOORING

Install Carpet glue down throughout warehouse and large front room

Labor Only material to be supplied by client

5,100.00

Install Laminate flooring in one room 675 s/f

1,350.00

Labor Only material to be supplied by client

TOTAL

6,450.00

07.02.2018

Estimate # 2018-2218**Bill To:**

City of Boynton

2045 Highridge Rd

Boynton Beach FL 33426

For:

Floor Replacement

[illegible]

If you have any questions concerning this Estimate, contact:

Yaneisi Cruz

561-294-0760

yanelstyr@yahoo.com

Tel 561-294-0760

834 NW 9th Way



Boynton Beach FL 33426

yaneisytr@yahoo.com

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. #: 181173
DATE: 07/17/18

VENDOR 7921


TO: TJ BOWLES ELECTRIC CO., INC.
413 N.E. 3RD AVE
BOYNTON BEACH, FL 33435

SHIP TO:
City of Boynton Beach
SEE ATTACHED DELIVERY
INSTRUCTIONS
BOYNTON BEACH, FL 33425

REQUISITION NO. 71771	ORDERING DEPARTMENT: CITY MANAGER/FIN/LK - PW	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	19320.00 DL	CONTRACTED ELECTRICAL WORK FOR TEMPORARY PD SITE: RECEPTACLES PLEASE SEE ESTIMATE #1547 FOR LOCATIONS.	1.0000	19320.00
2	6390.00 DL	TOTAL LIGHTING OPTION #4: (12) LAMPS - REPLACE LAMPS WITH CORN-COBS OVER STORAGE. (17) LIGHTS - INSTALL T5 FLUORESCENTS OVER OFFICES IN SAME LOCATIONS.	1.0000	6390.00
3	11100.00 DL	OPTION #3: INSTALL LED HI-BAYS IN SAME LOCATIONS. ALL WORK TO BE PERFORMED AT: 2045 HIGH RIDGE RD. BOYNTON BEACH, FL.	1.0000	11100.00

REMARKS:
INSTALL ELECTRICAL FOR TEMPORARY PD SITE.
ESTIMATE #1547

PROCUREMENT SERVICES:		P.O. TOTAL:	36810.00
ACCOUNT NO. 001-1214-512.49-17	PROJECT TS2045		

PURCHASE REQUISITION NBR: 0000071771

REQUISITION BY: CITY MANAGER/FIN/LK PW
SHIP TO LOCATION: SEE ATTACHED INSTRUCTIONS
STATUS: DEPT APPROVAL
REASON: BUILDOUT CONSTRUCTION OF TEMP PD SITE

DATE: 7/11/18
DELIVER BY DATE: 9/30/18

LINE NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST

VENDOR PART NUMBER

1 CONTRACTED ELECTRICAL WORK FOR TEMPORARY PD SITE: 19320.00 DL 1.0000 19320.00
RECEIPTABLES
PLEASE SEE ESTIMATE #1547 FOR LOCATIONS.
COMMODITY: ENGINEERING SERVICES
SUBCOMMOD: ELECTRICAL

2 TOTAL LIGHTING OPTION #4:
(12) LAMPS - REPLACE LAMPS WITH CORN-COBS OVER STORAGE. 6390.00 DL 1.0000 6390.00
(17) LIGHTS - INSTALL T5 FLUORESCENTS OVER OFFICES IN SAME LOCATIONS.
COMMODITY: ENGINEERING SERVICES
SUBCOMMOD: ELECTRICAL

3 OPTION #3: INSTALL LED HI-BAYS IN SAME LOCATIONS. 11100.00 DL 1.0000 11100.00
ALL WORK TO BE PERFORMED AT:
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL.
COMMODITY: ENGINEERING SERVICES
SUBCOMMOD: ELECTRICAL

REQUISITION TOTAL: 36810.00

REQUISITION QUOTES
VENDOR NAME
7921 TJ BOWLES ELECTRIC CO.
17172 FLOORING SF LLC
12393 CAREY & KNOTH ELEC. CONTRACTOR

ACCOUNT INFORMATION

LINE #	ACCOUNT	OTHER CURRENT CHGS	PROJECT	TS2045	PD at	2045 High Ridge Rd	100.00	AMOUNT
1	00112145124917	OTHER CONTRACTUAL SRVS	TS2045	PD at	2045 High Ridge Rd	100.00		19320.00
2	00112145124917	OTHER CURRENT CHGS	TS2045	PD at	2045 High Ridge Rd	100.00		6390.00
3	00112145124917	OTHER CONTRACTUAL SRVS	TS2045	PD at	2045 High Ridge Rd	100.00		11100.00

36810.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 7/11/18
Finance Dept. [Signature] Date 7/11/18
Risk Manager [Signature] Date 7/11/18
City Attorney [Signature] Date 7/11/18



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

Date: 7/10/2018

Requesting Department: PW/Facilities

Contact Person: Gail Mootz

Explanation for Purchase:

Install electrical for temp PD site, receptacles and lighting not to exceed \$36,810.00

Recommended Vendor TJ Bowles

Dollar Amount of Purchase \$36,810

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:

001-1214-512-49-17

TS2045

Approvals:

Department Head

[Signature]

Date

7/12/18

Purchasing Agent

[Signature]

Date

7/16/18

Asst City Manager

[Signature]

Date

7/17/18

City Manager

[Signature]

Date

7/17/18

Form Revised 02/01/02

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ

Date: 7-19/18

*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:

T.J. Bowles

V# 7921

Account Number: 001 - 01214.512.49 - 17 Project No.: TS2045
TS 2045

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:

install electrical for temp. PD site

Request completed by: 

Date completed: 7/19/18

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

T.J. Bowles Electric Company, Inc.

413 N.E. 3rd Avenue
Boynton Beach, FL 33435
Phone # 561-732-3026

Estimate

Date	Estimate #
6/29/2018	1547

Name / Address
City of Boynton Beach 100 East Boynton Beach Blvd. Boynton Beach, FL 33435

Project		Address	
City of Boynton Beach PD (temp)		2045 High Ridge Road, BB	
Description	Qty	Rate	Total
ORIGINAL CONTRACTED ELECTRICAL WORK			
TOTAL RECEPTACLES PER PLAN = 19,320.00	1	0.00	
TOTAL LIGHTING (OPTION #4 USED FOR QUOTE * SEE SPREADSHEET FOR DETAILS) = \$6,390.00	1	0.00	
TOTAL CONTRACT PRICE (Please See Attached Worksheet for Details)	1	25,710.00	25,710.00
- PRICE IS GOOD FOR 15 DAYS DUE TO WIRE PRICE INCREASE - ESTIMATE SUBJECT TO CHANGE - PRICE EXCLUDES PERMIT FEES & ENGINEERING FEES - NO CUTTING OR PATCHING OF ANY SURFACE UNLESS OTHERWISE SPECIFIED *** Should it be necessary to retain an attorney to enforce the terms of this agreement or if any outstanding balances are sent to collections, then responsible party (named at top) shall be held responsible for all attorney fees, costs, & costs of collections *** *** All past due balances are subject to 1.5% interest monthly (18% annually) ***			
OPTION #3 LED Lights			11,100.00
Buildout Construction of Temp PD Site			36,810.00
Please Sign Estimate if You Would Like for us to Schedule the Work	Total		\$25,710.00

E-mail

TJBOWLES561@BELLSOUTH.NET

T.J. Bowles Electric Company, Inc. - (Estimate #1547)

Phone (561) 732-3026 Fax (561) 732-6133

413 NE 3rd Ave, Boynton Beach FL 33435

6/28/2018

City of Boynton Beach

City of Boynton Beach Police
Department (temp)

3602-3606 Quantum Blvd., Boynton Beach, FL 33426

QTY.	ITEMS	NOTES	PRICE EACH	TOTAL
16	receptacles	duplex / east rooms / 3-circuits		\$ -
2	receptacles	quad / east rooms		\$ -
60	receptacles	duplex / middle rooms / 13-circuits		\$ -
23	receptacles	quad / middle rooms		\$ -
8	receptacles	quad / lockers / 2-circuits		\$ -
25	receptacles	duplex / west rooms / 5-circuits		\$ -
7	receptacles	quad / west rooms		\$ -
1	receptacles	30-amp twist / west rooms / 1-circuit		\$ -
4	switches	west rooms		\$ -
2	j-box	for ceiling light / west room		\$ -
1	receptacles	30-amp twist / by panels / 1-circuit		\$ -
28	receptacles	duplex / front room / 5-circuits		\$ -
7	receptacles	quad / front rooms		\$ -
9	receptacles	duplex / front window cubicle / on floor / 1-circuit		\$ -
TOTAL *** PRICE IS FOR RECEPTACLES ONLY				\$ 19,320.00

1	*** <u>ADDER</u> ***	*** <u>EXCLUDED IN QUOTE</u> *** lights / exit / emergency = ADD \$2,500.00 (ALLOWANCE)
1	*** <u>ADDER</u> ***	*** <u>EXCLUDED IN QUOTE</u> *** TO BE ADDED TO TOTAL PRICE IF CHOSEN *** power pole adder up to (7) = ADD \$2,000.00
1	*** <u>ADDER</u> ***	*** <u>EXCLUDED IN QUOTE</u> *** FOR LIFT (equipment rental) IF CITY DOES NOT HAVE ONE = ADD \$1,000.00

***** ALL RECEPTACLES ARE SURFACE MOUNT *****

***** LIGHTING QUOTE OPTIONS (ADDERS) = All Options Include Unhooking the Existing (30) Hi-bay Metal Halide Lights by Not Removing *****

30	<u>QUOTE/OPTION #1</u>	replace lamp with 45-watt LED lamp (corn-cob) = \$4,500.00
30	<u>QUOTE/OPTION #2</u>	install T5 fluorescent hi-bays in same locations = \$8,100.00
30	<u>QUOTE/OPTION #3</u>	install LED hi-bays in same locations = \$11,100.00
<u>QUOTE/OPTION #4 (See Below)</u>		* AARON SUGGESTION * cheaper than options #2&3, more light than option #1 (rough idea, to save money)
12	lamps	replace lamps with corn-cobs over storage = \$1,800.00
17	lights	install T5 fluorescents over offices in same locations = \$4,590.00

TOTAL *** PRICE IS FOR LIGHTING ONLY (Option #4 Used)	\$ 6,390.00
--	--------------------

TOTAL *** PRICE INCLUDES RECEPTACLES & LIGHTING	\$ 25,710.00
--	---------------------

* PRICE IS GOOD FOR 15 DAYS DUE TO WIRE PRICE INCREASE - ESTIMATE SUBJECT TO CHANGE *

* PRICE EXCLUDES PERMIT FEES, ENGINEERING FEES *

* NO CUTTING OR PATCHING OF ANY SURFACE UNLESS OTHERWISE SPECIFIED *

*** All Past Due Balances are Subject to 1.5% Interest Monthly (18% Annually) ***

*** Should it be Necessary to Retain an Attorney to Enforce the Terms of this Agreement or if any Outstanding Balances are Sent to Collections, then Responsible Party (Named Above) Shall be Held Responsible for all Attorney Fees, Costs, & Costs of Collections ***

Please sign & email/fax back if you would like for us to schedule for the work to be done

x PO # 181173 Date 7/17/18



3469 W BOYNTON BEACH BLVD #9
BOYNTON BEACH, FL 33436
P:561-777-7886 F:877-394-3499
EMAIL:FLOORINGSF@GMAIL.COM

Estimate

DATE	INVOICE #
7/6/2018	753

TIME

Bill To
CITY OF BOYNTON 2045 Highridge Rd Boynton Beach FL Lic#EC13006010

Description	Qty	Rate	Amount
Surface pipe and wire 234- 20 amp outlets to make new office spaces		88,000.00	88,000.00
Surface pipe and wire 2 - 30 amp outlets		0.00	0.00
Pipe and wire 2 J boxes for future light fixtures		0.00	0.00
NOT INCLUDED		0.00	0.00
* Permit or Fees			
*Any painting or patching			
*Any specialty light fixtures or ceiling fans			
*Any other requirement that may be requested by the authority having jurisdiction			
TERMS			
1/3 DEPOSIT-1/3 AFTER ROUGH INSPECTION-1/3 AFTER FINAL			
Sales Tax		7.00%	0.00
Total			\$88,000.00

PROPOSAL

14478

**CAREY & KNUTH
ELECTRICAL CONTRACTORS, INC.**
221 SE 6TH AVE.
BOYNTON BEACH, FL 33435

PAGE 1 OF 1

(888) 733-5973
(561) 733-5600 FAX (561) 733-3379

TO: CITY OF BOYNTON BEACH
ATTN: GAIL MOOTZ
100 E. BOYNTON BEACH BLVD
BOYNTON BEACH FL 33435

PHONE	DATE 7/5/2018
JOB NAME / LOCATION 2045 HIGHRIDGE RD. BOYNTON BEACH, FL	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

FURNISH LABOR AND MATERIAL TO INSTALL AS FOLLOWS:

31 - NEW HOME RUNS, 20AMP 120VOLT
2 - 30AMP 120VOLT OUTLETS
230 - DUPLEX RECEPTACLE OUTLETS (NO GFI'S)
6 - 2X4 FLUORESCENT LIGHTING OUTLETS. FIXTURES SUPPLIED AND INSTALLED BY OTHERS.
REWIRE 30 - HIGH BAY FIXTURES FOR RETROFIT, COMPATIBLE LED LAMPS
3 - SINGLE POLE SWITCH OUTLETS

INCLUDES:

SCISSOR LIFT RENTAL
30 - LED LAMPS
20 - WIREMOLD POWER POSTS
ADDED BREAKERS AS NEEDED

EXCLUSIONS:

NO PERMIT FEES INCLUDED.
NO FIRE STOPPING INCLUDED.
NO LOW VOLTAGE WIRING INCLUDED.
NO FIRE ALARM INCLUDED.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

Seventy Six Thousand Nine Hundred Forty and 00/100 Dollars

dollars (\$

76,940.00).

Payment to be made as follows:

AS WORK PROGRESSES

All material is guaranteed to be as specified. All work to be completed in a professional 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal — 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.

Date of Acceptance: _____

Authorized
Signature

Note: This proposal may be
withdrawn by us if not accepted within

25 days.

Signature _____

Signature _____

CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION

I, Aaron P. Bowles, the President/Qualifier of
(Name of officer of company) (Title of officer of company)
T.J. Bowles Electric Co., Inc., located at 413 NE 3rd Ave, Boynton Beach FL
(Name of Corporation/Company) (Business Address) 33435

certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS: <u>T.J. Bowles Electric Company, Inc.</u>			
1. Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u>	Number of Years: <u>1972</u>
2. Does the business have a business tax receipt issued in the current year?	<u>YES</u>	<u>NO</u>	Business License Number: <u>18-00000033</u>
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u>	<u>NO</u>	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Aaron P. Bowles Signature: [Signature]

*****FOR PURCHASING USE ONLY*****

Business License ☐ Year Established: ☐ Active:

Verified by: _____ Date: _____

CONFIRMATION OF MINORITY OWNED BUSINESS

This requested form is to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business?

Yes

No

If Yes, please indicate by an "X" in the appropriate box:

- () AMERICAN INDIAN

- () ASIAN

- () BLACK

- () HISPANIC

- () WOMEN

- () OTHER

(Specify)

- () NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES

NO

If YES, Name the Organization from which this certification was obtained and date:

Issuing Organization for Certification

Date of Certification

**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. #: 181184
DATE: 07/19/18

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. 71819	ORDERING DEPARTMENT: FACILITIES/KR/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
			***** * CHANGE #: 1 *		
			* CHANGE ORDER *		
			* DATE CHG: 07/31/18 *		

2	125.00	HR	CHANGE ORDER 1 - ADDITIONAL LABOR	55.0000	6875.00

REMARKS:
INSTALLATION OF DRYWALL & FRAMING AT TEMPORARY
PD SITE.
PROPOSAL NO. 71118
CHANGE ORDER 1 - INCREASE PO \$6,875.

PROCUREMENT SERVICES:	<i>JW Hc 7/31/18</i>	P.O. TOTAL:	6875.00
ACCOUNT NO. 001-2511-519.52-24	PROJECT TS2045		



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 7/31/2018

Requesting Department: PW/Facilities

Contact Person: Kevin Ramsey

Explanation for Purchase:

Additional laborers for installation and drywall to complete the job, they are only providing us labor so this is staff acting as GC and needing additional hours.

Recommended Vendor Anzco

Dollar Amount of Purchase \$24,475

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:

001-2511-519-52-24

TS2045

Approvals:

Department Head

[Signature]

Date

7/31/18

Purchasing Agent

[Signature]

Date

7/31/18

Asst City Manager

Date

City Manager

Lara Lawrence

Date

8/1/18

Form Revised 02/01/02

Krasnoff, Leah

From: Mack, Andrew
Sent: Tuesday, July 31, 2018 10:17 AM
To: Krasnoff, Leah
Cc: Greco-Arencibia, Adrianna; Ramsey, Kevin
Subject: Re: Anzco PO #181184 - Increase

They are only providing us labor so this is staff acting as GC and needing additional hours.

Please use this as my request for adding the additional hours.

Thanks.

Sent from my iPhone

17,600
+ 6,875

\$ 24,475.00

125 hrs.
x \$55

6875.00



Andrew Mack, P.E., CBO, LEED AP
Director of Public Works & Engineering
Public Works

City of Boynton Beach

100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435

☎ 561-742-6201 | 📠 561-742-6211

✉ MackA@bbfl.us | 🌐 <http://www.boynton-beach.org/>



APPROVALS

City Manager [Signature] Date 8/1/18
Finance Dept. [Signature] Date 7/31/18
City Manager _____ Date _____
City Attorney _____ Date _____

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.

On Jul 31, 2018, at 10:15 AM, Krasnoff, Leah <KrasnoffL@bbfl.us> wrote:

Hi Adrianna,

Do you have a change order request from Anzco to include as back up?



Leah Krasnoff
Accounting Technician
Financial Services
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6308

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: Greco-Arencibia, Adrianna
Sent: Tuesday, July 31, 2018 10:09 AM
To: Krasnoff, Leah <KrasnoffL@bbfl.us>
Cc: Mack, Andrew <MackA@bbfl.us>; Ramsey, Kevin <RamseyK@bbfl.us>
Subject: Anzco PO #181184 - Increase
Importance: High

Leah,

Based on the work necessary to complete the job we need to increase the above PO by 125 hours (\$55.00 per hour) in the amount of \$6,900 to bring the PO to a total of \$24,475.00.

If you have any questions, please let me know.

Thank you



Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
— 561-742-6596 | — 561-742-6211
— Greco-ArencibiaA@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.



9671 Carousel Circle South
Boca Raton, FL 33434
Phone: 561-488-0822
Fax: 954-532-2426
Broward: 754-222-6697

Proposal

Date: 7/11/18
Proposal No.: 71118

City of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL

Attention: Kevin Ramsey
Reference: Labor rates

Dear Kevin,

We propose to furnish four men times five days times eight hours for 2 weeks.

320 hours @ 55.00/ hour = 17,600.00
Add 125 hours @ 55.00/hour = 6,875.00 Per request 7/31/18

Small tools included.

If materials or special equipment is required. Cost of items plus five percent overhead and ten percent profit.

If there are any questions please do not hesitate to call.

Sincerely yours,

John B. Zak



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. #: 181184
DATE: 07/19/18

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

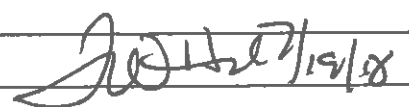
REQUISITION NO. 71819	ORDERING DEPARTMENT: FACILITIES/KR/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	320.00 EA	LABOR FOR INSTALLING DRYWALL & FRAMING LABOR FOR TEMP PD SITE LOCATED AT 20145 HIGH RIDGE ROAD.	55.0000	17600.00

SMALL TOOLS INCLUDED.

IF MATERIALS OR SPEACIAL EQUIPMENT IS REQUIRED
COST OF ITEMS PLUS FIVE PERCENT OVERHEAD AND TEN PERCENT PROFIT.

REMARKS:
INSTALLATION OF DRYWALL & FRAMING AT TEMPORARY PD SITE.
PROPOSAL NO. 71118

PROCUREMENT SERVICES:		P.O. TOTAL:	17600.00
ACCOUNT NO. 001-2511-519.52-24	PROJECT TS2045		

PURCHASE REQUISITION NBR: 0000071819

REQUISITION BY: FACILITIES/KR/AGGA
SHIP TO LOCATION: PUBLIC WORKS

STATUS: DEPT APPROVAL
REASON: INSTALLING DRYWALL & FRAMING AT TEMP PD
SUGGESTED VENDOR: 14283 ANZCO, INC.

DATE: 7/17/18
DELIVER BY DATE: 7/18/18

LINE
NBR DESCRIPTION

QUANTITY (SQM)

UNIT COST EXTEND
COST COST

VENDOR PART NUMBER

1 LABOR FOR INSTALLING DRYWALL & FRAMING 320.00 BA 55.0000 17600.00
LABOR FOR TEMP PD SITE LOCATED AT 20145 HIGH RIDGE ROAD.

SMALL TOOLS INCLUDED.

IF MATERIALS OR SPECIAL EQUIPMENT IS REQUIRED,
COST OF ITEMS PLUS FIVE PERCENT OVERHEAD AND TEN
PERCENT PROFIT.
COMMODITY: PERS, TEMP EMPLOYMENT AGCY
SUBCOMMOD: LABORERS (COMMON LABOR)

REQUISITION TOTAL: 17600.00

SELECTED VENDOR: 17600.0000
18400.0000
18240.0000

VENDOR NAME
14283 ANZCO, INC.
10833 TALLEY WALKER SERVICES, INC.
16907 HOMERICH CORPORATION

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT
1 00125115195224

OPERATING SUPPLIES
BLDG SUPPLIES/MATERIALS

PROJECT
TS2045
PD at 2045 High Ridge Rd 100.00

AMOUNT
17600.00

17600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Send to Advance

APPROVALS

City Manager *[Signature]* Date *7/18/18*
Finance Dept. *[Signature]* Date *7/18/18*
Risk Manager *[Signature]* Date *7/17/18*
City Attorney *[Signature]* Date *7/17/18*



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 7/17/2018

Requesting Department: Public Works/Facilities Contact Person: Kevin Ramsey

Explanation for Purchase:

Laborers to install drywall and framing at the PD temporary site located at 2045 High Ridge Rd.
Project #TS2045

Recommended Vendor Anzco

Dollar Amount of Purchase \$17,600

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:

001-2511-519-52-24, Project #TS2045

Approvals:

Department Head

Date

7/17/18

Purchasing Agent

Date

7/17/18

Asst City Manager

Date

City Manager

Date

7/18/18

Form Revised 02/01/02



9671 Carousel Circle South
Boca Raton, FL 33434
Phone: 561-488-0822
Fax: 954-532-2426
Broward: 754-222-6697

Proposal

Date: 7/11/18
Proposal No.: 71118

City of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL

Attention: Kevin Ramsey
Reference: Labor rates

Dear Kevin,

We propose to furnish four men times five days times eight hours for 2 weeks.

320 hours @ 55.00/ hour = 17,600.00

Small tools included.

If materials or special equipment is required. Cost of items plus five percent overhead and ten percent profit.

If there are any questions please do not hesitate to call.

Sincerely yours,

John B. Zak



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
W.F. Roemer Insurance Agency, Inc.
3775 NW 124 Avenue
Coral Springs FL 33065

CONTACT NAME: Certificate Department

PHONE (A/C, No. Ext): 954-731-5566

FAX (A/C, No): 954-731-8438

E-MAIL ADDRESS: certificates@roemer-ins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Builders Insurance Co

11240

INSURER B : Mapfre Ins. Co. of Florida

34932

INSURER C : Evanston Insurance Company

INSURER D :

INSURER E :

INSURER F :

INSURED ANZCO-1
Anzco, Inc.
9671 Carousal Circle South
Boca Raton FL 33434

COVERAGES

CERTIFICATE NUMBER: 1755876193

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	3C52587	2/22/2018	2/22/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5204070001563	11/18/2017	11/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCV008883108	7/21/2018	7/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The interest of City of Boynton Beach is included as Additional Insured when required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Boynton Beach
100 E Boynton Beach Blvd.
Boynton Beach FL 33425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7/16/18

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: Kevin Ramsey

Project: Boynton PD

- Perform up to 320 man hours of labor only, at \$57.50 per hour per man

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.

\$ 18,400

HOMRICH CORPORATION

Licensed General Contractors

6654 43rd Avenue S., Lake Worth, FL 33463, gchomrich@gmail.com, 561-254-8322

PROPOSAL

Project: Temporary Police Department Framing Build-Out

July 16, 2018

Customer: Boynton Beach Police Department

Homrich Corporation will provide 4 carpenters for 8 hours a day for 10 days at \$57.00 per hour for a total of **\$18,240.00**

Sincerely,
George Homrich
Homrich Corporation

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. #: 181203
DATE: 07/26/18

VENDOR 7736

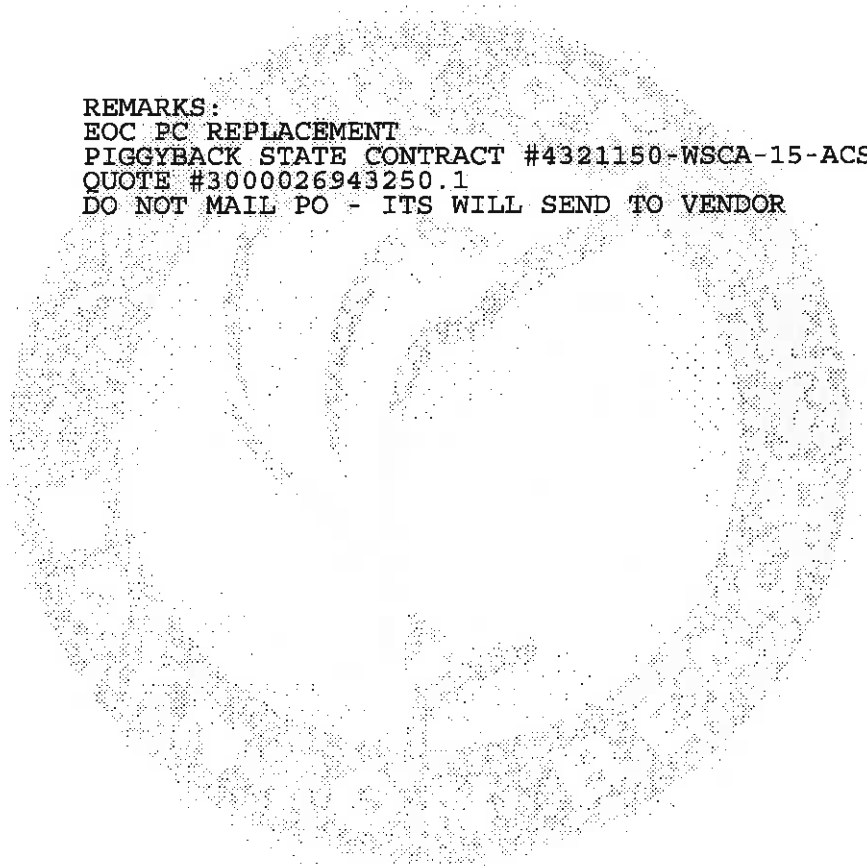
TO: DELL MARKETING LP
ONE DELL WAY, BOX RR8-11
ROUND ROCK, TX 78682


SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 71841	ORDERING DEPARTMENT: ITS		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	20.00	EA	OPTIPLEX 3050 AIO	749.6000	14992.00

REMARKS:
EOC PC REPLACEMENT
PIGGYBACK STATE CONTRACT #4321150-WSCA-15-ACS
QUOTE #3000026943250.1
DO NOT MAIL PO - ITS WILL SEND TO VENDOR



PROCUREMENT SERVICES:		P.O. TOTAL:	14992.00
ACCOUNT NO. 001-1510-513.52-20	PROJECT		

PURCHASE REQUISITION NBR: 0000071841

STATUS: PURCHASING APPROVAL
REASON: EOC PC REPLACEMENT

DATE: 7/18/18

DELIVER BY DATE: 8/18/18

SUGGESTED VENDOR: 7736 DELL MARKETING LP

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1 OPTIPLEX 3050 AIO
COMMODITY: COMPUTERS, DP & WORD PROC.
SUBCOMM: WORD PROC. EQUIPMENT

20.00 EA 749.6000 14992.00

REQUISITION TOTAL: 14992.00

ACCOUNT INFORMATION

LINE # ACCOUNT
1 00115105135220 OPERATING SUPPLIES
OPR EQUIPMENT <\$750

PROJECT
100.00 %

AMOUNT
14992.00

14992.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

EOC PC Replacement
Quote# 3000026943250.1
State Contract 4321150-WSCA-15-ACS / WN08AGW
Exp. 03/31/2020
Do NOT mail - ITS will send to vendor

APPROVALS

City Manager: [Signature] Date 7/24/18
Finance Dept: [Signature] Date 7/24/18
Risk Manager: Date
City Attorney: Date



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

Date: 7/18/2018

Requesting Department: ITS

Contact Person: Aaron Burri

Explanation for Purchase:

Replace and upgrade Emergency Operation Center (EOC) computer equipment

Recommended Vendor Dell

Dollar Amount of Purchase \$14,992.00

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: WN08AGW/43211500-WSCA-15-ACS

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

Fund Source for Purchase:

Operating Equipment: 001-1510-513.52-20

Approvals:

Department Head

Date

7/18/18

Purchasing Agent

Date

7/24/18

Asst City Manager

Date

City Manager

Date

7/26/18



A quote for your consideration!

Total: \$14,992.00

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000026943250.1	Jul. 17, 2018	Aug. 16, 2018	16283515

Company name:	Customer number:	Phone:
CITY OF BOYNTON BEACH	861622	(561) 742-6070

Sales rep information:	Billing Information:
Mike Appl	CITY OF BOYNTON BEACH
Mike_Appl@Dell.com	P O BOX 310
(800) 456-3355	100 E BOYNTON BEACH
Ext: 7250424	BLVD
	BOYNTON BEACH
	FL 33425-0310
	US
	(561) 742-6070

Pricing Summary

Item	Qty	Unit Price	Subtotal
Optiplex 3050 AIO	20	\$749.60	\$14,992.00
Subtotal:			\$14,992.00
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$14,992.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$14,992.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Mike Appl

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
BARRY BRANDENBURG	(561) 742-6070	DELL Standard Delivery	BOYNTON BEACH CITY HALL 100 E BOYNTON BEACH BLVD BOYNTON BEACH FL 33435-3899 US

SKU	Description	Qty	Unit Price	Subtotal
	Optiplex 3050 AIO	20	\$749.60	\$14,992.00
	Estimated delivery date: Aug. 1, 2018			
	Contract No: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-AKOL	OptiPlex 3050 AIO XCTO	20	-	-
338-BKYO	Intel Core i5-7500T (QC/6MB/4T/2.7GHz/35W); supports Windows 10/Linux	20	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	20	-	-
630-AAPK	No Productivity Software	20	-	-
370-ADJW	8GB (1x8GB) 2400MHz DDR4	20	-	-
400-ANPO	500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive	20	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	20	-	-
429-AAZD	No Optical Disk Drive	20	-	-
632-BBBJ	CMS Software not included	20	-	-
620-AALW	OS-Windows Media Not Included	20	-	-
575-BBLH	Articulating Easel Stand for OptiPlex 3050AIO	20	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	20	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	20	-	-

817-BBBB	No FGA	20		
329-BDIU	3050 19.5, HDPlus Non Touch with Camera, Integrated Graphics, 35W, External Power	20		
555-BDGO	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth	20		
340-ABJI	No Diagnostic/Recovery CD media	20		
340-BKTW	MOD,PLCMT,QSG,AIO,3050,BCC/DAO	20		
332-1286	US Order	20		
329-BBJL	TPM Enabled	20		
389-BCGW	No UPC Label	20		
389-BLSV	Intel Core i5 Processor Kabylake Label	20		
525-BBCL	SupportAssist	20		
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	20		
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	20		
658-BBRB	Waves Maxx Audio	20		
658-BCUV	Dell Developed Recovery Environment	20		
450-AAHV	US Power Cord	20		
461-AABV	No Accessories	20		
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	20		
389-BRQH	MOD,LBL,REG,JSD2,130,GS,3050AI	20		
340-BKUB	MOD,SHP MTL,STG,EAS,19.5,DAO	20		
389-BBUU	Shipping Label for DAO	20		
631-ABGD	No Out-of-Band Systems Management	20		
450-AGDQ	130W AC Adapter	20		
409-BBCF	No Intel Rapid Start or Smart Connect	20		
387-BBLW	Energy Star	20		
555-BDIO	Intel Dual Band Wireless 8265 (802.11ac) Driver	20		
401-AADF	No Additional Hard Drive	20		
461-AAEI	No Chassis Intrusion Switch	20		

391-BBDM	Non-Touch LCD, Dell OptiPlex AIO	20		
803-8584	Dell Limited Hardware Warranty Plus Service	20		
803-8604	Onsite Service After Remote Diagnosis 3 Years	20		
365-0533	Basic Support Asset Label without Company Name	20	-	
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	20		
817-BBBC	Not selected in this configuration	20		
461-AABV	No Accessories	20	-	

Subtotal:	\$14,992.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$14,992.00

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscop1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

[Skip to Main Content](#)**Department of Management Services**

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [Alternate Contract Source](#) > [Computer Equipment, Peripherals, and Services](#) > Contractors

Computer Equipment, Peripherals, and Services43211500-WSCA-15-ACS

Contractors

Contractor List					
Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Ace Tech Partners	A - Non-Minority	No	No	Yes	Statewide
Apple	A - Non-Minority	No	No	No	Statewide
Ciara	A - Non-Minority	No	No	No	Statewide
Cisco	A - Non-Minority	No	No	Yes	Statewide
CTL	A - Non-Minority	No	No	No	Statewide
Dell	A - Non-Minority	No	No	Yes	Statewide
EMC Corp.	A - Non-Minority	No	No	Yes	Statewide
Firefly	A - Non-Minority	No	No	No	Statewide
Fujitsu	A - Non-Minority	No	No	Yes	Statewide
Hitachi	A - Non-Minority	No	No	No	Statewide
Howard	A - Non-Minority	No	No	No	Statewide
HP Enterprise (Back Office Products)	A - Non-Minority	No	No	Yes	Statewide
HP, Inc. (Front Office Products)	A - Non-Minority	No	No	Yes	Statewide
IBM	A - Non-Minority	No	No	No	Statewide
Lenovo	A - Non-Minority	No	No	Yes	Statewide
Lenovo Global Technology (United States), Inc.	A - Non-Minority	No	No	Yes	Statewide
Microsoft	A - Non-Minority	No	No	Yes	Statewide

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. #: 181204
DATE: 07/26/18

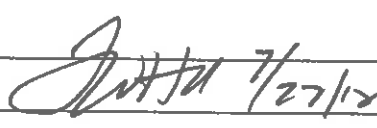
VENDOR 35

TO: JOHNSON CONTROLS SECURITY SOLU
TYCO FIRE & SECURITY MGMT
440 COLUMBIA DR.
WEST PALM BEACH, FL 33409

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71879	ORDERING DEPARTMENT: ENGINEERING/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
1	700.21 DL	COMPANION REC 8CH 2TB MODEL 0832-004 PER THE SOURCEWELL F/K/A NJPA CONTRACT #031517-TIS THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE LOCAL, STATE OR FEDERAL TAXES. CUSTOMER TO PROVIDE POWER AND TELCO COMMUNICATIONS. PRICE INCLUDES A ONE YEAR WARRANTY ON MATERIAL AND LABOR.	1.0000	700.21
2	8.00 EA	COMPANION BULLET LE CAMERA MODEL 0959-001 D/N OUT/READY, HD IR NETWORK 1080P, 2MP WDR	321.3300	2570.64
3	797.74 DL	CDW CRADLEPOINT KIT 600B RGD ROUTER W/CAT4 BUNDLED MODEL 4851967	1.0000	797.74
4	2.00 EA	3' CAT 6 PATCH CABLE MOLDED WHITE WL PC6-WH-03 MODEL 71065403WH	1.8200	3.64
5	1000.00 EA	23-4P STP-CMX SOL BC CAT6E HDPE/PE BLACK JKT DIR BUR 1000' RL MODEL 710648DB	.5100	510.00
6	2545.20 DL	INSTALLATION LABOR, PROGRAMMING & TESTING FOR COMPASS ESTIMATE #1-4YH2CY	1.0000	2545.20
7	20.00 EA	CONDUIT	4.2900	85.80

PROCUREMENT SERVICES:	 7/27/18	P.O. TOTAL:
ACCOUNT NO. 105-3030-519.64-02	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. #: 181204
DATE: 07/26/18

VENDOR 35

TO: JOHNSON CONTROLS SECURITY SOLU
TYCO FIRE & SECURITY MGMT
440 COLUMBIA DR.
WEST PALM BEACH, FL 33409

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71879	ORDERING DEPARTMENT: ENGINEERING/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
8	752.69 DL	2ND YEAR-ANNUAL MAINTENANCE CHARGES ONE-YEAR WARRANTY ON EQUIPMENT AND LABOR WAS INCLUDED FOR FIRST YEAR	1.0000	752.69
9	141.15 EA	DIGITAL KEYPAD SYTEM MODEL SN-DK12	4.0000	564.60
10	230.17 DL	EXTERNAL BATTERY PACK FOR BR1500G MODEL BR24BPG	1.0000	230.17
11	500.00 EA	18-6C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE 30V 500' RL MODEL 1800401	.4300	215.00
12	2789.47 DL	OUTDOOR WP JBOX W/A/C MODEL BW-242410ACE	1.0000	2789.47
13	2.00 EA	PEDESTAL CEO LLC-58" BLACK, STEEL, DUAL MOUNT, GOOSENECK PEDESTAL MODEL 832444	295.2400	590.48
14	4.00 EA	PORTRAIT, 8X10X6, HOUSING, BLACK WRINKLE POWDER OAT MODEL PORTRA-CS-8X10-E	176.0000	704.00
15	20.00 EA	CONDUIT	4.2900	85.80
16	1696.80 DL	INSTALLATION LABOR, PROGRAMMING & TESTING FOR COMPASS ESTIMATE 1-41YEW0L	1.0000	1696.80
17	902.56 DL	2ND YEAR-ANNUAL MAINTENANCE CHARGES ONE-YEAR WARRANTY ON EQUIPMENT & LABOR WAS INCLUDED FOR FIRST YEAR	1.0000	902.56

PROCUREMENT SERVICES:	<i>John 7/26/18</i>	P.O. TOTAL:	15744.80
ACCOUNT NO. 105-3030-519.64-02	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. #: 181204
DATE: 07/26/18

VENDOR 35

TO: JOHNSON CONTROLS SECURITY SOLU
TYCO FIRE & SECURITY MGMT
440 COLUMBIA DR.
WEST PALM BEACH, FL 33409

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 71879	ORDERING DEPARTMENT: ENGINEERING/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
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REMARKS:
INSTALL AUTOMATED GATE @ ROLLING GREEN COMPLEX
PIGGYBACK SOURCEWELL (NJPA) CONTRACT #031517-TIS
THIS PO REPLACES PO #181103



PROCUREMENT SERVICES:	<i>John 7/27/18</i>	P.O. TOTAL:
ACCOUNT NO. 105-3030-519.64-02	PROJECT	

PURCHASE REQUISITION NBR: 0000071879
 STATUS: DEPT APPROVAL
 REASON: INSTALL AUTOMATED GATE @ ROLLING GREEN COMPLEX
 SUGGESTED VENDOR: 35 JOHNSON CONTROLS SECURITY SOLU
 DATE: 7/24/18
 DELIVER BY DATE: 7/25/18

REQUISITION BY: ENGINEERING/GD/AGGA
 SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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ACCOUNT INFORMATION						
LINE #	ACCOUNT	PROJECT			%	AMOUNT
1	10530305196402	MACHINERY AND EQUIPMENT			100.00	700.21
2	10530305196402	GENERAL EQUIPMENT			100.00	2570.64
3	10530305196402	MACHINERY AND EQUIPMENT			100.00	797.74
4	10530305196402	GENERAL EQUIPMENT			100.00	3.64
5	10530305196402	MACHINERY AND EQUIPMENT			100.00	510.00
6	10530305196402	GENERAL EQUIPMENT			100.00	2545.20
7	10530305196402	MACHINERY AND EQUIPMENT			100.00	85.80
8	10530305196402	GENERAL EQUIPMENT			100.00	752.69
9	10530305196402	MACHINERY AND EQUIPMENT			100.00	564.60
10	10530305196402	GENERAL EQUIPMENT			100.00	230.17
11	10530305196402	MACHINERY AND EQUIPMENT			100.00	215.00
12	10530305196402	GENERAL EQUIPMENT			100.00	2789.47
13	10530305196402	MACHINERY AND EQUIPMENT			100.00	590.48
14	10530305196402	GENERAL EQUIPMENT			100.00	704.00
15	10530305196402	MACHINERY AND EQUIPMENT			100.00	85.80
16	10530305196402	GENERAL EQUIPMENT			100.00	1696.80
17	10530305196402	MACHINERY AND EQUIPMENT			100.00	902.56

15744.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

COMMISSION APPROVED ON 04/03/18 TO SIGN INTERLOCAL GRANT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR

APPROVALS
 City Manager [Signature] Date 7/25/18
 Finance Dept. [Signature] Date 7/25/18
 Risk Manager COS good thru 10/1/18
 City Attorney [Signature] Date

PURCHASE REQUISITION NBR: 0000071879

REQUISITION BY: ENGINEERING/GD/AGGA

STATUS: DEPT APPROVAL

SHIP TO LOCATION: PUBLIC WORKS

REASON: INSTALL AUTOMATED GATE @ ROLLING GREEN COMPLEX

DATE: 7/24/18

DELIVER BY DATE: 7/25/18

SUGGESTED VENDOR: 35 JOHNSON CONTROLS SECURITY SOLU

REQUISITION COMMENTS:

\$16,000 OF FUNDING TOWARDS THE COST OF INSTALLING AN INDUSTRIAL, AUTOMATED GATE AT THE CITY'S ROLLING GREEN COMPLEX. THE ESTIMATED COST OF THE PROJECT IS \$35,000 AND THE CITY WILL PROVIDE THE BALANCE OF \$19,000.

NOTE #1: RATES ASSUME THAT NEITHER THE DAVIS BACON ACT ("DBA"), NOR ANY OTHER PREVAILING WAGE ACT APPLIES. IF THIS IS INCORRECT, PLEASE ADVISE IN WRITING BEFORE SUBMITTAL OF THE PURCHASE ORDER AND PROVIDE THE APPLICABLE PREVAILING WAGE DETERMINATION AND WE WILL PROVIDE A REVISED QUOTE.

NOTE #2: THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE LOCAL, STATE OR FEDERAL TAXES.

NOTE #3: CUSTOMER TO PROVIDE POWER AND TELCO COMMUNICATIONS.

NOTE #4: PRICE INCLUDES A ONE YEAR WARRANTY ON MATERIAL AND LABOR.

NOTE #5: PLEASE INCLUDE SOURCEWELL CONTRACT NUMBER 031517-TIS ON YOUR PURCHASE ORDER.

*REPLACING PO 181103 - DUE TO CHANGING SYSTEM FROM A PROX CARD TO A 6 DIGIT KEY PAD.

PURCHASE REQUISITION NBR: 0000071879
 STATUS: DEPT APPROVAL
 REASON: INSTALL AUTOMATED GATE @ ROLLING GREEN COMPLEX
 SUGGESTED VENDOR: 35 JOHNSON CONTROLS SECURITY SOLU
 DATE: 7/24/18
 DELIVER BY DATE: 7/25/18

REQUISITION BY: ENGINEERING/GD/AGGA
 SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
9	DIGITAL KEYPAD SYTEM MODEL SN-DK12 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	141.15	EA	4.0000	564.60	
10	EXTERNAL BATTERY PACK FOR BR1500G MODEL BR24BPG COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	230.17	DL	1.0000	230.17	
11	18-6C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE 30V 500' RL MODEL 1800401 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	500.00	EA	.4300	215.00	
12	OUTDOOR WP JBOX W/A/C MODEL BW-242410ACE COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	2789.47	DL	1.0000	2789.47	
13	PEDESTAL CEO LLC-58" BLACK, STEEL, DUAL MOUNT, GOOSENECK PEDESTAL MODEL 832444 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	2.00	EA	295.2400	590.48	
14	PORTRAIT 8X10X6, HOUSING, BLACK WRINKLE POWDER OAT MODEL PORTRA-CS-8X10-E COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	4.00	EA	176.0000	704.00	
15	CONDUIT COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	20.00	EA	4.2900	85.80	
16	INSTALLATION LABOR, PROGRAMMING & TESTING FOR COMPASS ESTIMATE 1-41YEWOL COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	1696.80	DL	1.0000	1696.80	
17	2ND YEAR-ANNUAL MAINTENANCE CHARGES ONE-YEAR WARRANTY ON EQUIPMENT & LABOR WAS INCLUDED FOR FIRST YEAR COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: GATES,ELECTRIC(CARD READ,	902.56	DL	1.0000	902.56	
REQUISITION TOTAL:					15744.80	

LINE # ACCOUNT
 A C C O U N T I N F O R M A T I O N
 PROJECT
 %
 AMOUNT

PURCHASE REQUISITION NBR: 0000071879
 STATUS: DEPT APPROVAL
 REASON: INSTALL AUTOMATED GATE @ ROLLING GREEN COMPLEX
 SUGGESTED VENDOR: 35 JOHNSON CONTROLS SECURITY SOLU
 DATE: 7/24/18
 DELIVER BY DATE: 7/25/18

REQUISITION BY: ENGINEERING/GD/AGGA
 SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1 COMPANION REC 8CH 2TB MODEL 0832-004
 PER THE SOURCEWELL F/K/A NJPA CONTRACT #031517-TIS
 THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE
 LOCAL, STATE OR FEDERAL TAXES.
 CUSTOMER TO PROVIDE POWER AND TELCO
 COMMUNICATIONS.

PRICE INCLUDES A ONE YEAR WARRANTY ON MATERIAL AND
 LABOR.
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

2 COMPANION BULLET LE CAMERA MODEL 0959-001
 D/N OUT/READY, HD IR NETWORK 1080P, 2MP WDR
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

3 CDW CRADLEPOINT KIT 600B RGD ROUTER W/CAT4 BUNDLED
 MODEL 4851967
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

4 3' CAT 6 PATCH CABLE MOLDED WHITE WL PC6-WH-03
 MODEL 71065403WH
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

5 23-4P STP-CMX SOL BC CAT6E HDPE/PE BLACK JKT DIR
 BUR 1000' RL
 MODEL 710648DB
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

6 INSTALLATION LABOR, PROGRAMMING & TESTING
 FOR COMPASS ESTIMATE #1-4YH2CY
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

7 CONDUIT
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,

8 2ND YEAR-ANNUAL MAINTENANCE CHARGES
 ONE-YEAR WARRANTY ON EQUIPMENT AND LABOR WAS
 INCLUDED FOR FIRST YEAR
 COMMODITY: EQUIP MAINT & REPAIR SERV
 SUBCOMMOD: GATES,ELECTRIC(CARD READ,



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

Date: 7/24/2018

Requesting Department: PW/Engineering

Contact Person: Gary Dunmyer

Explanation for Purchase:

Install automated gate at Rolling Green Complex via the Interlocal Agreement between the City and Solid Waste Authority of Palm Beach County & Commission Approval on 04/03/18

**Replacing PO# 181103 dated 6/22/18*

Recommended Vendor Johnson Controls

Dollar Amount of Purchase 15,744.80

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: NJPA Contract #031517-TIS

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

Fund Source for Purchase:

105-3030-519-64-02

Approvals:

Department Head *[Signature]*

Date 7/24/18

Purchasing Agent *[Signature]*

Date 7/25/18

Asst City Manager *[Signature]*

Date 7/25/18

City Manager *[Signature]*

Date 7/25/18



Johnson Controls Security Solutions, LLC
Government Technologies



CONTRACT #031517-TIS

Authorized Sourcewell (formerly NJPA)
Schedule Price Quote

For Billing/Invoice questions - 1-800-428-7124
option 5
For Service/Technical questions - 1-800-428-7124
option 3

City of Boynton Beach
Nw 4th St And Nw 14th C
Boynton Beach FL 33435
Sourcewell Member #21407

Return Purchase Order & Proposal
to the Local Account Manager.
Thank you!

Local Account Mgr: Nathan Gallin
Local Account Mgr Phone: 1-561-207-3535
Local Account Mgr Email: Nate.gallin@jci.com
JCSS Program Mgr: Jeffrey Cappel
JCSS Mgr Phone: 571-213-0842
JCSS Mgr Email: jeffrey.cappel@jci.com
Proposal Date: 07/17/18
Proposal Name: AxisCompanion
Compass Estimate #: 1-41YH2CY
Proposal Expires: 10/15/18

Proposal Prepared by:
Linda Jones (gk)
SLG Sales Support
100 Chestnut St., 16th Floor
Rochester, NY 14604
Phone: 585-613-8266
linda.jones@jci.com

Installation Charges:

Sourcewell Schedule Products	\$4,582.23 (A)
Sourcewell Installation Labor	\$2,545.20 (B)
Sourced or "Open Market" Goods	\$85.80 (C)

Installation Charge Summary:

\$7,213.23

Annual Services:

Sourcewell Service 2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)

\$752.69 (D)

Annual Service Charge Summary:

\$752.69

Additional Notes:

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

Note #4: Price includes a One Year Warranty on Material and Labor.

Note #5: Please include Sourcewell Contract Number 031517-TIS on your Purchase Order.



City of Boynton Beach
Boynton Beach FL 33435



Qty.	Model	Description	Sourcewell Net Price	
			Each	Extended

1	0832-004	COMPANION REC 8CH 2TB	\$700.21	\$700.21
8	0959-001	COMPANION BULLET LE CAMERA D/N OUT/READY, HD IR NETWORK 1080P, 2MP WDR	\$321.33	\$2,570.64
1	4851967	CDW CRADLEPOINT KIT 600B RGD ROUTER W/CAT4 BUNDLED	\$797.74	\$797.74

SOURCEWELL CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

2	71065403WH	3' CAT 6 PATCH CABLE MOLDED WHITE WL PC6- WH-03	\$1.82	\$3.64
1000	710648DB	23-4P STP-CMX SOL BC CAT6E HDPE/PE BLACK JKT DIR BUR 1000' RL	\$0.51	\$510.00

Sourced OR "Open Market" Goods

OPEN MARKET ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

20	Conduit	Conduit	\$4.29	\$85.80 (C)
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SOURCEWELL Installation Labor

Installation Labor, Programming and Testing \$2,545.20 (B)

Total			\$7,213.23	
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* 4,582.23(A)



Johnson Controls Security Solutions, LLC
Government Technologies

CUSTOMER	City of Boynton Beach
SHIP TO ADDRESS	Nw 4th St And Nw 14th C
ATTN	
CITY/STATE	Boynton Beach FL 33435
TOTAL INSTALLATION CHARGES	\$7,213.23
TOTAL ANNUAL CHARGES	\$752.69
TOTAL CREDIT CARD CHARGE	\$7,965.92

Credit Card Information:

Cardholder's Name

Telephone Number

Fax Number

Credit Card Number

Expiration Date:

Tax Exempt Number:

Signature

Please complete bill to address information if separate from shipping address.

Bill to:

SOURCEWELL Contract 031517-TIS terms and conditions apply to this purchase.



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule — May 2018

Supplier / Manufacturer	Model Number	Item Description	NJPA Sell Price
ANIXTER INC.AXIS	0799-004	Q6128-E PTZ DOME IP CAMERA, 25 FTP @ 3840X2160, 4K, 12X, DN, DEFOG, IP66	\$3,820.97
ANIXTER INC.AXIS	0801-001	Q3708-PVE FIXED DOME CAMERA 180-DEG MULTISENSOR VR IK10 3XQHD 15MP 4 3	\$2,180.51
ANIXTER INC.AXIS	0802-001-A	M3044-V ULTRA-COMPACT CAMERA MINI-DOME DUST/VR H264/JPEG 720P@30FPS WDR	\$228.45
ANIXTER INC.AXIS	0803-004	M3044-WV DOME CAMERA	\$249.79
ANIXTER INC.AXIS	0804-001	M3045-V ULTRA-COMPACT CAMERA MINI-DOME DUST/VR H264/JPEG 1080P@30FPS WDR	\$308.82
ANIXTER INC.AXIS	0804-06T-LC	DESKTOP RECORDER, 4 IP CAMERAS LIC.(16 MAX) AND 8 ANALOG AT 30 FPS	\$2,646.28
ANIXTER INC.AXIS	0805-004	M3045-WV DOME CAMERA	\$326.15
ANIXTER INC.AXIS	0806-001	M3046-V ULTRA-COMPACT CAMERA MINI-DOME DUST/VR H264/JPEG 4MP@30FPS WDR	\$423.62
ANIXTER INC.AXIS	0808-001	M3047-P INDOOR FIXED MINI DOME 6 MP SENSOR FIXED LENS	\$530.49
ANIXTER INC.AXIS	0812-004	SMALL CUBE CAMERA, D/N, 2.8MM/110 HFOV, IR/10M 33FT, MAX 1080P AT 30FPS	\$261.65
ANIXTER INC.AXIS	0815-001	P3707-PE FLEXIBLE CAMERA MULTISENSOR 4X1080P 12.5/15FPS OR 4X720P FULL FRAME	\$1,376.47
ANIXTER INC.AXIS	0820-001	A9188 IP I/O RELAY MODULE	\$549.75
ANIXTER INC.AXIS	0821-001	A9161 IP I/O RELAY MODULE	\$284.50
ANIXTER INC.AXIS	0824-001	Q8741-LE 35MM 30FPS 24V PTZ OUT, HDTV 1080P IP66, THERMAL SENSOR 384X288	\$11,310.11
ANIXTER INC.AXIS	0828-001	Q8742-E 35MM 30 FPS PTZ CAMERA 24V, IP66, NEMA 4X 640X480 RESOLUTION	\$14,703.47
ANIXTER INC.AXIS	0831-001	A9188-VE NETWORK I/O RELAY MODULE	\$912.91
ANIXTER INC.AXIS	0832-004	COMPANION REC 8CH 2TB	\$700.21
ANIXTER INC.AXIS	0835-041	XF40-Q1765 CSA EXPLOSION 316L SS CAMERA, CERT. 1410-15-00 OXALIS, 18X, D/N	\$8,034.92
ANIXTER INC.AXIS	0835-051	XF40-Q1765-60C CSA EXPLOSION 316L CAMERA, CERT. 1410-15-00 OXALIS, 18X, D/N	\$8,723.73
ANIXTER INC.AXIS	0836-041	XP40-Q1765 CSA EXPLOSION 316L SS CAMERA, 1410-25/2420-01 OXALIS, 18X, D/N	\$20,089.00
ANIXTER INC.AXIS	0836-051	XP40-Q1765-60C CSA EXPLOSION 316L CAMERA, 1410-25/2420-01 OXALIS, 18X, D/N	\$21,237.02
ANIXTER INC.AXIS	0865-001	M3104-L MINI DOME CAMERA, D/N COMPACT, INDOOR DN, BUILT-IN IR MAX HDTV 720P WDR	\$271.61
ANIXTER INC.AXIS	0866-001	M3104-LVE MINI DOME CAMERA, DN VANDAL-RESISTANT, OUTDOOR READY IR, WDR, FIXED LENS	\$326.15
ANIXTER INC.AXIS	0867-001	M3105-L MINI DOME CAMERA, DN VIDEO MOTION DETECTION, FIXED IR ILLUMINATION, WD	\$347.97
ANIXTER INC.AXIS	0868-001	M3105-LVE MINI DOME CAMERA, DN VANDAL-RESISTANT, OUTDOOR READY IR ILLUMINATION+WD	\$402.51
ANIXTER INC.AXIS	0872-001	Q3505-V 9MM MKII DOME CAMERA IN, VANDAL, FORENSIC, REMOTE ZF	\$1,089.71
ANIXTER INC.AXIS	0873-001	Q3505-V 22MM MKII DOME CAMERA OUT, VANDAL, FORENSIC, REMOTE ZF, ROBUST	\$1,198.79



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule --- May 2018

Supplier / Manufacturer	Model Number	Item Description	NJPA Sell Price
ANIXTER INC.AXIS	0924-001	IP CAMERA, SENSOR UNIT, 720P 102DEG ZIPSTREAM, MICROSD	\$326.15
ANIXTER INC.AXIS	0925-001	P1264 IP CAMERA, HDTV 720P HDTV 720P AND 57-DEG H FOV ZIPSTREAM	\$326.15
ANIXTER INC.AXIS	0926-001	P1245 MINIATURE HDTV CAMERA MODULAR, WDR, 1080P 111 DEG FOV, POE	\$383.45
ANIXTER INC.AXIS	0927-001	P1265 IP CAMERA HD 1080P POE PINHOLE SENSOR, MULT STREAM 91DEG FOV, WDR, MO	\$394.76
ANIXTER INC.AXIS	0928-001	P1275 MINIATURE DOME CAMERA MODULAR, VF HDTV, 1080P 53-99 DEG FOV, POE	\$428.70
ANIXTER INC.AXIS	0929-001	P5635-E MK II HDTV1080P CAMERA PTZ, 30X, FOCUS RECALL	\$2,180.51
ANIXTER INC.AXIS	0932-001	P5624-E MK II HDTV 720P CAMERA PTZ, 32X, FOCUS RECALL	\$1,744.19
ANIXTER INC.AXIS	0934-004	Q6155-E CAMERA, HI PTZ INSTANT LASER FOCUS	\$3,489.47
ANIXTER INC.AXIS	0936-001	F44 DUAL AUDIO INPUT MAIN UNIT	\$627.27
ANIXTER INC.AXIS	0943-001	Q6055-C 60HZ NETWORK CAM PTZ HDTV 1080P, 32X ZOOM ZIPSTREAM IP66, OUTDOOR READ	\$4,683.33
ANIXTER INC.AXIS	0945-001	Q6055-S 60HZ OUT PTZ DOME CAM D/N HDTV 1080P 32X ZOOM IK10 SS, PRESSURIZED 5P	\$4,698.68
ANIXTER INC.AXIS	0950-001	P3224-V MK II DOME CAMERA 720P VF LENS, FORENSIC, ZIPSTREAM, IK08	\$544.31
ANIXTER INC.AXIS	0952-001	P3225-V MK II DOM CAMERA 1080P VF LENS, FORENSIC, ZIPSTREAM, IK08	\$653.39
ANIXTER INC.AXIS	0953-001	P3225-VE MK II DOME CAMERA, VF LENS, 1080P, WDR, FORENSIC, ZIPSTREAM, IK10	\$817.01
ANIXTER INC.AXIS	0954-001	P3225-LV MK II DOME CAMERA, VF LENS, 1080P, WDR, FORENSIC ZIPSTREAM	\$762.47
ANIXTER INC.AXIS	0955-001	P3225-LVE MK II DOME CAMERA,VF LENS, 1080P, WDR, FORENSIC ZIPSTREAM, IK10	\$926.09
ANIXTER INC.AXIS	0955-001-FB	P3225-LVE MK II DOME CAMERA,VF LENS, 1080P, WDR, FORENSIC ZIPSTREAM, IK10	\$917.16
ANIXTER INC.AXIS	0959-001	COMPANION BULLET LE CAMERA D/N OUT/READY, HD IR NETWORK 1080P, 2MP WDR	\$321.33
ANIXTER INC.AXIS	0960-001	P1425-LE MK II CAMERA	\$707.93
ANIXTER INC.AXIS	0961-001	P1405-LE MK II CAMERA	\$653.39
ANIXTER INC.AXIS	0973-001	Q1941-E PT MOUNT 7MM 30 FPS	\$3,198.02
ANIXTER INC.AXIS	0974-001	Q1941-E PT MOUNT 13MM 30 FPS	\$3,198.02
ANIXTER INC.AXIS	0975-001	Q1941-E PT MOUNT 35MM 30 FPS	\$4,340.57
ANIXTER INC.AXIS	0977-001	Q1941-E PT MOUNT 60MM 30 FPS	\$6,054.41
ANIXTER INC.AXIS	0979-001	Q1941-E PT MOUNT 19MM 30 FPS	\$3,198.02
ANIXTER INC.AXIS	0981-001	Q1942-E PT MOUNT 10MM 30 FPS	\$5,711.63
ANIXTER INC.AXIS	0983-001	Q1942-E PT MOUNT 19MM 30 FPS	\$5,711.63
ANIXTER INC.AXIS	0985-001	Q1942-E PT MOUNT 35MM 30 FPS	\$6,854.20
ANIXTER INC.AXIS	0987-001	Q1942-E PT MOUNT 60MM 30 FPS	\$8,568.03
ANIXTER INC.AXIS	0988-001	M2025-LE BLACK CAMERA, FIXED OUTDOOR-READY, BUILT-IN IR	\$358.87



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule — May 2018

Supplier Manufacturer	Model Number	Item Description	NJPA Sell Price
BURGESS COMPUTE.	WD60PURZ	HARD DRIVE - 6TB - INTERNAL 3.5 SATA	\$337.25
BURGESS COMPUTE.	WD80PURZ	HARD DRIVE - 8TB - INTERNAL 3.5 SATA	\$479.25
BYTRONICS.	839056	ELECTRICAL, MISCELLANEOUS; PROM 82S126AN	\$28.91
CDW COMPUTERS.	1938	C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY	\$4.21
CDW COMPUTERS.	21726	CABLES TO GO KEYBOARD MOUSE GENDER CHANGER	\$10.32
CDW COMPUTERS.	4847914	CDW SPARE CRADLEPOINT WIRELESS ROUTER COR IBR600B	\$625.65
		WWAN-802.11B/C/N DESKTOP	
CDW COMPUTERS.	4851967	CDW CRADLEPOINT KIT 600B RGD ROUTER W/CAT4 BUNDLED	\$797.74
CDW COMPUTERS.	A3H982-50	VGA SVGA MNTR CBL WITH COAX HDDB15M/HDDB15M 50 FT SH	\$85.09
CDW COMPUTERS.	DUB-E100	HARDWARE; USB TO ETHERNET ADAPTER FOR SWVIDEOVIEW (INGRAM MICRO)	\$42.34
CDW COMPUTERS.	INTERNETOFFICE30	VIDEO, VCR, DVMRE; OBSERVATION 3 OUTLET UPS WITH 15 MIN BACK UP AND SURGE PROTE	\$115.57
CDW COMPUTERS.	P502-050	TRIPP LITE 50 FT PREMIUM SVGA OR VGA RGB COAX MONITOR	\$57.61
		CABLE HB15 M/M 50 FT	
CDW COMPUTERS.	PS2IAC-7	AVOCENT 7 CAT5 INTEGRATED ACCESS CABLE	\$76.04
CDW COMPUTERS.	USBIAC-7	AVOCENT 7FT CAT5 USB INTEGRATED ACCESS CABLE	\$66.37
CDW COMPUTERS.	USR5686G	USROBOTICS 56K U SERIAL CTRL FAX MODEM	\$168.83
CI3.	AA1020	ACCESS SENTRY LAN SOFTWARE PKG	\$1,777.39
CI3.	AA1042	ACCESS SENTRY; PHOTO CAPTURE SOFTWARE & USB HARDWARE	\$364.37
CI3.	AA1044	ACCESS SENTRY; OCR DRIVERS LICENSE SOFTWARE W/SCANNER	\$622.09
CI3.	AA1046	ID BAR CODE SCANNER SOFTWARE - MUST ORDER AA1020	\$444.35
		ACCESS SENTRY LAN SOFTWARE PKG.	
CI3.	AA1069	ACCESS SENTRY; USB 4 PORT HUB	\$106.60
CI3.	AA1070	ACCESS SENTRY; BADGE PRINTER (SERIAL OR USB PORT)	\$277.27
CI3.	AA1082	ACCESS SENTRY; DYMO ADHESIVE PAPER BADGES W/CLIP HOLE 250/ROLL	\$31.47
CI3.	AA1084	ACCESS SENTRY; DYMO TIME EXPIRING STOP SIGN NON-ADHESIVE BADGES 250/ROLL	\$53.51
CI3.	AA1086	ACCESS SENTRY; PVC HARD CARDS	\$35.38
CLICK-IT.	1PPOE01	CAMERA POE POWER SPLITTER W PATCH CBL 3FT AND 1FT LOW VOLTAGE	\$37.99
CLICK-IT.	3200-UL01-2360	H.264 MEGAPIXEL INDOOR FISHEYE IP CAMERA	\$1,331.25
CLICK-IT.	4050-1000-3000	EMBEDDED DVR MINI DESKTOP 16CH ANALOG 1TB 60FPS TOTAL	\$3,368.16
CLICK-IT.	6784-4060-7000	HVR 4U 48CH ANALOG 12IP 4TB FIELD EXPANDABLE TO 6TB 960FPS TOTAL	\$14,752.36
CLICK-IT.	7005-2000-0000	SMARTCAM XI PROLINE NVR 16-IP CH 2TB DVDRW KYBRD/MSE WIN7 GOODWILL	\$6,643.89
CLICK-IT.	7007-4060-0000	NVR 4U 32CH IP 4TB FIELD EXPANDABLE TO 6TB	\$7,465.05
CLICK-IT.	732-02T00-000E	CLICKIT HVR 2TB 8 ANALOG/4IP CH KYBRD/MSE	\$5,525.89
CLICK-IT.	7500-0000-01	ANALOG/IP CAMERA LICENSE	\$121.69
CLICK-IT.	7500-00-01	CLICKIT 1 CAMERA LICENSE	\$133.30



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule --- May 2018

Model Number	Item Description	NJPA Sell Price
PAIGE ELECT. 46224PRYWB	GameChanger 22/4PR RISER YLW W/2 BLK STR NETWORK-CCTV	\$0.31
PAIGE ELECT. 46GK1000	S34 OUTDOOR SECURITY CABLE GATE SYSTEM W/10' FOOT TAIL	\$93.74
PAIGE ELECT. 5514023B1	14/2c STR OAS CL3P/FPLP RED 1KBOX	\$0.32
PAIGE ELECT. 5514023B5	14/2c STR OAS CL3P/FPLP RED 500' BOX	\$0.32
PAIGE ELECT. 5U14023B1	14/2c STR CL3P/FPLP RED 1K BX	\$0.26
PAIGE ELECT. 5U14023B5	14/2c STR CL3P/FPLP RED 500'BX	\$0.26
PAIGE ELECT. 5U16023B1	16/2c STR CMP/FPLP RED 1K BOX	\$0.19
PAIGE ELECT. 5U16023B5	16/2c STR CMP/FPLP RED 500' BX	\$0.19
PAIGE ELECT. 5U16043B1	16/4c STR CMP/FPLP RED 1K BOX	\$0.28
PAIGE ELECT. 5U16043B5	16/4c STR CMP/FPLP RED 500' BX	\$0.28
PAIGE ELECT. 7100028C	ezEX44 CONNECTORS 50/CLAMSHELL	\$50.67
PAIGE ELECT. 7100061C	EXO CRIMP FRAME W/EXO-EX DIE CLAMSHHELL PACK	\$132.40
PAIGE ELECT. 71054410YWB	RJ45 CAT 5e Booted 24/4pr, STR, Unshielded, CM, Non-Plenum, Yellow, 10' Patch Ca	\$11.25
PAIGE ELECT. 710550GP	CAT 5e 24/25pr, SOL, Unshielded, DB, Outdoor, Black, 1000' Reel	\$2.87
PAIGE ELECT. 710636WHL	23/4pr SOL CAT6 CMP WHT 500'BX	\$0.38
PAIGE ELECT. 71065403OR	3' CAT 6 PATCH CABLE MOLDED ORANGE WL PC6-OR-03	\$1.82
PAIGE ELECT. 71065403WH	3' CAT 6 PATCH CABLE MOLDED WHITE WL PC6-WH-03	\$1.82
PAIGE ELECT. 71065405OR	5' CAT 6 PATCH CABLE MOLDED ORANGE WL PC6-OR-05	\$3.39
PAIGE ELECT. 71065407OR	7' CAT 6 PATCH CABLE MOLDED ORANGE WL PC6-OR-07	\$4.09
PAIGE ELECT. 71065410OR	10' CAT 6 PATCH CABLE MOLDED ORANGE WL PC6-OR-10	\$5.46
PAIGE ELECT. 71065410WH	10' CAT 6 PATCH CABLE MOLDED WHITE WL PC6-WH-10	\$5.46
PAIGE ELECT. 71065425WH	25FT CAT6 PATCH CABLE W/BOOTS WHITE	\$11.08
PAIGE ELECT. 71202044J	EZEX44 CONNECTOR 100/JAR	\$107.23
PAIGE ELECT. 71636WH300	RJ45-RJ45 BOOTED CAT 6 PLENUM ASSEMBLY 300 FEET WHITE	\$202.89
PAIGE ELECT. 740095200A	.22/4C X 200' CM WHITE COIL BAG	\$0.12
PAIGE ELECT. 741095C	BUCKSAVER WIRELESS COLD WEATHER ACCESSORY KIT	\$34.01
PAIGE ELECT. 741095S3	S3 BUCKSAVER WIRELESS SECURITYTRANSMITTER DEVICE	\$356.21
PAIGE ELECT. 741802P10C	18/2c SOL LOWCAP CMP 1000' 871802P10C	\$1.18
PAIGE ELECT. 741802PL	18/2c, STR, Unshielded, CMP, Plenum, White, 1000' Reel	\$0.19
PAIGE ELECT. 741802PL27	18/2C STR CMP WHITE 250FT RL	\$0.17
PAIGE ELECT. 741802PL-L	18/2c, STR, Unshielded, CMP, Plenum, White, 500' Reel	\$0.18
PAIGE ELECT. 741802PLL7	18/2C STR CMP WHITE 500FT RL USING EACH UOM	\$0.17
PAIGE ELECT. 742180210C	18/2c STR OAS CL3R/CMR GRAY 1000' 82180210C	\$0.71
PAIGE ELECT. 742180310C	18/3c STR OAS CL3R/CMR GRAY 1000' 82180310C	\$0.98
PAIGE ELECT. 742220210C	22/2c STR OAS CL3R/CMR GRAY 1000' 82220210C	\$0.34
PAIGE ELECT. 742220250C	22/2c STR OAS CL3R/CMR GRAY 500' 82220250C	\$0.34
PAIGE ELECT. 742220350C	22/3c STR OAS CL3R/CMR GRAY 500' 82220350C	\$0.50
PAIGE ELECT. 742220650C	22/6c STR OAS CL3R/CMR GRAY 500' 82220650C	\$0.85
PAIGE ELECT. 742221050C	22/12c STR OAS CL3R/CMR GRAY 500' 82221250C	\$1.58
PAIGE ELECT. 742222050C	22/20c STR OAS CL3R/CMR GRAY 500' 82222050C	\$2.45
PAIGE ELECT. 743101MP	RG59 SBC+18/2 STR CMP PURPLE 1000FT REEL	\$0.59
PAIGE ELECT. 747180210C	18/2C SOL LOWCAP FPL/CM 1000' 87180210C	\$0.58
PAIGE ELECT. 747180250C	18/2c SOL LOWCAP FPL/CM 500' 87180250C	\$0.58



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule -- May 2018

Manufacturer	Model Number	Item Description	NJPA Sell Price
ANIXTER INC.WIRE	710636BL	23-4P UTP-CMP SOL BC CAT6 FRPO/FEP/FRLSPVC BLUE 1000FT BOXES	\$0.47
ANIXTER INC.WIRE	710636BL03	CBL ASSY MOD D/E 24-4PR STRANDED CAT6 568A/B 3FT BLUE W/BOOTS	\$8.62
ANIXTER INC.WIRE	710636PR	23-4P UTP-CMP SOL BC CAT6 2413 FEP/LSPVC VIOLET 1000FT BOXES	\$0.47
ANIXTER INC.WIRE	710636WH	23-4P UTP-CMP SOL BC CAT6 2413 FEP/LSPVC WHITE 1000FT BOXES	\$0.47
ANIXTER INC.WIRE	710636YW	23-4P UTP-CMP SOL BC CAT6 2413 FEP/LSPVC YELLOW 1000FT BOXES	\$0.47
ANIXTER INC.WIRE	710648DB	23-4P STP-CMX SOL BC CAT6E HDPE/PE BLACK JKT DIR BUR 1000' RL	\$0.51
ANIXTER INC.WIRE	710648PR	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC VIO 1000' BOXES	\$0.23
ANIXTER INC.WIRE	71536100BL	CAT5E PATCH CORD PLENUM RJ45 TO RJ45 BLUE 100' COIL	\$57.46
ANIXTER INC.WIRE	7153650BL	CAT5E PATCH CORD PLENUM RJ45 TO RJ45 BLUE 50' COIL	\$31.58
ANIXTER INC.WIRE	71548100BL	CAT5E PATCH CORD RJ45 TO RJ45 BLUE 100' COIL	\$45.26
ANIXTER INC.WIRE	7154850BL	CAT5E PATCH CORD RJ45 TO RJ45 BLUE 50' COIL	\$24.01
ANIXTER INC.WIRE	740038P	16-1P + 19-1P SOL BC LSPVC LSPVC JKT VIO 500' RL SPL PRT CMP/FPLP 300V 60C	\$0.37
ANIXTER INC.WIRE	740044A	18-2C STR BC FRPVC FOIL SHD FRPVC JKT GRN CMP/FPLP 75C 1000' BOX	\$0.20
ANIXTER INC.WIRE	740045A	18-2C STR BC FRPVC FOIL SHD FRPVC JKT ORG CMP/FPLP 75C 1000' BOX	\$0.20
ANIXTER INC.WIRE	740049A	18-4C STR BC FRPVC FOIL SHD FRPVC JKT GRY CMP/FPLP 75C SPL CC 1000' REEL	\$0.34
ANIXTER INC.WIRE	740051PR	18-6C STR BC FRPVC FOIL SHD FRPVC JKT VIO CMP/FPLP 75C 500' REELS	\$0.46
ANIXTER INC.WIRE	740053-250	18-12C STR BC FRPVC FOIL SHD FRPVC JKT YEL CMP/FPLP 75C 250' REEL	\$0.99
ANIXTER INC.WIRE	740065-250	18-12C STR BC PVC FOIL SHD PVC JKT YEL CMR/FPLR 75C SPL CC 250' REEL	\$0.86
ANIXTER INC.WIRE	740138B	16-1P + 19-1P SOL BC LSPVC LSPVC JKT BLK CMP/FPLP SPL PRT300V 60C 1000' RL	\$0.33
ANIXTER INC.WIRE	740138BL	16-1P + 19-1P SOL BC LSPVC LSPVC JKT BLK CMP/FPLP SPL PRT300V 60C 500' RL	\$0.33
ANIXTER INC.WIRE	740160M	RG59 20 SOL BC FPE 95% BC BRD SHD PVC JKT CMR CCTV 75 OHM BLK 1000' REEL	\$0.23
ANIXTER INC.WIRE	740202-L	18-4C SOL BC PVC PVC JKT RED FPLR/CMR 75C SPL CC 500' BOX	\$0.28
ANIXTER INC.WIRE	740203-L	14-2C SOL BC PVC PVC JKT RED FPLR/CL3R 75C 500' BOXES	\$0.29
ANIXTER INC.WIRE	740204-L	14-2C SOL BC PVC FOIL SHD PVC JKT RED FPLR/CL3R 75C 500' REELS	\$0.38



Johnson Controls Security Solutions, LLC
Government Technologies



CONTRACT #031517-TIS

For Billing/Invoice questions - 1-800-428-7124
option 5
For Service/Technical questions - 1-800-428-7124
option 3

City of Boynton Beach
Nw 4th St And Nw 14th C
Boynton Beach FL 33435
Sourcewell Member #21407

Authorized Sourcewell (formerly NJPA)
Schedule Price Quote

Return Purchase Order & Proposal
to the Local Account Manager.
Thank you!

Local Account Mgr: Nathan Galin
Local Account Mgr Phone: 1-561-207-3535
Local Account Mgr Email: Nate.galin@jcl.com
JCSS Program Mgr: Jeffrey Cappel
JCSS Mgr Phone: 571-213-0842
JCSS Mgr Email: jeffrey.cappel@jcl.com
Proposal Date: 07/17/18
Proposal Name: Rolling Green Solid Waste Dumpster - Kantech
Compass Estimate #: 1-41YEWOL
Proposal Expires: 10/15/18

Proposal Prepared by:
Linda Jones (gk)
SLG Sales Support
100 Chestnut St., 18th Floor
Rochester, NY 14604
Phone: 585-613-9266
linda.jones@jcl.com

Installation Charges:

Sourcewell Schedule Products	\$1,009.77 (B)
Sourcewell Installation Labor	\$1,696.80 (A)
Sourced or "Open Market" Goods	\$4,169.75 (C)

Installation Charge Summary: \$6,876.32

Annual Services:

Sourcewell Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$902.56 (D)
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Annual Service Charge Summary: \$902.56

Additional Notes:

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

Note #4: Price Includes a One Year Warranty on Material and Labor.

Note #5: Please include Sourcewell Contract Number 031517-TIS on your Purchase Order.



City of Boynton Beach
Boynton Beach FL 33435



Qty.	Model	Description	Sourcewell Net Price	
			Each	Extended
4	SN-DK12	DIGITAL KEYPAD SYSTEM	\$141.15	\$564.60
1	BR24BPG	EXTERNAL BATTERY PACK FOR BR1500G	\$230.17	\$230.17

SOURCEWELL CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

500	180040L	18-6C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE30V 500' RL	\$0.43	\$215.00
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Sourced OR "Open Market" Goods				
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1	BW-242410ACE	Outdoor WP Jbox with A/C	\$2,789.47	\$2,789.47
2	832444	PEDESTAL CEO LLC - 58" BLACK, STEEL, DUAL MOUNT, GOOSENECK PEDESTAL	\$295.24	\$590.48
4	PORTRA-CS-8X10-E	PORTRAIT, 8X10X6, HOUSING, BLACK WRINKLE POWDER COAT	\$176.00	\$704.00

OPEN MARKET ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

20	Conduit	Conduit	\$4.29	\$85.80
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SOURCEWELL Installation Labor

Installation Labor, Programming and Testing

\$1,696.80 (A)

Total			\$6,876.32	
-------	--	--	------------	--



Johnson Controls Security Solutions, LLC
Government Technologies

CUSTOMER	City of Boynton Beach
SHIP TO ADDRESS	Nw 4th St And Nw 14th C
ATTN	
CITY/STATE	Boynton Beach FL 33435
TOTAL INSTALLATION CHARGES	\$6,876.32
TOTAL ANNUAL CHARGES	\$902.56 (D)
TOTAL CREDIT CARD CHARGE	\$7,778.88

Credit Card Information:

Cardholder's Name

Telephone Number

Fax Number

Credit Card Number

Expiration Date:

Tax Exempt Number:

Signature

Please complete bill to address information if separate from shipping address.

Bill to:

SOURCEWELL Contract 031517-TIS terms and conditions apply to this purchase.



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule --- May 2018

Supplier/Manufacturer	Model Number	Item Description	NJPA Sell Price
HONEYWELL.ADI	SK-SD505DTSK	DUCT DETECTOR TEST SWITCH	\$77.63
HONEYWELL.ADI	SK-SD505DUCT	ADDR DUCT HSG W/SD505APS	\$197.80
HONEYWELL.ADI	SK-SD505HEAT	HOCHIKI - HEAT ANALOG SENSOR	\$66.88
HONEYWELL.ADI	SK-SD505PHOT	ADDRESSABLE PHOTO SENSOR	\$73.95
HONEYWELL.ADI	SK-SK4	4 ZONE PANEL SKU (DOMESTIC)	\$505.15
HONEYWELL.ADI	SL-E931S35RR	35' OUTDR/INDR GATE BM	\$78.06
HONEYWELL.ADI	SL-E941S600Z	Z-BRACKET FOR E941SA600	\$64.61
HONEYWELL.ADI	SL-E941SA600	600LB MAGLOCK	\$105.68
HONEYWELL.ADI	SL-E96224B25	CRTN SNSR 4 BEAMS 22"25'OTDR	\$105.68
HONEYWELL.ADI	SL-E96446B25	CRTN SNSR 6 BM 44" 25'OTDR RNG	\$132.58
HONEYWELL.ADI	SL-SD962A36G	ANSI A 156.3 EXIT BAR	\$288.22
HONEYWELL.ADI	SL-SL126A	SL126QA STRB 5-14V"U"TYPE AMBR	\$21.07
HONEYWELL.ADI	SL-SL126B	SL126QB STRB 5-14V "U"TYPE BLU	\$21.07
HONEYWELL.ADI	SL-VC3BAQ	BNC TO VGA CONVERTER 1280X1024	\$136.42
HONEYWELL.ADI	SN-AQD58F8R	ACCU 5/3A 12/24VDC PWRSUP8F8R	\$374.35
HONEYWELL.ADI	SN-ASB32BK	ALUM SPACER BRKT MOD 32 BLACK	\$45.23
HONEYWELL.ADI	SN-ASB32CL	ALUM SPACER BRKT MOD 32 CLEAR	\$34.32
HONEYWELL.ADI	SN-ASB62BK	ALUM SPACER BRKT MOD 62 BLACK	\$46.78
HONEYWELL.ADI	SN-ASB62CL	ALUM SPACER BRKT MOD 62 CLEAR	\$34.32
HONEYWELL.ADI	SN-BAXDT12	EXT DLY TIMER BOX W/KEY 12VDC	\$187.17
HONEYWELL.ADI	SN-BAXDT24	EXT DLY TIMER BOX W/KEY 24VDC	\$187.17
HONEYWELL.ADI	SN-BPS121	POWER SUPPLY 12VDC 1AMP	\$174.70
HONEYWELL.ADI	SN-BPS1215	POWER SUPPLY 12VDC 15AMP	\$904.67
HONEYWELL.ADI	SN-BPS1245	POWER SUPPLY 12VDC 4.5AMP	\$548.25
HONEYWELL.ADI	SN-BPS126	CAPACITY 12"X15"X4" 6AMP PWR S	\$606.77
HONEYWELL.ADI	SN-BPS129	CAPACITY 15"X18"X4" 9AMP	\$733.61
HONEYWELL.ADI	SN-BPS241	POWER SUPPLY 24VOLT 1AMP	\$174.70
HONEYWELL.ADI	SN-BPS2410	POWER SUPPLY 24VOLT 10AMP	\$904.67
HONEYWELL.ADI	SN-BPS242	POWER SUPPLY 24VDC 2AMP	\$340.02
HONEYWELL.ADI	SN-BPS244	CAPACITY 12"X15"X4" 4AMP PWR S	\$606.77
HONEYWELL.ADI	SN-BPS246	CAPACITY 12"X15"X4" 6AMP PWR S	\$735.42
HONEYWELL.ADI	SN-BPSM2410	POWER SUPPLY 2410 W/STATUS MON	\$938.98
HONEYWELL.ADI	SN-BPSM244	24V 4AMP POWER SUPPLY W/STATUS	\$624.68
HONEYWELL.ADI	SN-BPSM246	24VDC PWR SPLY 6 AMP W/STAT MO	\$747.91
HONEYWELL.ADI	SN-CAB6	16' 6 CONDUCTOR CABLE W/CONN	\$52.11
HONEYWELL.ADI	SN-CCB812	CNTL BRD 12VDC 8 FUSED W/OTPT	\$84.22
HONEYWELL.ADI	SN-CKL	CABINET KEY LOCK 290-101-00	\$20.99
HONEYWELL.ADI	SN-CWB32BK	CON/WOOD BRKT MOD 32 BLK 1/2"	\$50.70
HONEYWELL.ADI	SN-CWB32CL	CON/WOOD BRKT MOD 32 CLR 1/2"	\$42.89
HONEYWELL.ADI	SN-CWB62BK	CON/WOOD BRKT MOD 62 BLK 1/2"	\$45.23
HONEYWELL.ADI	SN-CWB62CL	CON/WOOD BRKT MOD 62 CLR 1/2"	\$48.36
HONEYWELL.ADI	SN-DK12	DIGITAL KEYPAD SYSTEM	\$141.15
HONEYWELL.ADI	SN-DK1626CBO	CONTROL BOARD ONLY FOR DK26	\$166.11
HONEYWELL.ADI	SN-DK26PBK	DIG KEYPAD PAD -NARRW BLK ANOD	\$164.54
HONEYWELL.ADI	SN-DK26PSS	DIG KEYPAD PAD -NARRW STAINLS	\$157.54
HONEYWELL.ADI	SN-DK26SS	DIG KEYPAD SYS -NARRW STAINLS	\$311.17
HONEYWELL.ADI	SN-DK26SSXB	DIG KEYPAD SYS -NRW XP STAIN	\$425.80
HONEYWELL.ADI	SN-DM62	1200LB 62 DOUBLE DUAL VOLTAGE	\$719.22



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule — May 2018

	Model Number	Item Description	NJPA Sell Price
ANIXTER INC.APC	AP9613	DRY CONTACT I/O SMARTSLOT CARD INCLUDES USB CABLE AND MANUAL	\$287.28
ANIXTER INC.APC	AP9630	NETWORK MGT INTERFACE CARD TO 2048BIT ENCRYPTION SNMPV3	\$373.78
ANIXTER INC.APC	AP9631	NETWORK MGT INTERFACE CARD 2 W/ ENVIRO MONITORING/SOFTWARE, TEMP SENS INCLUDED	\$607.93
ANIXTER INC.APC	APCRBC105	APC REPLACEMENT BATT 105	\$494.32
ANIXTER INC.APC	APCRBC123	APC REPLACEMENT BATTERY CARTRIDGE # 123	\$81.46
ANIXTER INC.APC	AR3150	NETSHELTER SX 42U 78"H X 29"W X 42"D BLACK	\$1,962.23
ANIXTER INC.APC	AR8100	M6 HARDWARE FOR 600MM WIDE ENCLOSURES	\$50.71
ANIXTER INC.APC	AR8425A	1U HORIZONTAL CABLE ORGANIZER BLACK ROHS	\$62.58
ANIXTER INC.APC	AR8429	1U CABLE PASS-THRU W/ BRUSH STRIP, BLACK	\$50.67
ANIXTER INC.APC	AX101326	1-PORT MOD JACK 8W8P UTP T568A/B CAT6 IPS KEYCONNECT TIA606 BLUE	\$12.56
ANIXTER INC.APC	BE650G1	BACK-UPS ES BATTERY BACK UP 8 OUTLET 650VA 120V 5' CORD 3/4" X 11.2" X 7.1	\$115.92
ANIXTER INC.APC	BE850M2	APC BACK-UPS ES 850VA, 2 USB CHARGING PORTS, 120V	\$144.44
ANIXTER INC.APC	BK350	350VA/210W UPS BACK-UPS FOR NON-CRITICAL NETWORK NODES	\$127.21
ANIXTER INC.APC	BK500	500VA/300W UPS BACK-UPS FOR NON-CRITICAL NETWORK NODES	\$190.65
ANIXTER INC.APC	BR1000G	BACK-UPS RS, 600WATTS/1000VA, INPUT 120V / OUTPUT 120V	\$206.29
ANIXTER INC.APC	BR1300G	1300VA BACK-UPS 10-OUTLETS, AVR,120V	\$277.32
ANIXTER INC.APC	BR1500G	1500VA BACK-UPS 120V 10-OUTLETS, AVR	\$367.29
ANIXTER INC.APC	BR24BPG	EXTERNAL BATTERY PACK FOR BR1500G	\$230.17
ANIXTER INC.APC	BR700G	BACK-UPS RS 450W/700VA 120V IN /OUTPUT(3)NEMA 5-15R BATT 8/U &(3)SURGE PROTECTI	\$179.21
ANIXTER INC.APC	CAT6PNL-24	APC CAT 6 PATCH PANEL 24 PORT RJ45 TO 110 568 A/B COLOR CODED	\$218.19
ANIXTER INC.APC	ECO350UPS	STANDBY UPS 350VA/180W WITH USB COMMUNICATION PORTS	\$82.25
ANIXTER INC.APC	NET9RMBLK	9-OUTLET SURGE SUPPRESSOR RACKMOUNT BLACK	\$121.05
ANIXTER INC.APC	P6B	6-OUTLET SURGE SUPPRESSOR WITH <330V LET-THROUGH VOLT RATING 6 FT CORD	\$17.26
ANIXTER INC.APC	PER7	7-OUTLET SURGE SUPPRESSOR WITH WITH 6 FT CORD	\$22.81
ANIXTER INC.APC	PNET1GB	PROTECTNET DATALINE SURGE SUPP RJ45 10/100/1000 BASE-T ETHERN	\$29.72
ANIXTER INC.APC	RBC17	APC REPLACEMENT BATT 17	\$60.96
ANIXTER INC.APC	RBC24	APC BATTERY REPLACEMENT KIT FITS MULTIPLE APC UPS MODELS	\$458.95
ANIXTER INC.APC	RBC32	APC REPLACEMENT BATT 32	\$100.57
ANIXTER INC.APC	RBC33	APC REPLACEMENT BATTERY CARTRIDGE # 33	\$126.85
ANIXTER INC.APC	RBC43	REPLACEMENT BATTERY CARTRIDGE #43	\$566.04
ANIXTER INC.APC	RBC48	REPLACEMENT BATTERY CARTRIDGE FOR SUA750	\$141.54
ANIXTER INC.APC	RBC7	REPLACEMENT BATTERY CARTRIDGE 4/ SU700XL SU700XLNET SU1000XL SU1000XLNET BP1400	\$238.50



Johnson Controls Security Solutions, LLC



Contract # 031517-TIS
NJPA Parts Price Schedule --- May 2018

Supplier/Manufacturer	Model Number	Item Description	NJPA Sell Price
ANIXTER INC.WIRE	4430718	BNC PLUG STRAIGHT 75 OHMS CRIMP BRAID & CENTER COND 1855A & 1865A	\$2.76
ANIXTER INC.WIRE	10034885	24-4P UTP-CMP SOL BC CAT5E UL CSA FT-6 FEP/FRPVC VIOLET JACKET BOXES	\$0.39
ANIXTER INC.WIRE	74112118	18-4C + 22-2P STR BC PVC OA FOIL SHD PVC JKT YEL CMP SPL PRT 300V 75C 1000'RL	\$0.64
ANIXTER INC.WIRE	180010L	18-2C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE30V 500' RL	\$0.18
ANIXTER INC.WIRE	180020L	18-4C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE30V 500' RL	\$0.31
ANIXTER INC.WIRE	180040L	18-6C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE30V 500' RL	\$0.43
ANIXTER INC.WIRE	180060L	18-8C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE30V 500' RL	\$0.55
ANIXTER INC.WIRE	180080L	18-10C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE30V 500' RL	\$0.69
ANIXTER INC.WIRE	180080L-250	18-10C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE 30V 250' RL	\$0.69
ANIXTER INC.WIRE	180090L	18-12C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE 30V 500' RL	\$0.83
ANIXTER INC.WIRE	180090L-250	18-12C SOL BC PVC PE JKT DIRECT BURIAL IRRIGATION CABLE 30V 250' RL	\$0.83
ANIXTER INC.WIRE	2412-500FT06	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	\$0.19
ANIXTER INC.WIRE	2413001A1001	23-4P UTP-CMP SOL BC CAT6 FRPO/FEP/FRLSPVC BROWN 1000FT RIB NONBONDED-PAIR	\$0.36
ANIXTER INC.WIRE	2413001A500	23-4P UTP-CMP SOL BC CAT6 FRPO/FEP/FRLSPVC BROWN 500FT RIB NONBONDED-PAIR	\$0.38
ANIXTER INC.WIRE	2413009U500	23-4P UTP-CMP SOL BC CAT6 FRPO/FEP/FRLSPVC WHT 500FT NONBONDED-PAIR BOXES	\$0.36
ANIXTER INC.WIRE	2413-500FT06	23-4P UTP-CMP SOL BC CAT6 FRPO/FEP/FRLSPVC BLUE 500FT NONBONDED-PAIR BOXES	\$0.36
ANIXTER INC.WIRE	264-321	2-CONDUCTOR CENTER TERM BLK FOR TERMINAL STRIPS W/ FIXING FLANGE GRAY 12-28A	\$1.15
ANIXTER INC.WIRE	264-361	END PLATE FOR FLANGE MOUNT TERM BLOCKS	\$0.27
ANIXTER INC.WIRE	451402SDB	14-2C STR BC PVC/NYL FOIL SHD PVC JKT BLK DIRECT BUR WTRBLK CL3/TC/FPL 1000' RL	\$0.70
ANIXTER INC.WIRE	451402SDBL	14-2C STR BC PVC/NYL FOIL SHD PVC JKT BLK DIRECT BUR WTRBLK CL3/TC/FPL 500' RL	\$0.70
ANIXTER INC.WIRE	451402WDBA	14-2C STR BC PVC/NYL PVC JKT DIRECT BUR WTRBLK CL3/TC/FPL 1000' RL	\$0.62
ANIXTER INC.WIRE	451402WDBL	14-2C STR BC PVC/NYL PVC JKT BLK DIRECT BUR WTRBLK CL3/TC/FPL 500' RL	\$0.62
ANIXTER INC.WIRE	451602PSTC	16-2P STR BC VN TRAY PVC-NYL O/A FOIL SHD PVC JKT 90C 600V UL TC BLK/WHT#S	\$0.88
ANIXTER INC.WIRE	451602SDB	16-2C STR BC PVC/NYL FOIL SHD PVC JKT BLK DIRECT BUR WTRBLK CL3/TC/FPL 1000' RL	\$0.54

Greco-Arencibia, Adrianna

From: Dunmyer, Gary
Sent: Friday, May 25, 2018 4:25 PM
To: Greco-Arencibia, Adrianna
Subject: Rolling Green Gate
Attachments: CITYBOYNTONBEACH-DUMPSTER-AC-EST#1-3K3NNEP R1.pdf

Adrianna,
Here is another PO to process for the Gate at Rolling green.

This is a vendor we use for this type of work and it doesn't need to be competitively bid. They were formerly Tyco.

Gary



Gary Dunmyer, MBA, P.E.
City Engineer
Public Works, Engineering
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
☎ 561-742-6231
✉ DunmyerG@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.

Expense account 105-3030-519-64-02



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-056 - Authorize the Mayor to sign an Interlocal Grant Agreement between the City of Boynton Beach and Solid Waste Authority of Palm Beach County for \$16,000 of funding towards the cost of installing an industrial, automated gate at the City's Rolling Green complex. The estimated cost of the project is \$35,000 and the City will be providing the balance of \$19,000.

EXPLANATION OF REQUEST:

Grant Period: Upon execution of ILA - March 30, 2019

On October 5th, the Solid Waste Authority released a Blighted and Distressed Property Clean-up and Beautification Grant Application. The grant is intended to assist in the cleanup and beautification of distressed, blighted or otherwise impacted properties. The grant is offered as an incentive to improve the quality of the life and provide a safer, healthier and more aesthetically pleasing environment for the residents. In response, the Commission passed Resolution No 17-106 authorizing the City Manager to apply for a grant for the Rolling Green Property. We are pleased to now report that we have successfully received funding pursuant to this grant in the amount of \$16,000.

The Public Works Department's awarded project consists of installing an industrial gate on the Rolling Green Dumpster Site. This project is not in the City's 2017/2018 Capital Improvement Plan, hence local funding is now needed.

This project is needed to make the Rolling Green site more secure and prevent fly dumping, graffiti, vandalism, and theft of City owned trash cans. To no avail the Staff, in the past, has used chains and locks to secure the existing gate. Each time the locks are found cut at the base of the gate.

Staff notes that this grant program was successfully used by the City and CRA to provide landscaping and painting around the City's Public Work Compound on NE 9th Ave.

This request is to amend the Capital Improvement Plan to re-allocate \$35,000 from the project titled Fire Training Site at Rolling Green for the cost of this project called Gate Installation at Rolling Green. This ILA will provide a grant in the amount of \$16,000 towards the \$35,000 project cost. Resulting in the City providing up to \$19,000 of City funds for this project. Also authorizes the Mayor to sign the Interlocal Grant Agreement with Solid Waste Authority of Palm Beach County.

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

FISCAL IMPACT: Non-budgeted

Currently in the approved Capital Improvement Plan Budget for FY17/18 there is a projected titled Fire Training Site at Rolling Green (302-4225-580.62-01, Project No. FA1801, Budget: \$100,000). This project is not proceeding at this time because the project scope has not been defined and the Rolling Green site is being considered for the future site of the Public Works Compound.

Staff is proposing re-allocating \$35,000 of that budget for this project titled gate installation at Rolling Green.

ALTERNATIVES: The Commission can choose not to accept the grant.

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 ILA with SWA for grant funds
<input type="checkbox"/> Attachment	SWA Interlocal Agreement
<input type="checkbox"/> Attachment	Resolution No. R17-106
<input type="checkbox"/> Attachment	Example of Proposed Gate

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. #: 181211
DATE: 07/30/18

VENDOR 1954

TO: KONICA MINOLTA BUSINESS SOLUTI
100 WILLIAMS DR
RAMSEY, NJ 07446

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH 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	1.00	EA	PAPERCUTMF USER LICENSE (up to 500 commercial users) VENDOR ITEM NO.- 11PCMFC500	1881.0000	1881.00
2	13.00	EA	KONICA MINOLTA EMBEDDED LICENSE(S), UP TO 10 Note: Must have OpenAPI 2.3.1 or later VENDOR ITEM NO.- 11PCKMEB25	314.5000	4088.50
3	5970.00	EA	1 YEAR REMOTE PREMIUM SUPPORT PROVIDED BY ACDI via phone, email and PC Remote VENDOR ITEM NO.- PROSERVICES1	.3000	1791.00
4	13.00	EA	REMOTE INSTALLATION, CONFIGURATION, AND TRAINING (based on number of embedded licenses) VENDOR ITEM NO.- PCREMOTEE MB	137.0000	1781.00
5	2.00	EA	REMOTE INSTALLATION, CONFIGURATION, AND TRAINING (based on VENDOR ITEM NO.- PCREMOTESERVER	272.0000	544.00
6	1.00	EA	SOLUTIONS DELIVERY CHARGE VENDOR ITEM NO.- 7640008085	18.0000	18.00
7	1600.00	EA	KMBS PROFESSIONAL PROJECT SERVICES VENDOR ITEM NO.- 7640019485	1.0000	1600.00
8	1600.00	EA	PROJECT COORDINATOR Regional/ Local Project Coordination VENDOR ITEM NO.- 7640019485	1.0000	1600.00
9	13.00	EA	AU-205H CARD READERS VENDOR ITEM NO.- R5427000136466	399.0000	5187.00

PROCUREMENT SERVICES:

ACCOUNT NO.
SEE BELOW

PROJECT

P.O. TOTAL:

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. #: 181211
DATE: 07/30/18

VENDOR 1954

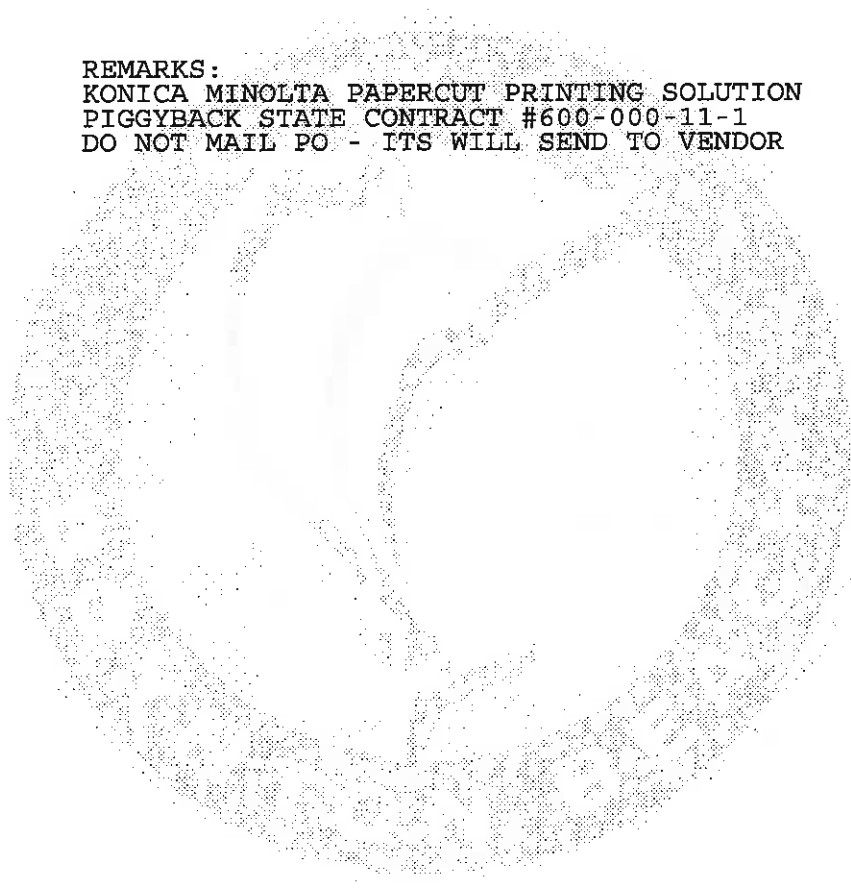
TO: KONICA MINOLTA BUSINESS SOLUTI
100 WILLIAMS DR
RAMSEY, NJ 07446


SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH 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
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REMARKS:
KONICA MINOLTA PAPER CUT PRINTING SOLUTION
PIGGYBACK STATE CONTRACT #600-000-11-1
DO NOT MAIL PO - ITS WILL SEND TO VENDOR



PROCUREMENT SERVICES:		P.O. TOTAL:	18490.50
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. #: 181211
DATE: 07/30/18

VENDOR 1954

TO: KONICA MINOLTA BUSINESS SOLUTI
100 WILLIAMS DR
RAMSEY, NJ 07446


SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH 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
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* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000071923	07/30/18	ITS	TS3301	7760.50
00115105134691				
0000071923	07/30/18	ITS	TS3301	5543.00
00115105134917				
0000071923	07/30/18	ITS	TS3301	5187.00
00115105135220				

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

PURCHASE REQUISITION NBR: 0000071923
 STATUS: DEPT APPROVAL
 REASON: KONICA MINOLTA PAPERCUT PRINTING SOLUTION
 DATE: 7/30/18
 SUGGESTED VENDOR: 1954 KONICA MINOLTA BUSINESS SOLUTI
 DELIVER BY DATE: 8/19/18
 LINE NBR DESCRIPTION
 QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00115105134691	REPAIR/MAINTENANCE SRVS.	100.00	1881.00
2	00115105134691	SOFTWARE MAINTENANCE	100.00	4088.50
3	00115105134691	REPAIR/MAINTENANCE SRVS.	100.00	1791.00
4	00115105134917	SOFTWARE MAINTENANCE	100.00	1781.00
5	00115105134917	OTHER CURRENT CHGS	100.00	544.00
6	00115105134917	OTHER CONTRACTUAL SRVS	100.00	18.00
7	00115105134917	OTHER CONTRACTUAL SRVS	100.00	1600.00
8	00115105134917	OTHER CURRENT CHGS	100.00	1600.00
9	00115105135220	OTHER CONTRACTUAL SRVS	100.00	5187.00
		OPERATING SUPPLIES		
		OPR EQUIPMENT <\$750		18490.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 7/31/18
 Finance Dept [Signature] Date 7/31/18
 Asst. Manager [Signature] Date 7/31/18
 City Attorney [Signature] Date 7/31/18

PURCHASE REQUISITION NBR: 0000071923

REQUISITION BY: ITS

STATUS: DEPT APPROVAL
REASON: KONICA MINOLTA PAPER CUT PRINTING SOLUTION

DATE: 7/30/18

SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 1954 KONICA MINOLTA BUSINESS SOLUTI

DELIVER BY DATE: 8/19/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PAPERCUTMF USER LICENSE (up to 500 commercial users) COMMODITY: COMPUTERS, DP & WORD PROC. SUBCOMMOD: SOFTWARE LICENSES	1.00	EA	1881.0000	1881.00	11PCWFC500
2	KONICA MINOLTA EMBEDDED LICENSE(S), UP TO 10 Note: Must have OpenAPI 2.3.1 or later COMMODITY: COMPUTERS, DP & WORD PROC. SUBCOMMOD: SOFTWARE LICENSES	13.00	EA	314.5000	4088.50	11PCKMEB25
3	1 YEAR REMOTE PREMIUM SUPPORT PROVIDED BY ACDI via phone, email and PC Remote COMMODITY: DATA PROC SERV & SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	5970.00	EA	.3000	1791.00	PROSERVICES1
4	REMOTE INSTALLATION, CONFIGURATION, AND TRAINING (based on number of embedded licenses) COMMODITY: DATA PROC SERV & SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	13.00	EA	137.0000	1781.00	PCREMOTEEMB
5	REMOTE INSTALLATION, CONFIGURATION, AND TRAINING (based on COMMODITY: DATA PROC SERV & SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	2.00	EA	272.0000	544.00	PCREMOTESERVER
6	SOLUTIONS DELIVERY CHARGE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: COURIER/DELIVERY SERVICES	1.00	EA	18.0000	18.00	7640008085
7	KMBS PROFESSIONAL PROJECT SERVICES COMMODITY: DATA PROC SERV & SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1600.00	EA	1.0000	1600.00	7640019485
8	PROJECT COORDINATOR Regional/ Local Project Coordination COMMODITY: DATA PROC SERV & SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1600.00	EA	1.0000	1600.00	7640019485
9	AU-205H CARD READERS COMMODITY: COMPUTERS, DP & WORD PROC. SUBCOMMOD: PRINTERS, COMP SYSTEM	13.00	EA	399.0000	5187.00	R5427000136466
REQUISITION TOTAL:					18490.50	

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT

PROJECT

%

AMOUNT



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 7/19/2018

Requesting Department: ITS

Contact Person: Aaron Burri

Explanation for Purchase:

*** See attached Memorandum from John McNally, ITS Director ***

Recommended Vendor Konica Minolta

Dollar Amount of Purchase \$18,490.50

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input checked="" 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: 600-000-11-1

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

Fund Source for Purchase:

001-1510-513.46-91 Software Maintenance \$7,760.50
001-1510-513.49-17 Other Contractual Srvs \$5,543.00
001-1510-513.64-15 Computer Equipment \$5,187.00

52-20 Operating IMC

Approvals:

Department Head

Purchasing Agent

Asst City Manager

City Manager

Date

Date

Date

Date

interoffice

MEMORANDUM

To: Finance

From: John McNally, I.T.S. Manager

Re: Papercut Printing Solution

Date: July 19, 2018

In August of 2018 City Hall departments will be moving, relocated to a temporary space for a period of 24+ months due to the Town Square development project. The new space will be configured in an open-office environment, with most of the departments and their users sharing six (6) Konica Minolta multi function printers (MFP). These same departments previously utilized eleven (11) MFPs, and a total of five (5) MFPs will be decommissioned during this process.

In order to accommodate this reduction in devices, additional printer services is required. This purchase of hardware and software will allow the six MFPs to be configured so that user print jobs are queued up, and not automatically printed when submitted. The MFPs will also be equipped with ID card 'readers', which will be used for authentication purposes. A user will submit their print job, walk up to any of the six printers, swipe their City-issued 'prox card', select the queued job(s) to print, and then release them to the printer.

This will provide printing security (content not printed until the user is ready to receive it), eliminate wasted paper (print jobs pushed to the side waiting for the users), and provide accountability (printer activity tracked by user and department for possible charge-back purposes).

Please review for approval this purchase of the Papercut software and associated hardware from Konica Minolta in the amount of \$ 18,490.50. We will be using funds from the following ITS Department's account numbers:

Account Number	Account Description	Amount
001-1510-513.46-91	Software Maintenance	\$ 7,760.50
001-1510-513.49-17	Other Contractual Svcs	\$ 5,543.00
001-1510-513.64-15	Computer Equipment	\$ 5,187.00
	Total	\$ 18,490.50

JM^c

Product Code	Description	Qty	Unit of Measure	Unit Price	Total Price	Other Business Price
				600,000.123		
11PCMF500	PaperCutMF user license (up to 500 commercial users)	1	\$	1,881.00	Sub M.	1,881.00 \$
11PCkmeb25	Konica Minolta embedded license(s), up to 10. Note: Must have OpenAPI 2.3.1 or later	13	\$	314.50	Sub M.	4088.5 \$
ProServices1	1 Year Remote PREMIUM Support provided by ACDI via phone, email and PC Remote	5,970	\$	0.30	Sub M.	1,791.00 \$
PCRemoteemb	Remote installation, configuration, and training (based on number of embedded licenses)	13	\$	137.00	OTH.	1,781.00 \$
PCRemoteServer	Remote installation, configuration, and training (based on	2	\$	272.00	OTH.	544.00 \$
7640008085	Solutions Delivery Charge	1	\$	18.00	OTH.	18.00 \$
7640019485	KMBS Professional Project Services	1600	\$	1.00	OTH.	1,600.00 \$
7640019485	Project Coordinator					
	Regional/Local Project Coordination	1600	\$	1.00	OTH.	1,600.00 \$
RS427000136466	AU-205H Card Readers	13	\$	399.00	COMP EQ	5,187.00 \$
	Total					18,490.50 \$

Fair Market Value Lease Rate however City of Boynton Beach will retain ownership of the software after lease end.

Product Code	Description	QTY	State of Florida Price	Total Price	48 Month Lease Price
City of Boynton Beach					
PaperCut			600-000-11-1		
11PCMF500	PaperCutMF user license (up to 500 commercial users)	1	\$ 1,881.00	\$ 1,881.00	\$ 44.77
11PCKmeb25	Konica Minolta embedded license(s), up to 10. Note: Must have OpenAPI 2.3.1 or later	13	\$ 314.50	\$ 4088.5	\$ 97.31
ProServices1	1 Year Remote PREMIUM Support provided by ACDI via phone, email and PC Remote	5,970	\$ 0.30	\$ 1,791.00	\$ 42.63
PCRemoteemb	Remote installation, configuration, and training (based on number of embedded licenses)	13	\$ 137.00	\$ 1,781.00	\$ 42.39
PCRemoteServer	Remote installation, configuration, and training (based on)	2	\$ 272.00	\$ 544.00	\$ 12.95
7640008085	Solutions Delivery Charge	1	\$ 18.00	\$ 18.00	\$ 0.43
7640019485	KMBS Professional Project Services	1600	\$ 1.00	\$ 1,600.00	\$ 38.08
7640019485	Project Coordinator	1600	\$ 1.00	\$ 1,600.00	\$ 38.08
RS427000136466	Regional/Local Project Coordination	13	\$ 399.00	\$ 5,187.00	\$ 123.45
	AU-205H Card Readers			\$ 18,490.50	\$ 440.07
	Total				

Fair Market Value Lease Rate however City of Boynton Beach will retain ownership of the software after lease end.



State of Florida
 Contract Number: 600-000-11-1
 Effective Dates: August 4, 2010 - August 3, 2018

SOLUTIONS PRICING

Item Number	Description	State of FL Price	Qty of Requested Stock Cost	Quantity	Weight Purchase	48 Month Lease Cost
PaperCut (ACDI)						
PaperCut Main Software						
REQUIRED: EACH PAPER CUT ORDER MUST INCLUDE CUSTOMER CONTACT INFORMATION INCLUDING: End User Name; (license is created in the End User's name) Contact Name and Phone Number						
REQUIRED: EACH PAPER CUT ORDER MUST INCLUDE an ACDI Quote Including Installation and Maintenance						
11PCMFC500	Commercial Users (up to 500)	\$1,881.00	\$1,881.00	1	\$1,881.00	\$44.77
Embedded Device Licenses						
REQUIRED: All installations and support of NON Konica Minolta Devices will be provided by ACDI. Customer must acquire any specific items necessary prior to the installation of the PaperCut Embedded Application. All NON Konica Minolta devices require ProServices Support for the length of the contract.						
11PCXmb25	Konica Minolta embedded device license(s), up to 25, priced per device	\$115.00	\$114.50	13	\$4,068.50	\$57.31
Optional Software						
Hardware Options						
DELIVERY: Each ACDI Vending Unit MUST include item 7640008085, Level 1 Solutions. All other items please request quote from ACDI on weight and refer to pricing below.						
INSTALLATION: Each ACDI Vending Unit MUST include item universal material - 7640019485 - KMBS Professional Project Services. Please consult your BSA for final pricing.						
RS427000136466	AU-205H IC Card Reader	\$399.00	\$399.00	13	\$5,187.00	\$173.45
Delivery Fees						
Delivery Fees are based on weight; please consult with ACDI regarding the weight of the item to be shipped						
7640008085	Solutions Delivery Charge - Level 1	\$18.00	\$18.00	1	\$18.00	\$0.43
Installation and Maintenance						
All sales of PaperCut MF or NG require a minimum of 1 year ProServices Support OR Upgrade Assurance Support.						
ALL orders for PaperCut require installation charges.						
An ACDI Quote including maintenance and installation is required for all orders.						
7640019485	KMBS Professional Project Services	\$1.00	\$1.00	3200	\$3,200.00	\$76.16
ProServices1	year 1 (or minimum of 285.00)	\$1.00	\$0.30	5970	\$1,791.00	\$42.63
PCRemoteemb	Remote installation fee per embedded license or device	\$137.00	\$137.00	13	\$1,781.00	\$42.39
PCRemoteServer	Remote installation fee per server with PaperCut software	\$272.00	\$272.00	2	\$544.00	\$12.95

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services](#) > [Contractors](#)

Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services600-000-11-1

Contractors

Contractor List					
Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Canon U.S.A., Inc.	A - Non-Minority	Yes	No	Yes	Statewide
Konica Minolta Business Solutions USA, Inc.	A - Non-Minority	Not Specified	Not Specified	Yes	Statewide
Kyocera Document Solutions America, Inc.	A - Non-Minority	Not Specified	Not Specified	Yes	Statewide
Lexmark International, Inc.	A - Non-Minority	Not Specified	Not Specified	Yes	Statewide
PCMG, Inc. (formerly PC Mall Gov, Inc.)	A - Non-Minority	Not Specified	Not Specified	No	Statewide
Qualpath, Inc.	A - Non-Minority	Not Specified	Not Specified	No	Statewide
Sharp Electronics Corporation	A - Non-Minority	Not Specified	Not Specified	No	Statewide
Toshiba America Business Solutions, Inc.	A - Non-Minority	Yes	Not Specified	Yes	Statewide
United Solutions Company	A - Non-Minority	Yes	No	No	Statewide
Xerox Corporation	A - Non-Minority	Not Specified	Not Specified	No	Statewide



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: Legal Expenses - June 2018 - information at the request of the City Commission. No action required.

EXPLANATION OF REQUEST: Outside counsel has not provided all July 2018 invoices to Risk Management and therefore the May June and July 2018 statements are included.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT: Budgeted n/a

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	Summary Goren Cherof General July 2018
<input type="checkbox"/> Attachment	Goren Cherof Doody & Ezrol July 2018 Invoices
<input type="checkbox"/> Attachment	Summary Goren Cherof Risk July 2018
<input type="checkbox"/> Attachment	Goren Cherof Doody & Ezrol July 2018 Risk Litigation invoices
<input type="checkbox"/> Attachment	Summary Outside Counsel Risk July 2018
<input type="checkbox"/> Attachment	Other counsel May June and July 2018 invoices

Goren, Cherof, Doody & Ezrol, P.A. - July 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	138.5 Hours	17,500.00
Labor-general		3,606.70
Red light camera		7,595.05
Special Fire Assessment		1,250.50
Unsecured Creditors of Tribune		0.00
Memorial Park Replat		0.00
Litigation		6,466.35
Model Block Right of Way		0.00
Christopher Parker et al Fed Class Action		348.50
Olen Properties Corp		0.00
HSBC Bank (Murray, Paul & Willie Mae)		0.00
Chandler, Nancy (RIC MAN)		0.00
adv. Secured Holdings, Inc.		186.90
FNMA vs Fils, Mikel Jean		0.00
Predelus, Love (HUD Complaint)		1,688.85
Reed, Gernard (Deutsche Bank Foreclosure)		0.00
Po Ying Sem, Trustee (Stanley, Edmund)		0.00
Purchase of Trop Breeze Est Utility System		369.00
Nationstar Mtg (Meeks, Richard & Takeeta)		0.00
Secured Holdings		0.00
Deutsche Bank Natl Bank (Perlowitz, David)		0.00
Town Square		25,378.31
Purchase of Parry Village Util Syst		266.50
US Bank Natl Assoc(Demore, Julie)		205.00
Wells Fargo Bank, NA (Lorme, Gilbert)		41.00
Bacardi, Falon (RLC Appeal)		250.20
Melo, Vinicius (Grievance)		697.00
Sale to Habitat for Humanity		205.00
Sale to CDC		205.00
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-July 2018		66,259.86

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-0005370
STATEMENT NO: 21175

Special Fire Assessment

			HOURS	
07/06/2018	MDC	Review emails, status of assessment; telephone conference wit Lynn Swanson, prepare 2018 Preliminary Assessment Resolution.	1.00	
07/10/2018	MDC	Revise resolution, telephone conference with Tim Howard.	0.40	
07/11/2018	JAC	Review status and resolution.	0.80	
07/12/2018	MDC	Review emails on status of resolution, calculation of assessment rates; revise resolution, forward to City.	0.70	
07/13/2018	MDC	Review emails, review and revise assessment resolution.	0.40	
07/18/2018	MDC	Review draft mailed notice, telephone conference with T Howard, propose revisions to mailed notice; review emails on notice issues, rate inquiries.	0.60	
	JAC	Wrap up annual rate setting issues - notices.	1.20	
07/26/2018	JAC	Review and prepare re: September action; research re: alternative assessment options.	1.00	
		FOR CURRENT SERVICES RENDERED	6.10	1,250.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	3.00	\$205.00	\$615.00
MICHAEL D. CIRULLO	3.10	205.00	635.50

TOTAL CURRENT WORK	1,250.50
BALANCE DUE	<u>\$1,250.50</u>

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
08/02/2018
ACCOUNT NO: 306-0603180
STATEMENT NO: 21176

Attn: Lynn Swanson

LABOR - General

			HOURS	
07/05/2018	SHB	Discuss BBPD Contract to provide school officers pursuant to MSD Act Requirement with JAC and JFK.	0.60	
07/09/2018	SHB	Prep for sexual harassment training sessions; discuss with Oldbury.	1.00	
07/10/2018	SHB	Training sessions at City Hall - Sexual Harassment. Discuss with Oldbury and Laverriere. Prince pre-d conference. Follow up with Oldbury re: Moreno appeal. Follow up with Oldbury re: Cain appeal.	6.60	
07/16/2018	SHB	Review arbitrator biographies and awards. Telephone conference with Keeler to strike panel and select arbitrator.	1.50	
07/19/2018	SHB	Telephone conference with Delosrios re: Teen academy and background check matters. Research. Discuss with JAC; follow up with Delosrios.	1.00	
07/20/2018	SHB	Sexual harassment presentation at new hire quarterly meeting.	3.00	
07/23/2018	SHB	Review tuition assistance policy provided by Oldbury; research. Follow up with Oldbury.	1.40	
07/24/2018	SHB	Review Prince file and IA documentation. Telephone conference with Laverriere and Oldbury.	1.00	
07/27/2018	SHB	Discuss police legal advisor matters with JAC; coordinate meeting with Chief Gregory.	0.60	
	SHB	Follow up re: pending/outstanding matters. Telephone conference with Oldbury.	0.60	
FOR CURRENT SERVICES RENDERED			17.30	3,546.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SHANA H. BRIDGEMAN		17.30	\$205.00	\$3,546.50

LABOR - General

Color photocopies	7.00
Photocopies	<u>53.20</u>
TOTAL EXPENSES THRU 07/31/2018	60.20
 TOTAL CURRENT WORK	 3,606.70
 BALANCE DUE	 <u>\$3,606.70</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-0806020
STATEMENT NO: 21177

Attn: Lynn Swanson

Red Light Cameras

			HOURS
07/03/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	4.00
07/05/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial. Follow up re: status of pending trials. Prep for 7/18 trials.	8.40
07/06/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.60
07/11/2018	MDC	Conference with SHB re: 7/18 hearings.	0.30
07/12/2018	SHB	Prepare and file Notices of Supplemental Authority providing court with copy of Parker dismissal. Prepare and file Notices of Supplemental Authority providing court with copy of Jimenez denial.	1.60
	SHB	Prep for Damico trials; discuss with Laverriere, JAC, MDC.	0.60
07/13/2018	SHB	Follow up with PD staff re: outstanding trial matters. Prepare and file Notices of Intent to Rely on Business Records for use at trial.	7.60
07/16/2018	SHB	Prep for Damico trials; follow up with PD re: NOI matters.	0.60
07/17/2018	MDC	Miscellaneous telephone conference, discuss status of 7/18 trials.	0.30
07/18/2018	MDC	Conference with SHB re: status of hearings, settlement of UTCs.	0.40
	SHB	Attended red light camera trials at Delray courthouse. Discuss pending case matters with MDC, JAC, and Laverriere. Prepare and file motions for continuance for additional trials.	6.00
07/19/2018	SHB	Telephone conference with Zeskind re: preemption arguments raised by Ticket Clinic. Discuss with MDC. Assemble Bacardi documents and transmit to Zeskind and Dietz for review. Follow up with Hollander and other defense counsel re: agreement for trial continuances.	1.60
	MDC	Telephone conference with attorneys in Parker, Jimenez about continuing issues/challenges.	0.40
07/23/2018	SHB	Receive ad review various correspondence and orders re: continued trials.	0.60
07/24/2018	SHB	Follow up with Jacquet re: pending trials and settlement matters.	

Red Light Cameras

		Follow up with Zeskind re: preemption matters.	HOURS		
			0.60		
07/25/2018	SHB	Receive and review amended trial orders from Damico; transmit to PD for review.		0.30	
		FOR CURRENT SERVICES RENDERED		35.90	7,359.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	MICHAEL D. CIRULLO		1.40	\$205.00	\$287.00
	SHANA H. BRIDGEMAN		34.50	205.00	7,072.50
		Photocopies			95.55
		TOTAL EXPENSES THRU 07/31/2018			95.55
07/26/2018		Prestige Reporting Service - Invoice 18-48652			140.00
					140.00
		TOTAL ADVANCES THRU 07/31/2018			140.00
		TOTAL CURRENT WORK			7,595.05
		BALANCE DUE			<u>\$7,595.05</u>

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Page: 1
08/02/2018
ACCOUNT NO: 306-9001821
STATEMENT NO: 21178

Attn: Lynn Swanson

General Matters

			HOURS
07/02/2018	RAA	Complete security awareness training course required for use of City's e-mail domain; Receive/review new lawsuit and briefly review Complaint and confer with Attorney DeCarlo re: same.	1.50
	JAC	Onsite; staff conference; file / retention review; review pending procurement issues; review pending tort case matter; prepare for Commission Meeting; emails re: Quantum.	8.20
	DNT	Review wireless communication facility and antenna ordinances; meet with Mike Rumpf and Katie Hatcher re: wireless communication facility ordinance and other antenna issues; dictate and review emails with wireless industry attorneys re: ordinance revisions.	2.00
07/03/2018	JAC	Onsite; conference re: park / comp issue; prepare for and attend Commission Meeting.	6.60
07/05/2018	SHB	Discuss Lifeguard Training Agreement with RA.	0.10
	RAA	Discussion with Attorney DeCarlo on new lawsuit re: use of community pool; Consider and make additional changes to lifeguard training agreement with School Board of Palm beach County and Confer with Attorney Bridgeman re: same.	1.00
	JAC	Prepare for and attend meeting with Boynton Strong comp representatives; follow up preparation re: same; onsite office administration.	5.00
	DNT	Telephone call with Deborah Martahue and Janna Lhota re: wireless communication facility ordinance; review revised affidavit for cortina development purchase and sale.	1.80
07/06/2018	RAA	Confer with Attorney Cherof re: deed restriction issue.	0.20
	JAC	Review pending assignments; June activity and discuss cases with TD; prepare for budget hearings.	4.20
	DNT	Review wireless communication setback and other proposals from industry attorneys.	0.90
07/09/2018	SHB	Review MOU re: BBHS lifeguard training; follow up with RAA. Draft addendum to PCG agreement and transmit to Fire Department for review.	1.40
	IS	Review staff comments to FDEP Responses to City's report on landfill arsenic study; Review email complaint from citizen re: noise concern at PBA facility ahead of meeting with city staff and resident on 07/13	2.20

General Matters

			HOURS
	RAA	Review and make additional changes to agreement with School Board of Palm Beach County re: lifeguard training; Confer with Attorney Bridgeman re: same; Draft correspondence to City Parks Director re: same.	0.80
	DNT	Dictate revisions to wireless communications ordinance provisions and review information provided by industry representatives.	2.50
	JAC	Agenda preparation; preparation re: textile contract; review assignments; review tort defense budget issue.	3.80
07/10/2018	DNT	Dictate and revise temporary use agreement for model block contractor.	1.00
	SHB	Discuss chronic nuisance matters with Mark Woods; revise agreement and follow up with Woods.	0.80
07/11/2018	SHB	Receive and review contract revisions from Williams Scotsman; follow up with Mack.	0.60
	JAC	Agenda and budget preparation; review with Assistant City Attorneys; review training issue with SB; review textile contract revisions.	2.00
07/12/2018	RAA	Review deed with restriction on city's use of property; Research and analyze case law on public-use deed restrictions; Consider and evaluate city's options; Confer with Attorney Cherof re: same.	4.90
	SHB	Various correspondence and Telephone conference with Williams Scotsman and City staff re: library trailer agreement. Review, revise, and transmit agreement to parties for review.	2.50
	SHB	Receive, review, and revise CDBG legal ad; follow up with City.	0.20
07/13/2018	IS	Attend meeting on PBA noise issue; Research PAPA and Palm Beach County Official Records for deed and lease associated with PBA property; Attend meeting on landfill arsenic issue	4.40
	SHB	Attended trial on final RPO. Transmit signed order to client.	2.00
07/16/2018	DNT	Dictate and review emails re: wireless communication facilities and HAM radio ordinance provisions.	0.40
	SHB	Various correspondence with Woods re: Meder and rental property matters. Revise addendum to PCG agreement and transmit to City for review.	1.50
	JAC	Onsite office administration; prepare for and attend budget workshop.	8.00
07/17/2018	DNT	Dictate and review emails re: wireless communication facility ordinance and HAM radio ordinance revisions.	0.40
	JAC	Onsite - attend budget workshop; prepare for and attend Commission Meeting; review Communication facility docs; finalize Consultants Agreements.	10.50
07/18/2018	RAA	Review research and analysis on deed restriction issue; Confer with Attorney Cherof re: opinion on same.	0.50
	JAC	Meeting and budget follow up; conference with RA re: deed restriction - enforcement options.	2.70
	SHB	Various correspondence re: Fire/PCG agreement.	0.60
07/19/2018	SHB	Police: receive and review various correspondence re: teen police academy; discuss with JAC. Follow up with Delosrios.	1.00

General Matters

			HOURS
	IS	Review and markup Part II, Chapter 15 sections of City Code of Ordinances - Begin drafting revised Ordinance pursuant to the direction of City Manager to include certain language and harmonize	1.10
	JAC	Review and research re: PBSB security services agreement and liability; office administration issues and assignments review.	3.60
	JFK	Conference with James Cherof regarding SROs.	0.30
	SHB	Follow up with City clerk re: RLC PRR matters.	0.30
07/20/2018	JAC	Review pending Assistant City Attorney assignments and pending issues; call and doc review - revisions re: PBSB Security Agreement; outline for Board of Adjustment organizational meeting; review employment letter - Rumpf and Breese.	5.20
	SHB	Review additional contract/piggyback documentation from PCG; follow up with Camellia Falcon. Review and sign items approved at Commission meeting. Review and approve bid documents.	1.50
07/23/2018	JAC	Review agenda items.	0.50
	SHB	Telephone conference with Camellia Falcon re: PCG contract matters. Various correspondence with City. Discuss code lien release matters with Swanson.	1.00
07/24/2018	JAC	Onsite office administration; prepare for and attend P&D board; review selection issue.	5.50
	SHB	Various correspondence re: Homing Inn/chronic nuisance matters. Follow up re: Selectron matters.	0.60
07/25/2018	DNT	Meet with Mike Rumpf and Katie Hatcher re: wireless communication facility and HAM radio ordinance revisions; review statutory provisions related to WCF's and HAM radio.	1.40
	JAC	Call with Chief G. re: school security agreement, revise same; review compensation plan issue; review agenda items; review procurement issues.	4.00
07/26/2018	SHB	Discuss various pending matters with Swanson and VA. Various correspondence re: Fire/PCG agreement. Receive and review termination letter and piggyback agreement documents. Follow up with Procurement re: processing. Follow up with Swanson re: PRR matters. Correspondence with Pyle re: PRR matters.	1.80
	RAA	Draft indemnity clause for general use in contracts and review applicable case law and statutes for compliance.	1.50
	JAC	Case assignment review; confer with RA re: indemnification issue; confer with SB re: pending issues - labor agenda review.	2.20
07/27/2018	IS	Telephone conference call with staff re: landfill response letter sent to FDEP	0.30
	RAA	Review F.S. 725.06 re: construction contracts indemnification; Add additional language to indemnity clause; Confer with Attorney Cherof re: same; Review additional case law re: indemnity.	0.50
	DNT	Review request for Purchase and Sale Agreement with Habitat for Humanity and faith based CDC for model block properties.	0.50

General Matters

			HOURS	
	SHB	Receive and review additional documents re: PCG agreement; follow up with PCG and City staff. Receive and review PRR inquiry from Matson; discuss with JAC. Various correspondence with Matson.	2.50	
07/30/2018	IS	Complete rewrite of section Part II, Article I, Section 15 of the BB Code of Ordinances per direction from CM; Sent to JAC ahead of meeting to discuss (time tbd) before sending back to staff for comments/review; Begin review of Monarca Plan in response to email from city staff; Teleconference with city staff re: Monarca	2.50	
	BJS	Review fire inspection agreements and attached correspondence, follow up with JAC, draft update correspondence	1.00	
	DNT	Review inquiry re: abandonment of right of way and transfer of ownership to adjacent property owners within plat.	0.40	
	SHB	Review towing contracts; discuss with Tim Howard.	0.60	
	JAC	Onsite; office and file administration; review procurement issue and confer with IT re: law bidder language.	8.00	
07/31/2018	IS	Research how City can force residents of new construction development to be responsible for the maintenance of not only the r/w adjacent to the development but the entirety thereof; Teleconference with staff regarding new development and right of way	2.20	
	DNT	Revise wireless communication facility ordinance.	0.80	
	JAC	Agenda and agreement review.	2.50	
		FOR CURRENT SERVICES RENDERED	138.50	17,500.00
		TOTAL CURRENT WORK		17,500.00
		BALANCE DUE		<u>\$17,500.00</u>

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Boynton Beach FL 33425

Page: 1
08/02/2018
ACCOUNT NO: 306-9904950
STATEMENT NO: 21179

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
07/02/2018	BJS	Telephone call with Scott Harris and draft update correspondence to JAC re: forfeitures	0.50
07/03/2018	BJS	Review reports and prepare Motion for Probable Cause In re forfeiture of \$11,118.00 from Rohan Roy Wauchope	2.50
	TAD	Receipt and review of correspondence re: meeting and claim information. Prepare correspondence to City re: same. Review information on claims and meet with City re: status of claims and settlements and trials.	4.80
07/05/2018	BJS	Finalize and present Motion for Probable Cause at the Palm Beach County Courthouse with all applicable follow up.	4.50
07/06/2018	TAD	Meet and confer with IVR and RAA re: pending claims and actions to be taken. Review information on claim status for meeting with City.	1.00
07/09/2018	BJS	Review new forfeiture and draft follow up correspondence	0.30
	TAD	Receipt and review of correspondence re: release. Review proposed release and revise same. Prepare correspondence to City re: release and receipt of response to same. Prepare correspondence to adjuster re: revisions. Receipt of incident report (Barrios)	1.50
07/12/2018	BJS	Review requests for Adversarial Preliminary Hearings and draft follow up correspondence	0.50
07/16/2018	RAA	Confer with Attorney Cherof re: litigation update.	0.20
07/18/2018	TAD	Attend meeting with City re: claims and status. Receipt of correspondence and information on property claim. Receipt of correspondence re: sewage release status and response to same. Receipt of correspondence from adjuster re: status of investigation and settlement of sewage claims.	3.20
	BJS	Review forfeiture correspondence and draft follow up re: Aikens, Joseph, draft follow up correspondence and review request to return firearm re: Willie Byrd	1.20
07/19/2018	TAD	Receipt and review of SIR and pursuit information. Receipt of correspondence re: preservation request (McCarthy).	0.60
	BJS	Review and revise draft Order re: Return of Firearm with follow up with Dan Klein	0.60

Litigation Miscellaneous

			HOURS	
07/20/2018	TAD	Meet with IVR and RAA re: claims handling, reporting, trial and status of claims.	1.30	
	BJS	Draft transmittal correspondence re: Order/Return of Firearm	0.30	
07/23/2018	TAD	Receipt and review of correspondence re: Astro Auto damage claims and negotiations.	0.30	
	BJS	Review forfeiture re: 18-037383 with follow up legal research, draft transmittal correspondence to Scott Harris	0.50	
07/25/2018	TAD	Meet and confer with City and outside counsel re: issues involved in deposition of City representatives. Confer with City re: claim status and information needed.	3.80	
	BJS	Draft follow up correspondence to Scott Harris re: pending matters	0.30	
07/26/2018	BJS	Draft follow up correspondence re: return of property/forfeitures	0.40	
07/27/2018	TAD	Confer with RAA and IVR re: litigation matters and processes. Review information re: trial changes.	1.20	
07/30/2018	BJS	Review new forfeiture claims and draft correspondence to Scott Harris	0.60	
	TAD	Receipt and review of case information and prepare for meeting with City re: claims and trial issues.	1.30	
		FOR CURRENT SERVICES RENDERED	31.40	6,437.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	0.20	\$205.00	\$41.00
BRIAN J. SHERMAN	12.20	205.00	2,501.00
TRACEY A. DECARLO	19.00	205.00	3,895.00

Color photocopies	8.40
Photocopies	19.95
TOTAL EXPENSES THRU 07/31/2018	28.35

07/05/2018	Parking - BJS	1.00
	Parking -	1.00
	TOTAL ADVANCES THRU 07/31/2018	1.00
	TOTAL CURRENT WORK	6,466.35
	BALANCE DUE	\$6,466.35

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905099
STATEMENT NO: 21180

Attn: Lynn Swanson

adv. Christopher Parker, et al., Federal Class
Action

			HOURS	
07/11/2018	MDC	Review notice of dismissal, telephone conference with city, conference with SHB, JAC.	0.40	
	SHB	Receive and review Order of Dismissal. Discuss with MDC and Stearns. Telephone conference with Laverriere.	1.00	
07/12/2018	SHB	Correspondence to Commission, City Manager, and PD enclosing copies of Parker dismissal.	0.30	
		FOR CURRENT SERVICES RENDERED	1.70	348.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	0.40	\$205.00	\$82.00
SHANA H. BRIDGEMAN	1.30	205.00	266.50

TOTAL CURRENT WORK 348.50

BALANCE DUE \$348.50

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905206
STATEMENT NO: 21181

adv. Secured Holdings, Inc.

07/09/2018	JAC	Review and discuss settlement option and timing with LL.	HOURS		
			0.70		
		FOR CURRENT SERVICES RENDERED	0.70		143.50
		RECAPITULATION			
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	JAMES A. CHEROF		0.70	\$205.00	\$143.50
		Photocopies			43.40
		TOTAL EXPENSES THRU 07/31/2018			43.40
		TOTAL CURRENT WORK			186.90
		BALANCE DUE			\$186.90

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905247
STATEMENT NO: 21182

Purchase of Tropical Breeze Estates Utility System

			HOURS		
07/13/2018	DNT	Dictate and revise agreement for purchase of water distribution system; telephone call with Michael Low re: purchase agreement.	1.20		
07/19/2018	DNT	Telephone call with Allison Hertz re: revisions to agreement and need for easement.	0.30		
07/20/2018	DNT	Review water service agreement revisions re: providing easement to city.	0.30		
FOR CURRENT SERVICES RENDERED			1.80		369.00
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DAVID N. TOLCES			1.80	\$205.00	\$369.00
TOTAL CURRENT WORK					369.00
BALANCE DUE					<u>\$369.00</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905248
STATEMENT NO: 21183

Purchase of Parry Village Utility System

			HOURS	
07/18/2018	DNT	Telephone call with Michael Boutzoukas re: asset purchase agreement.	0.80	
07/25/2018	DNT	Telephone call with Michael Low re: status of asset purchase agreement.	0.50	
		FOR CURRENT SERVICES RENDERED	1.30	266.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	DAVID N. TOLCES	1.30	\$205.00	\$266.50
	TOTAL CURRENT WORK			266.50
	BALANCE DUE			<u>\$266.50</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905263
STATEMENT NO: 21184

Attn: Lynn Swanson

Town Square Development

			HOURS
07/02/2018	SMS	review of final docs including BPA, POS, and DA's; review BPA for updated comments on City Attorney Opinion; phone conference regarding Questionnaire and remaining outstanding issues; review of changes to the POS; final review of facilities lease, Indenture, and development agreement; review changes made to HJ High DBIA 530's; call with CFP and bond counsel regarding changes to HJ High DBIA	4.50
	RLL	Attend conference call with DJD, client and bond counsel to discuss outstanding items.	0.50
	DJD	Review documents; participate in confrence call; address H.J High Contract revisions.	4.20
	JAC	Review and evaluate status; call to Masonic Lodge attorney.	1.20
07/03/2018	SMS	reviewing DBIAs for markup language provided by HJ High and GMP exhibit; reviewed latest executed DBIA 530 to confirm changes	1.20
	DJD	Review POS; address title issues.	1.40
07/06/2018	RLL	Review revised legal descriptions from surveyor against legal descriptions on title commitment; contact underwriter regarding change in legal descriptions and possible deletion of title exceptions.	1.50
	DJD	Address status of title.	1.30
07/09/2018	SMS	review of Exhibit B of HJ High Contract rates and schedules; review of drop box for all completed docs	0.30
	RLL	Review and organize updated documents from bond counsel; review and organize fully-executed DBIA contracts; review and finalize legal descriptions of parcels 5, 6, 8 and police station properties and request revisions from surveyor to legal descriptions for parcels 5 and 6.	2.00
	DJD	Review documents; review executed DBIA 530 contracts.	1.80
07/10/2018	RLL	Confirm final forms of legal description with surveyor and circulate to all parties; telephone call from title examiner with question on revised title commitment.	0.70
	DJD	Address status of exhibits.	1.20
07/11/2018	RLL	Attend telephone conference with DJD and city officials to discuss outstanding items.	0.40
	DJD	Participate in conference call; review documents.	1.30
	JAC	Conference with DJD re: documents and certification and free masons;	

			HOURS
		review document revision.	1.20
07/12/2018	JAC	Call with Mayor re: freemason meeting; review deed restriction research.	0.70
07/13/2018	RLL	Review revised and updated title commitment on property; review legal descriptions on revised title commitment against legal descriptions on surveys; transmittal of revised title commitment to bond counsel.	0.90
	SMS	review of emails regarding City certificate and amendment to the Phase II services agreement; review of markups of closing certificates	0.40
	DJD	Draft correspondence to Stephen Gladstone; review revised title commitment; review Dan Nelson comments on Closing Certificate.	2.10
07/16/2018	DJD	Review correspondence from Allison Lewis re: title issues; telephone conference with Kate Stangle.	1.80
07/17/2018	SMS	call with counsel for CFP regarding amendment to the phase II agreement; drafting of amendment to phase 2	1.60
	RLL	Meet with DJD to review title work; provide updated title commitment to Allison Lewis, Esq.; contact underwriter regarding equivalent Florida endorsements to those requested by bond counsel; work to organize updated bond documents forwarded by bond counsel.	2.30
	DJD	Address status of title; telephone conference with Kate Stangle; telephone conference with Jim Cherof; telephone conference with City Manager; telephone conference with Dan Nelson; telephone conference with Nick Ward; review emails.	3.60
	JAC	Follow up on freemason issue; conference with LL, TH, Mayor re: Certification doc.	0.80
07/18/2018	RLL	Attend weekly conference call with DJD and city officials; work with Colin Groff and Andrew Mack of TIFF deed for road reservation; prepare application to request release of road right-of-way reservation; prepare letter to City Manager requesting signature on application for release of road right-of-way; prepare Release of Unity of Title; work with law clerk to organize latest versions of bond documents in preparation for bond closing.	3.00
	SMS	drafting amendment to phase II; emails to assistant city manager regarding first amendment to phase II; review DBIA for highschool	1.80
	LC	Assisted in organizing files, updating new file folders, printing out the newest and most updated copies of documents and organized into correct folder, and compiled a list of new documents that need to be added to the files	2.00
	DJD	Participate in conference call; telephone conference with Kate Stangle; address title related matters.	2.40
	JAC	Review pre-closing issues with DJD.	0.40
07/19/2018	SMS	review of email from City and Mark Hefferin regarding amendment and DBIA contracts; review email regarding amendment language to the phase 2; review of Kate Stangle documents - BPA and closing certificates	0.60
	LC	Assisted in organizing files, printing out the newest and most updated versions of documents; Organized the newest documents into their respective files and created new folders for new and additional documents	1.30
	RLL	Further work on documents to clear title issues; work to organize bond documents; work to provide copies of documents requested by Lynn	

			HOURS
		Swanson.	2.00
	DJD	Address release of road reservation; continuation of title related issues; review documents and emails.	2.90
	JAC	Review revised doc; conference with DJD re: status and calendar for July - Aug.	1.20
07/20/2018	SMS	review updated BPA and closing certificates; review phase 2 services agreement for amendment and email to assistant city manager; review of email from assistant city manager	0.80
	RLL	Further work to organize revised bond documents from bond counsel; further work to resolve title issues.	2.00
	DJD	Review emails; review executed Bond Purchase Agreement.	0.80
	JAC	Review freemason email and follow up review; review BP agreement and Certificate of City - misc. research re:: Certificate issue.	2.00
07/22/2018	SMS	Review of Bond Counsel emails regarding updated agreements and exhibits	0.20
	DJD	Review of revised documents.	1.50
07/23/2018	RLL	Review and organize for DJD's review several revised documents from bond counsel; prepare transmittal of original documents requested by Lynn Swanson; further work to finalize Release of Declaration of Unity of Title and obtain approval of same from underwriter; work with client to sign application to Department of Transportation to have road right of way released.	2.20
	JAC	Review revised docs and email KS re: same; conference with DJD.	1.20
	DJD	Review revised documents.	1.30
07/24/2018	RLL	Meet with DJD to review several revised documents from bond counsel; revise document checklist; attend conference call with DJD, JAC and city officials to discuss amending the phase II agreement.	2.00
	LC	Created an organized list identifying documents city officials need to sign; Identified what documents has re: already been signed including who and when.	2.20
	DJD	Telephone conference with City Staff; review phase II service agreement; review certificate; review emails; telephone conference with Jeff Bahnsen.	4.20
	JAC	Confrence call re: status; confer with LL.	1.00
07/25/2018	RLL	Attend weekly telephone conference call with DJD and City officials to discuss outstanding items; work to organize signed DBIA contracts; prepare transmittal of application for release road reservation to the Department of Transportation.	1.20
	SMS	review of assistant city manager draft of the changes to the Phase 2 services agreement; drafting amendment to the phase 2 agreement; call with counsel for E2L regarding comments on the amendment; revising amendment language; call with Attorney for CFP; review of DBIA contracts for High School; review City Certificate; email to the city regarding amendment to phase 2 language	4.60
	DJD	Address amendment to Phase II Service Agreement; telephone conference with City Manager and Staff; telephone conference with Dan Nelson; review revised document.	4.30

			HOURS
07/26/2018	SMS	review comments on the amendment to phase II from CFP counsel and E2L counsel; emails with counsel from e2l and CFP regarding amendment	1.60
	RLL	Review revised documents from bond counsel; meet with DJD to review finalized hard copies received from bond counsel for City to sign; review legal descriptions attached to ground leases, etc., for accuracy.	2.00
	DJD	Review documents; address Phase II Service Agreement Amendment.	3.60
	JAC	Review revised documents and Phase 2 evolution of scope.	0.70
07/27/2018	RLL	Review permitted encumbrances on documents from bond counsel; contact surveyors for police station property and for City Hall property to request corrections of typos in legal descriptions; attend conference call with DJD and bond counsel to discuss open items; prepare revised legal descriptions to bond counsel to attach to documents.	2.00
	SMS	call with Broker for the extra library space lease; revisions and additions to the amendment to phase 2 agreement; review of phase 2 for termination issues; review of sublease for library book storage space; call with counsel for e2L	2.40
	DJD	Address title issues; telephone conference with Kate Stangle, Telephone conference with City Manager; exchange of emails, review sublease.	4.30
	JAC	Review Phase 2 issues; review OHS contract issues; review bond and related documents; confer with DJD.	3.20
07/28/2018	DJD	Review status of Phase II Service Agreement ; Receipt of email.	0.80
07/29/2018	JAC	Research and review all documents re: modification of Phase 2 and City/E2L dual code DB contracts; review security issue proposed; review JB draft amendment.	3.20
07/30/2018	SMS	review of E2L proposal for surety issue on amendment; review of sublease; call with City regarding outstanding issues; call with counsel for E2L regarding amendment to the phase 2; revisions to the amendment of phase 2; call with counsel for straticon (highschool) regarding surety issues; review of DBIAs with straticon for highschool; review of revisions to the DBIA contracts; review of latest comments on the amendment to phase 2 from E2L	4.80
	RLL	Attend conference call with DJD, JAC and city officials to discuss amendment to phase II agreement and DBIA contracts; review title exceptions from title commitment against title notes on surveys for all four parcels; review revised surveys for parcel 5 and the police station; telephone call to title examiner regarding deletion of certain title requirements; work to obtain contact information in order to obtain estoppel information from property owner's association on police station property.	2.70
	DJD	Address Straticon Contract issues, review opinion; Telephone call with City Staff; telephone call with Jeff Bahnsen, Esq; Telephone call with Counsel for Straticon address title issues.	4.60
07/31/2018	SMS	drafting and revising the DBIA 530 for highschool construction; revising sublease for the library space; emails with opposing counsels regarding dbia 530 agreements and comments; emails with E2L regarding revisions to the DBIA; review of email of lease terms for sublease of library property	3.10
	RLL	Prepare response letter to Best & Flanagan regarding title issues to be resolved; review revised survey on police station property; further work to	

	HOURS	
contact property owner's association regarding estoppel information needed on police station property; work to organize files for DJD; begin review of documents for City's signature at pre-closing to ensure all exhibits attached.	3.00	
JAC Additional review of Phase 2 amendment; confer with DJD and SS.	0.70	
DJD Address Phase II Service Agreement; address release of reverter and title issues.	3.90	
FOR CURRENT SERVICES RENDERED	134.60	24,501.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	17.50	\$205.00	\$3,587.50
D.J. DOODY	53.30	205.00	10,926.50
SEAN M. SWARTZ	27.90	205.00	5,719.50
Law Clerk	5.50	85.00	467.50
RACHEL L LEACH	30.40	125.00	3,800.00

Photocopies	849.45
TOTAL EXPENSES THRU 07/31/2018	849.45

06/22/2018	Federal Express - Invoice 6-253-18732	13.93
06/27/2018	Federal Express - Invoice 6-253-18732	13.93
		27.86
	TOTAL ADVANCES THRU 07/31/2018	27.86
	TOTAL CURRENT WORK	25,378.31
	BALANCE DUE	<u>\$25,378.31</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905275
STATEMENT NO: 21185

Attn: Lynn Swanson

adv. Predelus, Love (HUD Complaint)

			HOURS		
07/05/2018	SHB	Telephone conference with City Manager re: conciliation agreement. Follow up with HUD.	0.80		
	JAC	Follow up on settlement.	0.70		
	SHB	Telephone conference with City Manager re: conciliation agreement. Follow up with HUD.	0.80		
07/09/2018	SHB	Follow up with Lenson re: additional agreement provisions.	0.20		
	SHB	Follow up with Lenson re: additional agreement provisions.	0.20		
07/12/2018	JAC	Review redraft and call with SB; misc. preparation re: next conference on moratorium language.	0.80		
07/20/2018	JAC	Prepare for and call with HUD investigator / mediator; follow up review; review status Summer Rain.	1.40		
	SHB	Review file; discuss with JAC. Telephone conference with JAC and Lenson re: settlement agreement.	1.00		
	SHB	Review file; discuss with JAC. Telephone conference with JAC and Lenson re: settlement agreement.	1.00		
07/26/2018	SHB	Follow up with Lenson re: settlement matters.	0.10		
	SHB	Follow up with Lenson re: settlement matters.	0.10		
07/27/2018	SHB	Telephone conference with Lenson re: settlement agreement matters; discuss with JAC.	0.50		
	SHB	Telephone conference with Lenson re: settlement agreement matters; discuss with JAC.	0.50		
FOR CURRENT SERVICES RENDERED			8.10		1,660.50
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF			2.90	\$205.00	\$594.50
SHANA H. BRIDGEMAN			5.20	205.00	1,066.00

CITY OF BOYNTON BEACH

adv. Predelus, Love (HUD Complaint)

Page: 2
08/02/2018
ACCOUNT NO: 306-9905275
STATEMENT NO: 21185

TOTAL EXPENSES THRU 07/31/2018	<u>28.35</u>
TOTAL CURRENT WORK	1,688.85
BALANCE DUE	<u><u>\$1,688.85</u></u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905314
STATEMENT NO: 21186

Attn: Lynn Swanson

adv. US Bank Natl Assoc, et. al. (Demore, Julie
Ann, et. al.)

			HOURS	
07/05/2018	SHB	Telephone conference with City Manager re: case status and settlement matters. Follow up with Woods re: status of property.	0.60	
07/31/2018	SHB	Various correspondence with opposing counsel re: settlement matters. Review stipulation.	0.40	
		FOR CURRENT SERVICES RENDERED	1.00	205.00
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	SHANA H. BRIDGEMAN	1.00	\$205.00	\$205.00
	TOTAL CURRENT WORK			205.00
	BALANCE DUE			<u>\$205.00</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905318
STATEMENT NO: 21187

Attn: Lynn Swanson

adv. Wells Fargo Bank, NA (Lorme, Gilbert, et. al)

			HOURS	
07/18/2018	SHB	Receive and review trial notice witness list, exhibit list; review file.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	41.00
		RECAPITULATION		
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	SHANA H. BRIDGEMAN		0.20	\$205.00
				<u>TOTAL</u>
				\$41.00
		TOTAL CURRENT WORK		41.00
		BALANCE DUE		<u>\$41.00</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905321
STATEMENT NO: 21188

Attn: Lynn Swanson

adv. Bacardi, Falon (RLC Appeal)

			HOURS	
07/12/2018	SHB	Prepare and file Notices of Supplemental Authority providing court with copy of Parker dismissal.	0.30	
	SHB	Prepare and file Notice of Supplemental Authority providing court with copy of Parker dismissal.		
		Prepare and file Notice of Supplemental Authority providing court with copy of Jimenez denial.	0.60	
07/23/2018	SHB	Follow up re: status of brief/pleading in response to Order to Show Cause.	0.30	
		FOR CURRENT SERVICES RENDERED	1.20	246.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SHANA H. BRIDGEMAN	1.20	\$205.00	\$246.00

Photocopies	4.20
TOTAL EXPENSES THRU 07/31/2018	4.20
TOTAL CURRENT WORK	250.20
BALANCE DUE	<u>\$250.20</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905327
STATEMENT NO: 21189

Melo, Vinicius (Grievance)

			HOURS	
07/18/2018	SHB	Follow up with arbitrator and Union re: scheduling matters.	0.30	
07/23/2018	SHB	Arbitration prep. Various correspondence with City and Arbitrator re: witnesses and scheduling matters.	1.00	
07/24/2018	SHB	Arbitration prep. Follow up with staff and Galindez re: hearing matters. Prep witness list.	1.50	
07/25/2018	SHB	Various correspondence with City re: witness availability; follow up with arbitrator and union re: scheduling matters.	0.60	
		FOR CURRENT SERVICES RENDERED	3.40	697.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	SHANA H. BRIDGEMAN		3.40	\$205.00
				<u>TOTAL</u>
				\$697.00
		TOTAL CURRENT WORK		697.00
		BALANCE DUE		<u>\$697.00</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905341
STATEMENT NO: 21190

Sale to Habitat for Humanity of SPB County, Inc.
(Lot 1, 2, 6 Lanehart's Subdivision, 116 & 120 NW
11 Ave)

			HOURS	
07/31/2018	DNT	Dictate and revise agreement for purchase and sale of real property with Habitat for Humanity of South Palm Beach County.	1.00	
		FOR CURRENT SERVICES RENDERED	1.00	205.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DAVID N. TOLCES		1.00	\$205.00	\$205.00
TOTAL CURRENT WORK				205.00
BALANCE DUE				<u>\$205.00</u>

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Boynton Beach FL 33425

Page: 1
08/02/2018
ACCOUNT NO: 306-9905342
STATEMENT NO: 21191

Attn: Lynn Swanson

Sale to Boynton Beach Faith-Based Community
Development Corporation
(Lot 3, 4 and 5, 124 NW 11 Ave, and 128 NW 11 Ave)

			HOURS	
07/31/2018	DNT	Dictate and revise agreement for purchase and sale of real property with Boynton Beach faith based CDC.	1.00	
		FOR CURRENT SERVICES RENDERED	1.00	205.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DAVID N. TOLCES		1.00	\$205.00	\$205.00
TOTAL CURRENT WORK				205.00
BALANCE DUE				<u>\$205.00</u>

Goren, Cherof, Doody & Ezrol, P.A. - July 2018

Risk Cases

Jean-Baptist, Kevens	2,744.60
Kimsey, Erin (MVA)	82.00
Ford, Sharron(Negligence arrest)	0.00
Andrews, Spencer, v Haugh, Vincent (BBPD Emp)	0.00
Mina, German (Slip & Fall)	0.00
Gregory, Mola (Slip & Fall)	3,679.10
Oldham, Dana (fall)	0.00
Robinson, Bennie(False Arrest)	4,454.20
Galindez, Dennis(Slip & Fall)	9,539.55
Caliskan, Hasan(MVA)	0.00
Jenkins, Gail & Leon(Demolition)	518.25
Venegas, Jesusa	4,230.70
Blutcher, Pamela (MVA)	4,745.40
Goldman, Barry(Bike/grate accident)	0.00
Finz, Stephanie(Slip & Fall)	1,417.55
Occius, Facilia (P/NG Will-Marc Eugene)	0.00
Broberg, Leif Complaint(2015)	0.00
Estime, Robens (Police Deadly Force)	0.00
Roblin, Aaron (Police)	991.50
Caliendo, Giovanni	82.00
Coupet, Kenson (parent of child injured)	5,080.94
Bolt, Barbara Dilger (MVA)	2,908.05
Ryan, Ronald(whistleblower)	2,094.30
Readon, Jayden, Estate of (police chase)	2,959.95
Garber M.D., Harvey (excessive force)	14,578.15
Meyer, Tamara (MVA)	779.70
Ortiz, Jade (Personal injury)	246.00
Luchey, Andrew (Demolition)	143.50
Gesner, Ednar (MVA Police)	41.00
Harris, Justin (M/Atty Fees-Fed Suit)	164.00
Floering, David & Barbara	0.00
Russel Hugh Cooper	5,788.50
Wright, Bernard (Discrimination)	2,954.10
Daniels, James (Fire Dept Incident)	61.50
Cromarty, Corina (Ambulance accident)	246.00
TOTAL Goren,Cherof Risk Legal Costs	70,530.54

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905022
STATEMENT NO: 21192

adv. Jean-Baptiste, Kevens

Billing Category 18-RLO
Claim #001470-000352-PP-01

			HOURS
07/02/2018	TAD	Receipt and review of correspondence re: status report. Review proposed status report and revise. Prepare correspondence re: revisions to report. Receipt of proposed order and review same.	0.90
	IR	Receipt and review of filings by Germaine Jones and memoranda of law.	0.40
07/03/2018	IR	Receipt, review and preparation of email regarding the Court Ordered Joint Scheduling Order, due this date; reviewed pleadings index and prepared tickler to follow up July 5, 2018; review of proposed edits from late June 2018 amongst all counsel, in an effort to be in compliance with the agreed upon continuation date deadline and to prepared Trial Order Outline for City of Boynton Beach litigation team.	0.90
	TAD	Receipt and review of correspondence from officer counsel re: discovery and status plan. Receipt of correspondence from Plaintiff counsel re: changes to plan. Confer with Plaintiff counsel re: plan and report. Confer with officer counsel re: changes to plan.	1.60
07/06/2018	TAD	Receipt and review of standing order on discovery. Receipt and review of order setting trial. Receipt of order setting status conference.	0.80
07/09/2018	TAD	Receipt and review of correspondence re: mediation. Prepare correspondence to City re: same. Receipt of information from City and prepare correspondence to counsel re: mediation and selection of mediator.	0.50
07/10/2018	IR	Initial review and preparation of Initial Disclosures Outline of cut-off and trial lead up information, pursuant to DE 13, Order Setting trial and Pre-Trial Schedule, Requiring Mediation and Referring Certain Matters to Magistrate Judge, dated July 5, 2018 and DE 15, Standing Discovery Order for Magistrate Judge Bruce Reinhart, entered 7.6.18; reviewed file and updated trial witness tracking chart.	1.80
07/13/2018	RAA	Telephone conference call with officers' counsel re: Rule 26 disclosures; Confer with Attorney DeCarlo re: same.	0.30
	TAD	Receipt and review of correspondence re: mediation. Receipt of correspondence re: mediator issues. Prepare response to same.	0.30

adv. Jean-Baptiste, Kevens

			HOURS	
07/16/2018	TAD	Receipt and review of correspondence re: initial disclosures. Prepare correspondence to officer counsel re: disclosures. Telephone conference with officer counsel re: mediation and disclosure issues. Revise disclosures. Receipt of correspondence from plaintiff counsel re: mediator issues. Confer with City re: mediation.	1.80	
07/17/2018	RAA	Telephone conference call with co-defense counsel re: Rule 26 disclosures.	0.20	
07/20/2018	TAD	Receipt and review of correspondence re: mediation and prepare response to same. Receipt of correspondence from plaintiff counsel re: mediation, discovery and records requested. Prepare response to same. Prepare correspondence to City re: information required.	0.80	
07/24/2018	TAD	Receipt of correspondence from plaintiff re: trial setting and prepare response to same. Receipt of correspondence re: mediation and prepare response to same.	0.40	
07/25/2018	IR	File management and revisions to outline of trial cut off dates, etc. pursuant to the Court Orders entered so far; additional updates made to the City of Boynton Beach's Trial Witness Tracking Chart.	0.90	
07/26/2018	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40	
07/27/2018	IR	Continuation to prepare case for discovery through the litigation schedule, provided by the Court and agreed upon by the parties; review of the Assistant State Attorneys' June 18, 2014 report as to the allegations surrounding Germaine Jones and the incident in question; conferences regarding same at litigation team meeting this date and whether any depositions were taken at the time and/or ultimately preserved; updated Trial Witness Tracking chart with information gleaned from these 2014 reports and Internal Investigations conducted by the Boynton Beach Police Department.	3.60	
	TAD	Receipt and review of correspondence re: mediation. Receipt of correspondence from mediator and notice of mediation. Prepare correspondence to City re: same.	0.50	
07/30/2018	TAD	Receipt and review of correspondence re: trial setting and discovery. Telephone conference with officer counsel re: experts and discovery.	0.40	
FOR CURRENT SERVICES RENDERED			16.50	2,742.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	0.50	\$205.00	\$102.50
INGRID RIERA	8.00	125.00	1,000.00
TRACEY A. DECARLO	8.00	205.00	1,640.00

adv. Jean-Baptiste, Kevens

Photocopies	<u>2.10</u>
TOTAL EXPENSES THRU 07/31/2018	<u>2.10</u>
TOTAL CURRENT WORK	2,744.60
BALANCE DUE	<u>\$2,744.60</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905064
STATEMENT NO: 21193

adv. Kimsey, Erin (MVA)

Billing Category 18-RLO
Claim #001470-000228-AB-01

			HOURS	
07/24/2018	TAD	Receipt and review of correspondence re: stipulation and settlement. Receipt of stipulation.	0.30	
07/31/2018	TAD	Receipt and review of order of dismissal.	0.10	
		FOR CURRENT SERVICES RENDERED	0.40	82.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.40	\$205.00	\$82.00
TOTAL CURRENT WORK				82.00
BALANCE DUE				<u>\$82.00</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905066
STATEMENT NO: 21194

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO
Claim #001470-000341-GB-01

			HOURS
07/05/2018	IR	Continuation of trial preparation, in advance of the four [4] week docket, commencing October 15, 201 through November 9, 2018; conferences with TAD and RAA regarding strategy, additional projects, status of pending IRS records, recently requested, and discussions relevant potential prior employers and medical providers, expected to be subpoenaed for trial; prepared emails; reviewed Trial Court Order, entered on June 13, 2018 and re-revised the court ordered deadlines in the litigation team's outline; prepared accompanying ticklers on each of the listed deadlines.	2.20
07/09/2018	IR	Continuation of review and cross-referenced records received via subpoena duces tecum, as disclosure for use trial exhibits; reviewed online court docket, to ensure internal pleadings follow same [relevant to discovery and response]; updates prepared on Trial Witness Tracking chart.	2.80
07/10/2018	IR	Preparation of summaries of records, received in response to multiple subpoenas duces tecum, for medical records, radiology films and reports, and employment records from various entities; continuation of updates to Trial Witness Tracking charts.	0.80
07/11/2018	TAD	Receipt and review of correspondence re: Tordilla deposition. Prepare response to same. Prepare notice of deposition and subpoena for Tordilla deposition.	0.60
07/12/2018	IR	Online discovery searches for previous employers of Plaintiff and other information that may lead to tracking of individuals and entities who did not respond to the City of Boynton Beach's subpoenas duces tecum relevant to medical records and employment records, in an effort to substantiate Plaintiff's wage loss claims and alleged permanent physical injuries losses.	2.10
07/13/2018	TAD	Receipt and review of correspondence from Calvenase re: deposition issues. Receipt of correspondence from plaintiff re: status of discovery and issues.	0.20
	IR	Online searches for Jack Schrold; new information pertaining to The Florida Bar information noted relevant to Mr. Schrold's law license from 2003 and	

adv. Gregory, Mola (slip & fall)

			HOURS
		2004 noted, however currently his license is noted to be in good standing; prepared memos relating to this new information and other contact information, should a live deposition become necessary in order to show Ms. Gregory's past earnings and/or fee splitting with Mr. Schroid; online searches for Apptropica, LLC [currently located in North Carolina], that shows Mr. Schroid; same online searches on Brandine Powell in an effort to receive income paid by Powell and/or her law firm to the Plaintiff; prepared tickler to follow up again in two weeks, before filing a Motion to Compel in Palm Beach Circuit court.	1.80
07/16/2018	IR	Receipt and review of of two Internal Revenue Service RAIVS letters, requesting five years of 1040 returns filed by the Plaintiff; conferences with TAD regarding directives; draft correspondence to the Internal Revenue Service, enclosing the original 2015 IRS Form 4506-T, received back in 1 of 2 RAIVS Requests for Tax Return Photocopy of Taxpayer Filed Returns; reviewed information that indicated the payment originally enclosed with IRS Form 4506-T, that specified the Return Income Verification Services Team is processing our request; receipt and review of second RAIVS Requests for Tax Information Documents or Transcripts of Tax Accounts, with 2 boxes checked [IRS kept the original executed Form 4506-T for tax years 2011 - 2014; three lengthy telephone conferences with Internal Revenue Service, regarding Form 13873-T and Form 13873-D, with regard to information needed to obtain the Plaintiff's 2011-2015 Income Tax Returns, as the IRS will not provide records [due to Plaintiff changing last names 3 times]; follow-up conference with TAD regarding same.	5.50
07/17/2018	IR	Online research pertaining to Internal Revenue Service receipt of subpoenas duces tecum, relative to the past five[5] years of federal income tax returns; draft of Notice of Projection to Non-Party subpoena, as well as Subpoena Duces Tecum directed to the Internal Revenue Service; reviewed and revised the duces tecum portion of the subpoena relevant to necessary attached documents and records that are filed with annual Form 1040; draft correspondence to litigation team, advising of dates to have IRS subpoena issued; preparation of tickler regarding same;	3.30
07/18/2018	TAD	Prepare revised notice of deposition and correspondence to Lestrangle re: deposition.	0.20
07/20/2018	IR	Telephone conference with Dr. Zeide's staff pertaining to materials sent to Dr. Zeide, for his review, to act as an expert witness; preparation of email to Dr. Zeide's staff regarding same; conference with TAD regarding status of discovery and other pending projects, in advance of discovery cut-off on September 25, 2018; prepared updates to trial witness tracking chart; prepared ticklers to receive responsive email from Dr. Zeide's staff by Tuesday 7.24.18 at the latest.	1.30
	TAD	Receipt and review of correspondence from Calvenese re: depositions. Prepare response to same.	0.20
07/23/2018	TAD	Prepare correspondence to expert re: review of claims. Prepare records for expert review. Review discovery responses re: status of claims.	0.90
07/24/2018	IR	Receipt of email from Dr. Zeide's office pertaining to discovery; responded	

adv. Gregory, Mola (slip & fall)

			HOURS	
		to Dr. Zeide's staff regarding same; prepared email to litigation team regarding medical expert witness and CME of Plaintiff, in advance of discovery cut-off period; updates to trial witness tracking chart.	1.10	
07/25/2018	IR	Reviewed Order Retting Case for Jury Trial, entered by Honorable Lisa Small on June 13, 2018, specifically pertaining to the deadline to disclose each parties' rebuttal witnesses, as noted on the original trial order, II. Uniform Pretrial Procedure (B); reviewed City of Boynton Beach's Trial Witness Tracking Chart regarding the status of any rebuttal expert witnesses to Plaintiff's trial experts.	0.60	
	TAD	Prepare correspondence to Dr. Tordilla re: deposition.	0.20	
07/26/2018	RAA	Review file and consider defense strategy.	0.30	
07/27/2018	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40	
07/30/2018	IR	Receipt and review of the Department of Treasury, Internal Revenue Service's correspondence response to the our July 16, 2018 request for the Plaintiff's 2015 Form 1040, with notation that the IRS sent correspondence to the Plaintiff, indicating why tax information will not be released to a third party; conference with TAD regarding same; preparation of tickler to check status of subpoena duces tecum to IRS, to be served in August 2018 and other case strategy.	0.70	
07/31/2018	IR	Reviewed status of Notice of Production from Non-Party for date Internal Revenue Service subpoena duces tecum is issued and due to the City of Boynton Beach; confirmed ticklers prepared to have this subpoenaed issued immediately, as the IRS is refusing to provide the City with Plaintiff's income taxes, etc. [as its review of Plaintiff's alleged loss of income];	0.90	
		FOR CURRENT SERVICES RENDERED	26.10	3,470.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	0.30	\$205.00	\$61.50
INGRID RIERA	23.50	125.00	2,937.50
TRACEY A. DECARLO	2.30	205.00	471.50

Color photocopies	8.05
Photocopies	200.55
TOTAL EXPENSES THRU 07/31/2018	208.60
TOTAL CURRENT WORK	3,679.10
BALANCE DUE	\$3,679.10

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905073
STATEMENT NO: 21195

Attn: Lynn Swanson

adv. Robinson, Bennie (false arrest)

Billing Category 18-RLO
Claim #001470-000336-GB-01

			HOURS
07/02/2018	TAD	Revise exhibit list for trial. review depositions re: witness information for witness list. Review correspondence re: pre-trial stipulation. Review proposed pre-trial stipulation. Receipt of motion to continue and proposed order on same.	3.80
07/05/2018	IR	Conferences with TAD regarding Pretrial Stipulation Deadline, specific listings to be included; reviewed file for medical information, reviewed Plaintiff's deposition and cross-referenced with Plaintiff's Answers to Interrogatories regarding same; telephone conference with clerk at Ben Bedard's office; preparation of revisions to City of Boynton Beach's Witness List and its Exhibits List, accordingly.	1.20
	TAD	Receipt and review of correspondence re: motions in limine. Confer with officer counsel re: trial issues and motions in limine. Review and edit witness and exhibit list.	1.80
07/06/2018	IR	Preparation of outline to Order Resetting Trial Period, that rolled this case to Judge Marra's August 27, 2018 docket and all court filings and deadlines are advanced five [5] weeks, to correspond to the new trial period; conference with TAD regarding status of potential settlement negotiations with Plaintiff's counsel; preparation of tickler for 10 days from today; revisions to Main Trial Notebook, for use at jury trial, reviewed Plaintiff's documents, including depositions already taken in this case; updates to City of Boynton Beach's Trial Witness Tracking chart, with notes as to which trial witnesses will need to be subpoenaed for trial and their contact information; continuation of legal research for various trial notebooks and for matter to be heard pre-trial by the Court; additional trial preparation.	5.10
	TAD	Receipt and review of order on Motion to Continue. Receipt of correspondence from Court re: order and trial. Review issues with order. Prepare correspondence to counsel with order. Confer with judicial assistant re: order issues.	0.90
07/09/2018	TAD	Receipt and review of correspondence from plaintiff re: trial orders and prepare correspondence to officer counsel re: order. Receipt of response to same.	0.40

adv. Robinson, Bennie (false arrest)

			HOURS		
07/11/2018	IR	Online searches for Honorable Judge Marra local rules, specifically with regarding to tagging trial exhibits, as such are entered during trial; reviewed Plaintiff's trial exhibits, so as both parties may enter those sets of exhibits as agreed to by the parties, in preparation for August trial.	2.70		
07/27/2018	TAD	Receipt and review of trial order and information on judge. Prepare outline of trial issues and items to complete. Confer with IVR re: trial preparation. Review deposition of Harris and prepare outline of same for trial.	2.70		
	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40		
07/30/2018	IR	Preparation for and conference with TAD to discuss trial preparation, for two week trial commencing on August 27, 2018; reviewed and revised trial notebooks, pleadings and witness folders regarding same; retrieved prior emails to co-counsel's office, requesting information in advance of trial.	3.10		
	TAD	Review all trial exhibits and exhibit lists from Officer counsel re: trial preparation. Meet with IVR re: trial preparation and information for witnesses. Review deposition of Herry. Prepare outline of same for trial. Review case law re: trial memoranda.	4.40		
FOR CURRENT SERVICES RENDERED			26.50	4,432.50	

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	12.50	\$125.00	\$1,562.50
TRACEY A. DECARLO	14.00	205.00	2,870.00

Photocopies	21.70
TOTAL EXPENSES THRU 07/31/2018	21.70
TOTAL CURRENT WORK	4,454.20
BALANCE DUE	<u>\$4,454.20</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905083
STATEMENT NO: 21196

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

Billing Category: 18-RLO
Claim #001470-000330-GB-01

			HOURS
07/03/2018	IR	Receipt and review Order from the court, on the dispositive motions from June 26, 2018 evidentiary hearing.	0.20
07/09/2018	TAD	Receipt and review of correspondence re: information on former employees. Review records re: termination and resignations. Prepare correspondence re: same. Review depositions of Turner, Brode and Ramsey re: depositions of facilities employees. Prepare for deposition of Kelley, deposition of Carpenter, deposition of Proano, deposition of Cinque, deposition of Lamons, deposition of Mierke.	4.20
	IR	Receipt and review of directive pertaining to project, in order to prepare for depositions this week; reviewed file to retrieve relevant documents for Plaintiff's depositions this week of witnesses at City of Boynton Beach [current and previous witnesses].	1.90
07/10/2018	IR	Finalized sets of witness files for depositions this week of Tom Carpenter, Chris Cinque, Stephen Kelly and Fabian Proano; finalized review and retrieval of requested records for Plaintiff's depositions this week of witnesses at City of Boynton Beach [current and previous witnesses].	2.70
07/11/2018	TAD	Receipt and review of correspondence from plaintiff re: former employee and prepare response to same. Telephone conference with City re: employee depositions. Prepare for depositions of former employees. Review proposed order and make revisions to same.	2.40
07/12/2018	TAD	Review prior depositions re: information on claims for upcoming depositions of former employees. Review information on termination of employees re: depositions. Confer with IVR re: deposition issues and trial issues. Prepare exhibits for depositions.	3.40
07/13/2018	RAA	Receive/review order setting status hearing; Confer with Attorney DeCarlo re: response; Draft correspondence to judge requesting reschedule; Correspondence to opposing counsel requesting review and approval; Correspondence to judge re: letter attached; Telephone conference with judicial assistant re: same.	1.00

adv. Galindez, Dennis (slip & fall)

			HOURS
	TAD	Attend depositions of Lamons, Proano and Mierkle. Confer with Plaintiff re: trial issues. Receipt of order re: status check and trial. Confer with RAA re: hearing. Receipt of correspondence from plaintiff re: hearing.	8.80
07/16/2018	RAA	Confer with Attorney DeCarlo re: defense strategy.	0.30
	IR	Receipt and review of Order Setting Status Check and to Set trial Date, for hearing on 7. 17.18 at 9:30 a.m., and the Order entered on 7.13.18; prepared tickler to follow up with TAD if anything specific needed for said sua sponte order; conference with TAD regarding depositions and review of Plaintiff's medical records, with the workers' compensation lien in place for funds already paid on Plaintiff's behalf; prepared tickler relevant to potential offer of judgment to the Plaintiff and his Wife in September, as follow-up of issues for trial.	1.30
	TAD	Receipt and review of notices of deposition former employees. Review case law and information on plaintiff's expert for trial.	3.40
07/17/2018	TAD	Receipt and review of re-notice of depositions of City employees. Prepare for hearing re: status conference. Receipt of order resetting hearing. Review witness and exhibit list re: trial information for hearing. Receipt of correspondence re: pre-trial stipulation. Receipt of revised stipulation.	2.40
07/18/2018	JAC	Review case status - discovery.	0.70
	TAD	Attend hearing on status conference and trial setting. Receipt of correspondence from plaintiff re: order. Confer with Plaintiff re: trial issues.	4.30
07/19/2018	RAA	Confer with Attorney DeCarlo re: trial preparation strategy and status hearing outcome.	0.20
	IR	Updated trial witness tracking chart, with dates of availability for each of the City's trial witnesses and expert witnesses as well; draft correspondence to Dr. Sukienik's office manager and received response; conference with TAD regarding same.	1.70
	TAD	Receipt and review of correspondence re: stipulation. Prepare correspondence to employees re: trial setting and appearance. Receipt or responses to same.	0.80
07/20/2018	RAA	Confer with Attorney DeCarlo re: litigation strategy and update.	0.40
	TAD	Receipt and review of correspondence from plaintiff re: trial disclosures and witness issues. Prepare correspondence to plaintiff re: trial, issues with status report and issues with witnesses. Receipt of 10 th request for production.	0.80
07/23/2018	TAD	Receipt and review of correspondence from trial witnesses. Prepare response to same. Receipt of correspondence from City re: response to request for production. Prepare response to request for production.	1.30
07/24/2018	IR	Receipt, review and updates made to Trial Availability log, relevant to the City of Boynton Beach's trial witnesses, which include expert witnesses; prepared tickler to follow-up again with our witnesses by mid-August for a status of trial [and potentially advise which of the 2 weeks in October the judge wants this matter tried in Palm Beach County, FL].	0.40
	TAD	Receipt and review of correspondence from plaintiff re: status of order on motions. Prepare response to same. Review trial information re:	

adv. Galindez, Dennis (slip & fall)

			HOURS		
preparation of joint report to court. Receipt of correspondence from plaintiff re: proposed order. Review correspondence from witness re: trial issues.			3.30		
07/25/2018	IR	Retrieved online court docket, to confirm all parties' pending discovery is updated; review online trial docket for Judge Jamie Goodman, regarding which of 2 weeks may be posted; continued to update Trial Witness Tracking Chart and Trial Availability chart, for City of Boynton Beach's trial fact and expert witnesses;	0.80		
	TAD	Receipt of correspondence from court re: trial setting. Receipt of correspondence from plaintiff re: proposed order on status conference. Review proposed order and prepare response to plaintiff re: same.	0.40		
07/27/2018	TAD	Confer with IVR re: trial issues and exhibits. Revise order on motion in limine and prepare correspondence to plaintiff re: same. Receipt of correspondence from plaintiff re: motion in limine. Prepare correspondence to Court re: proposed order.	0.90		
	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40		
07/30/2018	IR	Receipt and review of Agreed Order on Defendant City of Boynton Beach's Motion in Limine; preparation of tickler to update Trial Notebook with the Court's ruling of July 30, 2018 relevant to the City's Motion in Limine.	0.30		
07/31/2018	IR	Receipt, review and preparation of ticklers relevant to the Pre-Trial Scheduling Order, entered by the Court on July 30, 2018, in advance of the special set trial date of October 22, 2018; preparation of updates to the City of Boynton Beach's Trial Witness Tracking chart accordingly; checked status of deposition transcripts from Plaintiff's additional depositions taken from earlier this month.	0.90		
	TAD	Receipt and review of pre-trial scheduling order. Receipt of correspondence to Court re: trial setting and response from Court.	0.40		
FOR CURRENT SERVICES RENDERED			50.00		9,402.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.70	\$205.00	\$143.50
RYAN A. ABRAMS	1.90	205.00	389.50
INGRID RIERA	10.60	125.00	1,325.00
TRACEY A. DECARLO	36.80	205.00	7,544.00

Photocopies	137.55
TOTAL EXPENSES THRU 07/31/2018	137.55
TOTAL CURRENT WORK	9,539.55

CITY OF BOYNTON BEACH

adv. Galindez, Dennis (slip & fall)

Page: 4
08/02/2018
ACCOUNT NO: 306-9905083
STATEMENT NO: 21196

BALANCE DUE

\$9,539.55

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905093
STATEMENT NO: 21197

Attn: Lynn Swanson

adv. Jenkins, Gail and Leon (Demolition)

Billing Code: 18-RLO
Claim #001470-000382-GD-01

			HOURS	
07/02/2018	TAD	Receipt and review of correspondence from mortgage counsel re: satisfaction. Receipt of recorded satisfaction and prepare correspondence re: same. Revise notice of dismissal. Receipt of correspondence re: satisfaction and stipulation from Plaintiff.	0.80	
07/09/2018	TAD	Receipt and review of satisfaction of mortgage. Prepare correspondence to all parties re: same. Prepare release of lis pendens. Review notice of voluntary dismissal and stipulation for filing with Court. Prepare response to same.	0.70	
07/18/2018	TAD	Receipt and review of order of dismissal. Prepare correspondence to City re: dismissal and all relevant documents.	0.50	
07/20/2018	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same.	0.30	
		FOR CURRENT SERVICES RENDERED	2.30	471.50

TIMEKEEPER		RECAPITULATION		TOTAL
		HOURS	HOURLY RATE	
TRACEY A. DECARLO		2.30	\$205.00	\$471.50

Color photocopies	0.35
Photocopies	4.20
TOTAL EXPENSES THRU 07/31/2018	4.55

07/09/2018	Simplifile - Record Satisfaction of Assessment	18.10
07/11/2018	Clerk of the Court - E-Filing - 74652195	24.10
		42.20

adv. Jenkins, Gail and Leon (Demolition)

TOTAL ADVANCES THRU 07/31/2018	<u>42.20</u>
TOTAL CURRENT WORK	518.25
BALANCE DUE	<u><u>\$518.25</u></u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905098
STATEMENT NO: 21198

Attn: Lynn Swanson

adv. Venegas, Jesusa

Billing Category 18-RLO
Claim #001470-000367-AB-01

			HOURS
07/09/2018	TAD	Receipt and review of Motion to Compel.	0.20
07/10/2018	IR	Receipt and review of email regarding subpoenas duces tecum and the preceding Notice of Production of Non-Party, relevant to same.	0.20
07/11/2018	TAD	Receipt and review of accident and medical information for report and budget. Begin preparation of report an budget.	2.80
07/12/2018	TAD	Receipt and review of correspondence re: hearing and prepare response to same. Receipt of notice of heating on motion to compel. Receipt of report re: status of claim and correspondence re: same.	0.60
	IR	Reviewed online court docket, with noted due date on subpoenas duces tecum of 14 entities and individuals whose records are now due on August 20, 2018; receipt and review of Notice of Hearing on Plaintiff's recently filed motion, regarding discovery information sought; preparation of ticklers to begin to follow up with subpoenas on August 6, 2018.	0.60
07/17/2018	TAD	Continue preparation of budget for claim. Revise report to include additional information on claim. Prepare correspondence to plaintiff counsel. Prepare correspondence to orthopedic expert re: claims. Prepare correspondence to internist re: claims. Prepare second request for production to plaintiff. Prepare second interrogatories to plaintiff.	3.60
07/18/2018	TAD	Receipt and review of correspondence to court re: trial setting. Receipt of notice of readiness for trial.	0.20
07/19/2018	IR	Receipt and review of Notice for Jury Trial, filed with the Court by the Plaintiff, requesting three to four days for this jury trial; prepared tickler to receive a Trial Order from Division AO, within the next 10 days to two weeks; reviewed other online docket entries, in the meantime [check on the progress of discovery].	0.70
	TAD	Revise budget and prepare correspondence to city re: information on incident . Receipt of correspondence re: information on incident. Prepare correspondence to outside vendor re: information on claim.	0.80

adv. Venegas, Jesusa

			HOURS		
07/20/2018	RAA	Research case law on public records law impact on rules of discovery and consider pending objection.	1.10		
	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same. Review plaintiff medical information and prepare documents for review by expert.	2.40		
07/23/2018	RAA	Additional research of case law on interrelation between public records law and discovery process; Confer with Attorney DeCarlo re: same.	0.80		
	TAD	Prepare correspondence to expert re: medical examination and receipt of response to same.	0.30		
07/26/2018	TAD	Receipt and review of motion to compel and supporting documents. Review case law re: issues in motion and prepare: for hearing on same. Prepare proposed order.	1.30		
07/27/2018	RAA	Confer with Attorney DeCarlo re: public records exemption and discovery in litigation; Additional review of case law re: same.	0.50		
07/31/2018	TAD	Attend hearing on motion to compel. Confer with Plaintiff counsel re: settlement and deposition issues. Receipt of order on motion.	4.30		
		FOR CURRENT SERVICES RENDERED	20.40		4,062.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	2.40	\$205.00	\$492.00
INGRID RIERA	1.50	125.00	187.50
TRACEY A. DECARLO	16.50	205.00	3,382.50

Photocopies	168.70
TOTAL EXPENSES THRU 07/31/2018	168.70
TOTAL CURRENT WORK	4,230.70
BALANCE DUE	<u>\$4,230.70</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905102
STATEMENT NO: 21199

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS
07/02/2018	TAD	Receipt and review of notice of hearing on objections. Telephone conference re: same.	0.30
	IR	Receipt and review of Plaintiff's recently filed Notice of Production from Non-Party, directed to Sprint for cellular telephone records; reviewed the City of Boynton Beach's Objection to same, filed on 6.27.18; prepared tickler regarding notice of hearing as to whether the Plaintiff will set objection for hearing; reviewed and updated Trial Witness Tracking Chart, listing the information stated in Plaintiff's subpoena as trial exhibits and trial records custodian.	0.80
07/09/2018	TAD	Receipt and review of notice of hearing on objections.	0.10
07/11/2018	IR	Receipt, review and prepared ticklers relevant to employee personnel file folders, and a CD from the City of Boynton Beach, which also contains the City of Boynton Beach's safety manual, the City's DFWP policy and information regarding post [automobile] accident drug testing; reviewed Plaintiff's request for production, to check which records will be produced to the Plaintiff, in response to her 2d request for production.	0.60
07/20/2018	TAD	Receipt and review of correspondence from plaintiff re: subpoena and prepare response to same. Receipt of correspondence re: discovery. Review correspondence re: discovery documents and prepare response to same.	1.70
07/23/2018	TAD	Review records of Saulter employment re: response to request for production. Prepare memorandum re: same. Prepare response to request for production. Review deposition of plaintiff and prepare summary of same. Prepare correspondence to City employee re: response to discovery and receipt of response to same.	4.60
07/24/2018	IR	Reviewed pleadings and recently propounded discovery by the Plaintiff; prepared tickler to ensure responsive documents are sent to Plaintiff in advance of Dwight Saulter's deposition on August 8, 2018; reviewed tickler regarding Medicare records that were due today and prepared tickler to	

adv. Blutcher, Pamela (MVA)

			HOURS	
		follow up in 10 more days [possibly voluminous records of Plaintiff].	0.60	
	TAD	Review plaintiffs medical records. Revise information on claims. Revise timeline. Continue preparation of revised report to adjuster re: status.	4.80	
07/25/2018	TAD	Confer with Sualter re: discovery and depositions issues. Continue review of plaintiff's records and preparation of report to client. Prepare correspondence re: response to subpoenas.	4.40	
07/26/2018	IR	Receipt and review information relevant to several medical entities, previously subpoenaed; reviewed Plaintiff's extensive medical history, including lists of facilities and medical providers where she has sought medical treatment over the years; conference with TAD regarding same; reviewed defense attorneys' suit status report, with a breakdown of the City's request for discovery it propounded to the Plaintiff and other entities, tracking the various responses, ensuring compliance of same and organization, review and draft summaries of the requested discovery.	2.30	
	TAD	Receipt and review of additional records re: plaintiff treatment for analysis . Revise report. Prepare correspondence to adjuster re: status.	2.80	
07/27/2018	TAD	Receipt and review of records from Surfside re:response to subpoena. Prepare correspondence to PTA re: failure to respond to subpoena.	1.70	
		FOR CURRENT SERVICES RENDERED	24.70	4,719.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	4.30	\$125.00	\$537.50
TRACEY A. DECARLO	20.40	205.00	4,182.00

Color photocopies	10.50
Photocopies	15.40
TOTAL EXPENSES THRU 07/31/2018	25.90
TOTAL CURRENT WORK	4,745.40
BALANCE DUE	<u>\$4,745.40</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905105
STATEMENT NO: 21200

adv. Finz, Stephanie (slip & fall)

Billing Category: 18-RLO
Claim #001470-000368-GB-01

			HOURS
07/02/2018	RAA	Telephone conference call with opposing counsel re: settlement discussions.	0.30
07/03/2018	IR	Continuation of updates to the City of Boynton Beach's trial witness tracking logs, utilized pre-suit information and post-filing information exchanged by the parties;	1.30
	RAA	Draft proposal for settlement and general release and review statute/rules for compliance; Confer with Attorney DeCarlo re: same.	0.80
07/05/2018	RAA	Confer with Attorney DeCarlo re: proposal for settlement to plaintiff; Prepare service correspondence to opposing counsel with proposal for settlement; Prepare and file notice of service of proposal; Draft correspondence to client re: same.	0.90
07/06/2018	RAA	Receive/review proposal for settlement served by plaintiff's counsel and filed notice of service; Confer with Attorney DeCarlo re: same.	0.50
07/09/2018	RAA	Telephone conference call with opposing counsel re: settlement negotiations; Confer with Attorney DeCarlo re: same; Consider response to counteroffer.	0.40
07/13/2018	RAA	Consider strategy on settlement negotiations and discovery responses.	0.20
07/16/2018	RAA	Review litigation plan and consider strategy; Correspondences with opposing counsel re: setting deposition of plaintiff; Draft notice of deposition.	0.60
07/19/2018	RAA	Confer with Attorney DeCarlo re: settlement negotiation strategy; Telephone conference with opposing counsel re: settlement and tentative agreement.	0.50
07/24/2018	RAA	Telephone call to plaintiff's counsel and leave message re: settlement; Draft correspondence to plaintiff's counsel re: same and requesting extension to respond to discovery; Consider strategy and response in settlement negotiations; Additional correspondences with opposing counsel re:	

adv. Finz, Stephanie (slip & fall)

			HOURS	
		settlement demand and counteroffer; Confer with Attorney DeCarlo re: same.	1.40	
07/26/2018	RAA	Telephone conference call with opposing counsel re: settlement discussions; Follow up correspondences with opposing counsel re: same.	0.50	
		FOR CURRENT SERVICES RENDERED	7.40	1,413.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	6.10	\$205.00	\$1,250.50
INGRID RIERA	1.30	125.00	162.50

Photocopies	4.55
TOTAL EXPENSES THRU 07/31/2018	4.55
TOTAL CURRENT WORK	1,417.55
BALANCE DUE	<u>\$1,417.55</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905171
STATEMENT NO: 21201

Attn: Lynn Swanson

adv. Caliendo, Giovanni & Emily (code violation)

Billing Category: 18-RLO
Claim #001470-000400-PI-01

			HOURS	
07/06/2018	TAD	Receipt and review of correspondence re: status of claim and prepare correspondence re: same.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	82.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.40	\$205.00	\$82.00
TOTAL CURRENT WORK				82.00
BALANCE DUE				<u>\$82.00</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905190
STATEMENT NO: 21202

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS
07/02/2018	RAA	Update litigation plan re additional depositions; Telephone call to officer's counsel re: request for information received during deposition of personal representative.	0.40
07/05/2018	RAA	Review and analyze notes from plaintiffs' depositions and draft deposition summary; Search plaintiffs' social media pages and postings.	3.30
07/06/2018	RAA	Confer with Attorney DeCarlo re: litigation plan and priority items; Prepare and finalize letter to Risk Manager re: summary of plaintiffs' depositions.	0.60
	TAD	Receipt and review of information on deposition and prepare correspondence re: same.	0.40
07/09/2018	RAA	Telephone conference call with officers' counsel re: request for witness information and deposition transcript copies; Follow up correspondence from officer's counsel's office re: same; Telephone conference with Assistant State Attorney on criminal case against Lex Eugene and draft memorandum to file re: same; Receive/review deposition transcript of witness.	1.50
07/11/2018	IR	Receipt and review of Plaintiff's Request to Produce to Defendant, City of Boynton Beach, which responses are due August 10, 2018; preparation of tickler to follow up on discovery responses from the City, before the deadline of August 10, 2018; reviewed deposition of Flor Cuevas from July 27, 2017 and updated information in Trial Witness Tracking chart from information gleaned in said transcript.	0.90
07/12/2018	RAA	Confer with Attorney DeCarlo re: litigation plan and strategy.	0.30
07/25/2018	RAA	Revise litigation plan re: preparing written discovery to plaintiffs.	0.20
	IR	Prepared Trial Witness Tracking Chart, to list all witnesses, medical providers and facilities, etc. and to follow along with subpoenas duces tecum when records arrive, witnesses served with process pursuant to subpoenas duces tecum, live depositions and trial subpoenas.	1.90

adv. Readon, Jayden, Estate of (police chase)

			HOURS	
07/27/2018	RAA	Confer with Attorney DeCarlo re: pending matters and defense strategy; Review file and update litigation plan; Review deposition transcripts for plaintiffs re: additional information needed.	0.70	
07/28/2018	RAA	Review plaintiff's requests for production to City re: grounds for objection; Draft responses to requests for production; Review and summarize evidence on claim; Review and update case law re: law enforcement liability for police chases and prepare summary of same.	3.40	
07/30/2018	RAA	Continued review and summarization of evidence in file; Telephone call to opposing counsel's office re: proposed settlement discussions.	1.80	
		FOR CURRENT SERVICES RENDERED	15.40	2,933.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	12.20	\$205.00	\$2,501.00
INGRID RIERA	2.80	125.00	350.00
TRACEY A. DECARLO	0.40	205.00	82.00

Photocopies	26.95
TOTAL EXPENSES THRU 07/31/2018	26.95
TOTAL CURRENT WORK	2,959.95
BALANCE DUE	<u>\$2,959.95</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905199
STATEMENT NO: 21203

adv. Robling, Aaron (Police)

Billing Category: 18 - RLO
Claim #001470-000403-PP-01

			HOURS	
07/05/2018	TAD	Receipt and review of correspondence re: status and prepare response to same. Telephone conference with Plaintiff counsel re: potential settlement.	0.40	
07/26/2018	TAD	Receipt and review of plaintiffs notice of service of answers to interrogatories and answers. Receipt of notice of service of answers to School Boards discovery. Prepare correspondence to Scholl Board re: discovery. Prepare correspondence to City re: responses to discovery from Plaintiff.	1.90	
07/27/2018	TAD	Receipt and review of correspondence re: deposition of plaintiff. Prepare response to same. Prepare notice of deposition of plaintiff. Receipt of order setting trial.	0.40	
	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40	
07/30/2018	RAA	Confer with Attorney DeCarlo re: pending discovery.	0.20	
	TAD	Receipt and review of correspondence from School Board counsel re: depositions of the Plaintiff and representatives and prepare response to same. Receipt of trial order and prepare correspondence to City re: same.	0.90	
07/31/2018	IR	Extensive review of pleadings and file; preparation of internal trial order outline, following the Court's Order Setting Jury Trial and Directing Pretrial Mediation and Jury Instructions Procedures, entered by Honorable Dana Gillen on July 27, 2018 and prepared ticklers for all court and trial deadlines; reviewed pleadings and checked status of discovery, including responses from all parties.	1.30	
		FOR CURRENT SERVICES RENDERED	5.50	991.50

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	0.20	\$205.00	\$41.00

CITY OF BOYNTON BEACH

adv. Robling, Aaron (Police)

Page: 2
08/02/2018
ACCOUNT NO: 306-9905199
STATEMENT NO: 21203

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	1.70	125.00	212.50
TRACEY A. DECARLO	3.60	205.00	738.00

TOTAL CURRENT WORK	991.50
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BALANCE DUE	<u>\$991.50</u>
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Page: 1
08/02/2018
ACCOUNT NO: 306-9905213
STATEMENT NO: 21204

Attn: Lynn Swanson

adv. Coupet, Kenson (parent of child injured)

Billing Category: 18 - RLO
Claim #001470-000405-GB-01

			HOURS
07/02/2018	RAA	Review case law provided by opposing counsel in opposition to City's Motion to Dismiss and prepare argument.	1.20
07/03/2018	RAA	Attend hearing on City's Motion to Dismiss; Discussion with counsel for Layne Heavy Civil, Inc. re: indemnity; Receive/review signed order from judge on Motion.	3.10
07/06/2018	RAA	Confer with Attorney DeCarlo re: litigation plan and priority items.	0.30
	TAD	Receipt and review of notice of non-party production. Receipt of subpoenas to medical providers. Prepare request for records.	0.60
07/10/2018	IR	Reviewed Co-Defendant, Layne's Construction's Notice of Production from Non-Party, as well as the subpoenas duces tecum attached thereto; prepared tickler to receive copies of said records, when co-defendant receives same.	0.30
07/12/2018	RAA	Confer with Attorney DeCarlo re: litigation plan and strategy, and upcoming deadlines.	0.30
	TAD	Receipt and review of correspondence from Layne re: indenification issues. Confer with RAA re: hearing and response to complaint.	1.20
07/15/2018	RAA	Review and evaluate accuracy of allegations in Complaint; Begin drafting Answer and Affirmative Defenses.	1.20
07/16/2018	RAA	Continue review of file including bid solicitation general conditions, resolution adopting contract, correspondence history, and photographs; Consider indemnification and other claims against co-defendant Layne Heavy Civil, Inc.; Finish drafting Answer and Affirmative Defenses; Begin drafting Crossclaim against Layne; Research and analyze case law and statutes governing indemnification claim and confer with Attorney DeCarlo re: same; Draft memo to file re: research.	6.90
07/17/2018	RAA	Additional research of potential claims for inclusion in Crossclaim; Request original agreement with Layne Heavy Civil, Inc. from City; Complete draft of	

adv. Coupet, Kenson (parent of child injured)

			HOURS	
		Answer and Affirmative Defenses and Crossclaim, and review and edit same.	3.40	
07/18/2018	TAD	Telephone conference with Layne counsel re: indemnity demand.	0.20	
07/19/2018	TAD	Receipt and review answer and prepare revisions to same. Telephone conference with Layne counsel re: indemnity issues and resolution.	0.40	
07/20/2018	RAA	Confer with Attorney DeCarlo re: litigation strategy and update; Additional review and edits of Answer/Affirmative Defenses and Crossclaim.	0.80	
07/23/2018	RAA	Additional review and editing of Answer/Affirmative Defenses and Crossclaim; Prepare exhibits to Crossclaim; Confer with Attorney DeCarlo re: same.	1.10	
07/24/2018	IR	Reviewed notes from litigation meetings regarding directives and responsive discovery materials; prepared email to City of Boynton Beach employee, relative to additional items needed since TAD meeting with city employee earlier this month; prepared tickler to receive response and/or items requested within 3 days; reviewed correspondence relevant to co-defendant Layne being taken over by another entity and potential new strategy.	1.10	
07/25/2018	RAA	Revise litigation plan re: setting plaintiff's deposition and identify additional information needed from City.	0.20	
07/26/2018	IR	Receipt and review of correspondence regarding names of individuals to be utilized and potentially called as City of Boynton Beach's witnesses; created updates to Trial Witness Tracking Chart, to update the information of new and existing witnesses;	0.60	
07/27/2018	RAA	Confer with Attorney DeCarlo re: pending matters and defense strategy; Review file and update litigation plan.	0.40	
07/30/2018	TAD	Receipt and review of notice of non-objection to non-party subpoenas.	0.10	
		FOR CURRENT SERVICES RENDERED	23.40	4,637.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	18.90	\$205.00	\$3,874.50
INGRID RIERA	2.00	125.00	250.00
TRACEY A. DECARLO	2.50	205.00	512.50

Photocopies	28.35
TOTAL EXPENSES THRU 07/31/2018	28.35

adv. Coupet, Kenson (parent of child injured)

07/27/2018	Clerk of the Court - E-Filing - 75378865	400.00
		<u>400.00</u>
06/27/2018	Federal Express - Invoice 6-253-18732	15.59
		<u>15.59</u>
	TOTAL ADVANCES THRU 07/31/2018	<u>415.59</u>
	TOTAL CURRENT WORK	5,080.94
	BALANCE DUE	<u><u>\$5,080.94</u></u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905216
STATEMENT NO: 21205

Attn: Lynn Swanson

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470-000410-EP-01

			HOURS
07/02/2018	IR	Online Palm Beach Circuit Court docket review and Judge Sasser's trial calendar through the end of 2018; receipt and review of appellate filing to the 4th DCA pertaining to Judge Sasser recusal.	1.30
07/11/2018	TAD	Receipt and review of correspondence re: depositions and discovery issues. Prepare correspondence to non-parties re: depositions and receipt of response to same. Prepare revised notices of deposition and subpoenas re: non-parties. Prepare correspondence to plaintiff re: deposition of the plaintiff and receipt of response to same. Prepare update report to client and adjuster.	2.80
07/16/2018	TAD	Receipt and review of correspondence from nonparty re: subpoena response. Prepare notices of deposition for plaintiff witnesses and revise subpoenas for nonparties.	0.40
07/17/2018	TAD	Receipt and review of correspondence re: depositions and former employees. Receipt of correspondence from Lexus and employer re: depositions. Revise subpoenas and notices of deposition for non-party employer depositions.	0.70
07/18/2018	TAD	Prepare correspondence to non-party witnesses re: depositions and discovery issues.	0.20
07/20/2018	RAA	Confer with Attorney DeCarlo re: litigation strategy and update.	0.30
	TAD	Receipt and review of correspondence re: depositions of former employees and prepare response to same.	0.20
07/25/2018	RAA	Review evidence on claim in preparation for upcoming depositions.	1.50
	TAD	Prepare correspondence to plaintiff counsel re: discovery schedule.	0.20
07/26/2018	TAD	Prepare correspondence to Moreno re: depositions and receipt of response to same.	0.30
07/27/2018	RAA	Confer with Attorney DeCarlo re: upcoming depositions and defense	

adv. Ryan, Ronald (whistleblower PD)

		HOURS	
	strategy; Review file and update litigation plan.	0.40	
TAD	Receipt and review of correspondence from Mills re: depositions and records and prepare response to same. Prepare correspondence to Kellman and Trejo and employees re: depositions and receipt of responses to same. Receipt of correspondence from Plaintiff re: Albala deposition and prepare response to same.	1.80	
IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40	
07/30/2018	IR		
	Online check of the Court's new Fall trial calendar and reviewed current status of discovery, and the trial witnesses who are currently scheduled for deposition and which trial witnesses still need to be scheduled; conference regarding upcoming Lexis of Palm Beach live deposition of records custodian and the person with the most knowledge, set for August 21, 2018.	0.60	
	FOR CURRENT SERVICES RENDERED	11.10	2,091.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS	2.20	\$205.00	\$451.00
INGRID RIERA	2.30	125.00	287.50
TRACEY A. DECARLO	6.60	205.00	1,353.00

Photocopies	2.80
TOTAL EXPENSES THRU 07/31/2018	2.80
TOTAL CURRENT WORK	2,094.30
BALANCE DUE	<u>\$2,094.30</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905253
STATEMENT NO: 21206

Attn: Lynn Swanson

adv. Bolt, Barbara Dilger (MVA)

Billing Category: 18 - RLO
Claim #001470-000422-AB-01

			HOURS
07/09/2018	TAD	Receipt and review of notice of deposition of green and subpoena re: same.	0.20
07/10/2018	IR	Receipt and review of email pertaining to former City of Boynton Beach employee, Paul Green's personnel file of records from the date of his hire in 1991 through 2017.	0.30
07/12/2018	IR	Reviewed file and initial review of Paul Green's personnel files received from the City of Boynton Beach;	3.10
07/13/2018	IR	Continuation of drafts on behalf of the City of Boynton Beach, to file its discovery responses that were served with the Complaint; continued to prepare and revise individual folders relevant to former City of Boynton Beach employee, Paul Green and his personnel records since 1991 through 2017; separated files, into nine [9] different categories; quickly scanned and reviewed said personnel files, to ensure redactions were in place, as a portion of these records will be utilized as the City's Responses to Plaintiff's Request for Production.	4.70
07/16/2018	IR	Reviewed Notice of Taking Paul Green deposition duces tecum, on September 5, 2018, and reviewed the documents requested [despite the subpoena lacking the term 'duces tecum'] to ensure the records requested match with the redacted documents to be produced.	1.10
07/17/2018	IR	Continuation of discovery responses and detailed, review and update to our chart that breakdown the City's various personnel records into 9 sub-section portions.	1.70
	TAD	Receipt and review of notice of deposition and subpoena to Green. Prepare correspondence re: same.	0.30
07/18/2018	IR	Reviewed Plaintiff's Responses to Request for Production, noting each of the medical providers, including their relevant information, to send service of process to be used for upcoming discovery, etc.; revisions and updates to trial Witness Tracking Chart; reviewed and revised City of Boynton Beach's Answers to Interrogatories, Responses to Request for Production,	

adv. Bolt, Barbara Dilger (MVA)

			HOURS		
		etc.; continuation of project to review and detail the records that detail Paul Green's employment with the City of Boynton Beach, from 1991 through 2017; preparation listing the personnel records from the City relevant to its employee involved in the automobile accident,	6.80		
07/19/2018	IR	Continuation of City of Boynton Beach's draft discovery responses propounded by the Plaintiff; continuation to review files received from client, to ensure all appropriate and non-privileged materials are included in the City's response; conferences with TAD regarding same; online searches of all individuals involved in this accident and updated the City's Trial Witness Tracking chart.	2.30		
07/20/2018	IR	Final drafts of the City of Boynton Beach's Answers and Objections to Plaintiff's First Set of Interrogatories and Responses and Objections to First Request for Production; conference with TAD regarding online information found pertaining to individuals involved in the accident at issue; updated Trial Witness Tracking chart.	2.10		
		FOR CURRENT SERVICES RENDERED	22.60		2,865.00

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	22.10	\$125.00	\$2,762.50
TRACEY A. DECARLO	0.50	205.00	102.50

Photocopies	43.05
TOTAL EXPENSES THRU 07/31/2018	43.05
TOTAL CURRENT WORK	2,908.05
BALANCE DUE	<u>\$2,908.05</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905277
STATEMENT NO: 21207

adv. Meyer, Tamara (MVA)

Billing Category: 18 - RLO
Claim #001470-000427-AB-01

			HOURS
07/05/2018	TAD	Receipt and review of correspondence re: claim status from adjuster and prepare response to same. Prepare records request for plaintiff records.	0.80
07/10/2018	TAD	Receipt and review of correspondence from state attorney's office re: records request and prepare response to same. Prepare records request to local office.	0.30
07/17/2018	TAD	Receipt and review of correspondence re: response to records request. Receipt of records produced. Prepare request for records to local employer. Review information re: claimant.	1.80
07/25/2018	TAD	Receipt and review of correspondence from State Attorney's office re: response to records request. Receipt of documents provided.	0.90
		FOR CURRENT SERVICES RENDERED	3.80
			779.00

	RECAPITULATION	HOURS	HOURLY RATE	TOTAL
<u>TIMEKEEPER</u>				
TRACEY A. DECARLO		3.80	\$205.00	\$779.00

Photocopies	0.70
TOTAL EXPENSES THRU 07/31/2018	0.70
TOTAL CURRENT WORK	779.70
BALANCE DUE	\$779.70

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905282
STATEMENT NO: 21208

Attn: Lynn Swanson

adv. Garber M.D., Harvey (excessive force)

Billing Category: 18 - RLO
Claim #001470-000429-PP-01

			HOURS
07/02/2018	RAA	Review of BBPD policies re: complaint resolution, discipline and departmental regulations; Complete draft responses to interrogatories; Review incident report from the crime scene investigator; Request additional records from City; Consider objections to interrogatories and research rules and case law in support.	3.90
	TAD	Receipt and review of correspondence re: discovery. Review discovery responses re: revisions and meeting with Chief re: same.	0.80
	IR	Continuation of revisions trial order and initial disclosures, to drafts of outline; reviewed City of Boynton Beach's incident report dated October 11, 2017, listing potential trial witnesses, etc.	1.50
07/03/2018	IR	Receipt and review of emails from City of Boynton Beach's various responsive records, following the Court's Order to prepare and follow the Joint Scheduling Order, list of Initial Disclosures, Rule 26; review of City's initial discovery responsive documents and prepared email to assistant with directives to prepare hard copy files, with the attached documents; continuation of memoranda pertaining to the police officers' body cameras from June 4, 2017, from the crime scene and at the hospital.	2.20
	RAA	Review and summarize incident reports, probable cause affidavit and supervisor's incident report; Receive/review training logs for officers; Begin review of additional personnel files received.	2.40
07/05/2018	IR	Reviewed records that have been exchanged between the parties and created PDF sets, in preparation for upcoming depositions and trials.	2.70
	RAA	Confer with Attorney DeCarlo re: preparation of defense; Continue review, analyze and summarize personnel files for Ofc. Esteves.	1.00
07/06/2018	RAA	Complete review of personnel records for Ofc. Esteves; Review training records for all officers named in litigation; Review of training materials for use of force training; Review policies on internal affairs investigation process; Review remaining records received from City; Analyze and summarize all records reviewed; Continue review of medical records received from plaintiff's counsel and provide summaries of same; Cross reference records summaries with allegations in Complaint for comparison;	

adv. Garber M.D., Harvey (excessive force)

			HOURS
		Confer with Attorney DeCarlo re: litigation plan and priority items.	5.70
07/07/2018	RAA	Continue reviewing and summarizing medical records received from plaintiff's counsel.	1.20
07/09/2018	RAA	Request additional information from City re: internal investigation of plaintiff's allegations; Continue review and summarization of voluminous medical records; Update litigation plan and confer with Attorney DeCarlo re: expert witnesses.	4.10
07/10/2018	RAA	Finish review and summarization of voluminous medical records received from plaintiff's counsel; Review medical invoices and calculate total amount billed for plaintiff's injuries and related treatment; Additional research of Section 1983 claim against municipality for further evaluation of plaintiff's claim against the City, after reviewing all records; Telephone conference with police practices/customs expert and follow up correspondence re: same; Review notice of nonparty production served by officers' counsel and ensure completeness; Review interrogatories and requests for production served by officers' counsel; Draft interrogatories and requests for production to plaintiff; Begin drafting initial litigation report to third party administrator and Risk Manager; Confer with Attorney DeCarlo re: discovery strategies.	8.10
	TAD	Receipt and review of report and prepare revisions to same. Review information on experts. Confer with RAA re: report and experts.	1.90
07/11/2018	RAA	Conduct jury verdict research to evaluate potential exposure in a jury trial; Telephone conference with officer's counsel re: expert witnesses and trial strategy; Telephone conference with plaintiff's counsel re: discovery extension and other case specifics; Additional research and review of case law on Section 1983 municipal liability; Continue drafting and finish draft of initial litigation report; Prepare litigation budget; Confer with Attorney DeCarlo re: experts and trial preparation strategy.	7.20
07/12/2018	RAA	Additional review and editing of draft initial litigation report; Confer with Attorney DeCarlo re: same and general litigation plan and strategy.	0.70
07/13/2018	RAA	Make additional edits to and finalize initial litigation report; Confer with Attorney DeCarlo re: same; Draft correspondence to Risk Manager with report and budget attached.	1.20
07/16/2018	RAA	Telephone call with opposing counsel re: requested extension on City's discovery responses; Follow up correspondence re: same; Correspondence from co-defense counsel re: expert witnesses.	0.40
07/17/2018	RAA	Telephone conference call with opposing counsel re: confidentiality order and additional extension on discovery responses; Review medical invoice records and confirm total amount invoiced as claimed by the Plaintiff.	0.60
07/18/2018	RAA	Request additional records from City; Draft Joint Motion and Confidential Order; Begin drafting Requests for Admissions.	3.50
07/19/2018	RAA	Confer with Attorney DeCarlo re: retention of expert witnesses; Telephone	

adv. Garber M.D., Harvey (excessive force)

			HOURS
		conference call with co-defense counsel re: confidentiality order and experts; Draft Interrogatories and Requests for Admission; Review plaintiff's Rule 26 disclosures and determine compliance with rules; Research case law on computation of damages in initial disclosures.	5.30
	TAD	Receipt and review of proposed confidentiality order. Prepare revisions to same. Confer with RAA re: proposed order and issues. Review correspondence to City re: status and information on hearing.	2.40
07/20/2018	RAA	Confer with Attorney DeCarlo re: litigation strategy and update; Additional review and editing of proposed confidentiality order; Telephone conference with opposing counsel re: case specifics and settlement discussion; Review curriculum vitae and fee schedules for proposed expert witnesses; Draft correspondence to Risk Manager re: expert witnesses and providing recommendation.	3.40
	TAD	Receipt and review of proposed confidentiality order. Meet and confer with RAA re: revisions to order. Receipt of correspondence re: hearings and disclosures.	1.60
07/22/2018	RAA	Review and edit interrogatories and requests for admissions; Draft requests for production.	1.80
07/23/2018	RAA	Attend hearing on Officers' Motion to Dismiss based on qualified immunity; Confer with Officers' counsel after hearing re: pending matters; Research de minimus use of force case law; Correspondence from Officers' counsel re: requested discovery extension; Confer with Attorney DeCarlo re: hearing; Receive/review plaintiff's answers to officers' interrogatories; Begin review of documents responsive to requests for production.	4.50
07/24/2018	RAA	Correspondence from Risk Manager re: approval of hiring expert witnesses; Correspondence to officers' counsel re same; Continue drafting requests for production to plaintiff; Complete drafting of confidentiality order and draft correspondence to officers' counsel re: same; Complete first drafts of interrogatories, requests for admissions, and requests for production.	2.80
07/25/2018	RAA	Correspondences with opposing counsel re: request for review of proposed confidentiality order; Correspondence from Officers' counsel approving of proposed confidentiality order; Review procedural rule on expert witness disclosure and review court's pretrial order for additional guidance re: same; Review fee options for police practices expert witness.	0.80
07/26/2018	RAA	Consider fee options for police practices expert and determine appropriate option at this time; Telephone call to expert witness and advise of retention; Confer with Attorney DeCarlo re: discovery requests to plaintiff; Correspondence with opposing counsel re: request for copies of records.	0.70
07/27/2018	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40
07/30/2018	RAA	Receive/review correspondences from adjuster and co-defense counsel re: proposal for settlement.	0.20

adv. Garber M.D., Harvey (excessive force)

FOR CURRENT SERVICES RENDERED				HOURS	
				73.00	14,421.00
RECAPITULATION					
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>		
RYAN A. ABRAMS	59.50	\$205.00	\$12,197.50		
INGRID RIERA	6.80	125.00	850.00		
TRACEY A. DECARLO	6.70	205.00	1,373.50		
Photocopies					157.15
TOTAL EXPENSES THRU 07/31/2018					157.15
TOTAL CURRENT WORK					14,578.15
BALANCE DUE					<u>\$14,578.15</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905297
STATEMENT NO: 21209

adv. Ortiz, Jade (personal injury)

Billing Category: 18 - RLO
Claim #

			HOURS		
07/09/2018	TAD	Receipt and review of correspondence from the City re: information on the area at issue and further information to be obtained.	0.20		
07/30/2018	TAD	Receipt and review of correspondence re: permit information. Prepare response to same. Review documents from DEP.	1.00		
FOR CURRENT SERVICES RENDERED			1.20	246.00	
RECAPITULATION					
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
TRACEY A. DECARLO		1.20	\$205.00	\$246.00	
TOTAL CURRENT WORK				246.00	
BALANCE DUE				<u>\$246.00</u>	

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905315
STATEMENT NO: 21210

adv. Gesner, Ednar (MVA Police)

Billing Category: 18 - RLO
Claim #

			HOURS	
07/05/2018	TAD	Receipt and review of correspondence re: resolution from City and adjuster.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	41.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.20	\$205.00
				<u>TOTAL</u>
				\$41.00
		TOTAL CURRENT WORK		41.00
		BALANCE DUE		<u>\$41.00</u>

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Page: 1
08/02/2018
ACCOUNT NO: 306-9905317
STATEMENT NO: 21211

adv. Harris, Justin (M/Atty Fees-Federal suit)

Billing Category: 18 - RLO
Claim #

			HOURS	
07/12/2018	TAD	Prepare correspondence to City re: information on conclusion of claim for fees.	0.80	
		FOR CURRENT SERVICES RENDERED	0.80	164.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.80	\$205.00	\$164.00
TOTAL CURRENT WORK				164.00
BALANCE DUE				<u>\$164.00</u>

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Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905320
STATEMENT NO: 21212

adv. Russell Hugh Cooper

Billing Category: 18 - RLO

			HOURS
07/02/2018	RAA	Correspondence with officers' counsel re: research dismissal with prejudice.	0.30
07/03/2018	RAA	Correspondence from plaintiff's counsel re: agreed order on Motion to Dismiss.	0.20
07/06/2018	RAA	Confer with Attorney DeCarlo re: litigation plan and priority items; Receive/review order setting hearing on officer's motion to dismiss.	0.40
07/07/2018	RAA	Review and summarize digital evidence received from officers' counsel.	0.90
07/09/2018	RAA	Telephone conference call with officers' counsel re: initial disclosures; Confer with Attorney DeCarlo re: same.	0.30
07/11/2018	IR	Conferences with TAD and RAA pertaining to strategies for discovery and other specific issues, as litigation progresses; reviewed co-defendants' various motions to dismiss, and inquiries if the status of deadlines move as a result therefrom.	0.40
07/12/2018	RAA	Confer with Attorney DeCarlo re: litigation plan and strategy.	0.50
07/13/2018	RAA	Review upcoming pretrial deadlines and update litigation plan; Review incident reports, witness statements, probable cause affidavit, and other documents in file and draft summaries; Telephone conference with plaintiff's counsel re: case specifics and settlement discussion; Follow up correspondences with plaintiff's counsel re: same; Receive/review policy on use of Tasers; Determine additional records needed from City.	3.20
07/16/2018	RAA	Correspondences with opposing counsel re: settlement discussions; Review and plan for upcoming pretrial deadlines.	0.30
07/17/2018	RAA	Receive/review correspondence re: informal opinion on use of tasers; Review and analyze Complaint's allegations of injury in conjunction with informal opinion received re: use of tasers; Receive/review paperless order requiring plaintiff to show cause; Receive/review plaintiff's response to paperless order; Confer with Attorneys DeCarlo and Sherman re:	

adv. Russell Hugh Cooper

			HOURS
		responding to request for officer information; Identify additional documents needed from City and make request for same.	1.80
	IR	Receipt and review of Judge Middlebrook's paperless court order, that the Plaintiff file his responses / objections to several defendants' pending motions to dismiss, or in the alternative, show cause as to why Judge Middlebrooks should not grant the respective defendants' motions to dismiss by default, due by end of business July 19, 2018; prepared tickler pertaining to same.	0.30
07/18/2018	RAA	Receive/review court's paperless order on plaintiff's response to show cause order; Draft initial disclosures pursuant to Rule 26; Confer with Attorney DeCarlo re: same; Telephone conference call with opposing counsel re: confidentiality order.	2.90
07/19/2018	TAD	Receipt and review of initial disclosures and prepare correspondence re: same. Review trial order and revise outline re: same. Receipt of correspondence re: status of discovery.	1.20
07/20/2018	RAA	Receive/review correspondence and attached motion for extension of time to file Amended Complaint; Review and edit Rule 26 initial disclosures; Receive/review correspondence from co-defense counsel's office re: same.	0.80
	IR	Conference with RAA regarding Plaintiff passed away; updated trial witness tracking chart.	0.60
07/23/2018	RAA	Receive/review filed motion for extension of time to file Amended Complaint; Correspondence with Officers' counsel re: initial disclosures; Confer with Attorney DeCarlo re: witnesses to include in initial disclosures; Review and edit initial disclosures; Draft correspondence to Risk Manager re: update on case.	1.70
	JAC	Review case status and options re: M/Amend or Settle.	1.20
07/24/2018	RAA	Telephone conference call with officers' counsel re: documents requested from city and response to plaintiff's request for extension of time; Receive/review additional records re: two witness statements; Correspondences with officers' counsel re: requested records from city; Follow up with City re: additional records requests and status of existing records requests; Request additional records from City; Correspondences with all counsel re: proposed extension of all pre-trial deadlines.	1.90
07/25/2018	RAA	Review pending matters and update litigation plan re: initial disclosures and written discovery; Draft motion for continuance of trial and pretrial deadlines; Review order and rules for compliance; Draft proposed order granting motion.	2.40
07/26/2018	RAA	Correspondences re: responses to request for records from City; Receive/review letter from officers' counsel re: initial disclosures and review officers' initial disclosures; Edit and finalize City's initial disclosures.	1.10
07/27/2018	RAA	Final review and editing of City's Rule 26 disclosures and Motion for Continuance of all unexpired deadlines with proposed order; Draft correspondence to judge with attached proposed order; Receive/Review Court's order granting motions to dismiss and granting plaintiff's motion for	

adv. Russell Hugh Cooper

			HOURS		
		extension; Receive/review correspondence from officers' counsel re: Rule 26 disclosures; Confer with Attorney DeCarlo re: pending matters and defense strategy; Review file and update litigation plan.	2.00		
	IR	Reviewed all trial orders, including outlines prepared by counsel for the City of Boynton Beach; additional preparation of two week ticklers, following the deadlines as noted in the outline; prepared emails to touch base with the litigation team in an effort to discuss strategy.	0.40		
07/28/2018	RAA	Revise drafted confidentiality order.	0.40		
07/30/2018	RAA	Telephone call with co-defense counsel re: proposed joint motion and confidentiality order; Draft correspondence to co-defense counsel re: same; Additional review and changes to confidentiality order.	0.60		
	TAD	Telephone conference with counsel for officers re: experts and status.	0.20		
	TAD	Receipt and review of correspondence from City re: document production and prepare response to same. Telephone conference with officer counsel re: status and expert information.	0.40		
07/31/2018	TAD	Review documents for response to request. Confer with City re: issues with production. Prepare memorandum re: review.	2.50		
		FOR CURRENT SERVICES RENDERED	28.90		5,788.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	1.20	\$205.00	\$246.00
RYAN A. ABRAMS	21.70	205.00	4,448.50
INGRID RIERA	1.70	125.00	212.50
TRACEY A. DECARLO	4.30	205.00	881.50

TOTAL CURRENT WORK 5,788.50

BALANCE DUE \$5,788.50

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905331
STATEMENT NO: 21213

adv. Luchey, Andrew (Demolition)

Billing Category: 18 - RLO
Claim #

			HOURS	
07/26/2018	RAA	Review demolition file and determine timeline of events; Summarize information and consider validity of claim.	0.50	
07/27/2018	RAA	Confer with Attorney DeCarlo re: review and analysis of demolition file.	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	143.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
RYAN A. ABRAMS		0.70	\$205.00	\$143.50
TOTAL CURRENT WORK				143.50
BALANCE DUE				<u>\$143.50</u>

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100 East Boynton Beach Boulevard
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Page: 1
08/02/2018
ACCOUNT NO: 306-9905336
STATEMENT NO: 21214

Attn: Lynn Swanson

adv. Wright, Bernard (discrimination)

Billing Category: 18 - RLO
Claim #

			HOURS		
07/03/2018	TAD	Receipt and review of complaint and claims. Review information from City re: issues. Review statute and case law re: same for meeting. Attend meeting with City re: claim and resolutions.	3.70		
07/05/2018	TAD	Receipt and review of docket information and order re: orders entered and status. Review case law re: claims.	2.80		
07/06/2018	TAD	Receipt and review of case law re: claims in complaint. Begin preparation of motion to dismiss.	3.80		
07/26/2018	TAD	Receipt and review of correspondence re: status. Review docket and orders entered by the COurt re: claims. Prepare correspondence to City re: same.	1.20		
07/27/2018	RAA	Review order requiring Plaintiff's to provide legal support for claims; Confer with Attorney DeCarlo re: same.	0.30		
07/31/2018	IR	Extensive review of file and recent Order Requiring Memorial of Law, entered by the Court on July 12, 2018 [received July 30, 2018]; online review of the court pleadings and deadlines to file by Plaintiff, on behalf of his minor child, J.L.	1.20		
	TAD	Receipt and review of correspondence re: claim. Review insurance information re: policy provisions and prepare correspondence to City re: same. Review docket re: status. Review Plaintiffs memorandum in response to Court's order.	1.80		
FOR CURRENT SERVICES RENDERED			14.80		2,938.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	0.30	\$205.00	\$61.50
INGRID RIERA	1.20	125.00	150.00
TRACEY A. DECARLO	13.30	205.00	2,726.50

adv. Wright, Bernard (discrimination)

Photocopies	<u>16.10</u>
TOTAL EXPENSES THRU 07/31/2018	16.10
TOTAL CURRENT WORK	2,954.10
BALANCE DUE	<u>\$2,954.10</u>

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Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905337
STATEMENT NO: 21215

adv. Daniels, James (Fire Dept Incident)

Billing Category: 18 - RLO

			HOURS	
07/19/2018	TAD	Receipt and review of correspondence re: incident and correspondence from City 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>

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
08/02/2018
ACCOUNT NO: 306-9905338
STATEMENT NO: 21216

adv. Cromarty, Corina (Ambulance accident)

Billing Category: 18 - RLO

			HOURS	
07/19/2018	TAD	Receipt and review of claim letter re: incident. Prepare correspondence to City. Receipt of incident report and SIR and accident information.	1.20	
		FOR CURRENT SERVICES RENDERED	1.20	246.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		1.20	\$205.00	\$246.00
TOTAL CURRENT WORK				246.00
BALANCE DUE				<u>\$246.00</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-June & July 2018	
Cooper v Boynton Beach	10,661.36
Braswell v City	0.00
Jean-Baptiste v Boynton Beach	9,167.21
Andrews v Haugh	0.00
Garber v Dunlop and CBB	0.00
Kimsey v City & Brooks	132.00
Harris v City	0.00
Broberg v City	5,368.10
	<hr/>
	25,328.67
TOTAL June & July 2018 Outside Counsel - Risk	25,328.67

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: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

July 17, 2018
Bill No. 42092

CLIENT: City of Boynton Beach
MATTER: Cooper v. Boynton Beach, et al.

032
18346

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 06/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
05/30/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: our potential representation of Cynthia Rivera and Marco Villari, need for conflict check, and providing Plaintiff's Complaint & Summonses to Rivera & Villari, and review of same (34 pgs).	LHR	0.90
05/30/18	Preparation of email response to City Attorney Tracey DeCarlo re: our potential representation of Cynthia Rivera and Marco Villari and will complete conflict check and advise.	LHR	0.20
05/30/18	Preparation of second e-mail response to City Attorney Tracey DeCarlo re: confirmation of no conflicts and confirmation of our assignment of representation of Cynthia Rivera and Marco Villari and will timely file response pleading.	LHR	0.20
05/30/18	Review of Complaint and background in preparation for Motion to Dismiss Plaintiff's Complaint and in the Alternative, Motion to Strike Prayer for Punitive Damages.	JHL	1.00
05/30/18	Research case law in preparation for Motion to Dismiss Plaintiff's Complaint and in the Alternative, Motion to Strike Prayer for Punitive Damages.	JHL	2.50
05/30/18	Extensive telephone conference with Boynton Beach Attorney Tracey DeCarlo re: background and assignment of case for defense of Officers Rivera and Villari.	LHR	0.40
05/31/18	Communicate/With Client telephone conference with City Risk Manager Julie Oldbury re: need for meeting with Officers Cynthia Riviera and Marco Villari to discuss case & defense strategy.	LHR	0.20
05/31/18	Research USDC Online Docket to obtain copies of any documentation filed in case to date.	RKD	0.40

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
05/31/18	Receipt and review of Court's executed Order Referring Case & Setting Trial Date (3 pgs).	LHR	0.40
05/31/18	Receipt and review of Court's executed Pretrial Scheduling Order and Order Referring Case to Mediation (10 pgs).	LHR	0.50
05/31/18	Receipt and review of Plaintiff's Civil Cover Sheet.	LHR	0.20
05/31/18	Review of criminal case docket for Rule 26 disclosure and potential Heck v. Humphrey defense.	JHL	0.80
05/31/18	Initial drafting of Motion to Dismiss Plaintiff's Complaint and in the Alternative, Motion to Strike Prayer for Punitive Damages and Memorandum of Law in support thereof.	JHL	6.30
05/31/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: acknowledging no conflict for our representation of Officers Cynthia Rivera and Marco Villari.	LHR	0.20
06/01/18	Correspondence to Julie Oldbury re: Defendants, Cynthia Rivera and Marco Villari's Motion to Dismiss Plaintiff's Complaint and Motion to Strike Prayer for Punitive Damages.	LHR	0.30
06/01/18	Revisions to initial draft of proposed Motion to Dismiss and Motion to Strike Punitive Damages.	AGA	1.40
06/01/18	Telephone conference with City Attorney Tracey DeCarlo re: her questions on status of responsive pleading on behalf of Defendants Villari and Rivera and advising Motion to Dismiss being filed this afternoon.	LHR	0.30
06/01/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: advising no IA investigation, advising no body cams in use, and providing City's Incident Report, and review of same.	LHR	0.50
06/01/18	Preparation of email response to City Attorney Tracey DeCarlo re: acknowledging receipt of Incident Report and acknowledging no IA investigation and no body cams in use at time of incident.	LHR	0.20
06/01/18	Receipt and review of Defendant, City of Boynton Beach's Motion to Dismiss Plaintiff's Complaint.	LHR	0.60
06/01/18	Receipt and review of Audit Letter for City of Boynton Beach.	LHR	0.10
06/04/18	Telephone conference with City Risk Manager Julie Oldbury re: need for meetings with Officers Rivera and Villari.	LHR	0.20
06/04/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: need for meetings with Officers Rivera and Villari and requesting their respective contact information for direct communications for defense of case.	LHR	0.20
06/04/18	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: meetings with Officers Rivera and Villari and contact phone numbers.	LHR	0.20
06/05/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo with five color photos of Plaintiff at time of arrest as referenced in incident report, and review of same.	LHR	0.50

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/05/18	Preparation of email response to City Attorney Tracey DeCarlo re: acknowledging receipt of five color photos of Plaintiff at time of arrest as referenced in incident report.	LHR	0.20
06/05/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: meetings with Officer Villari and Officer Rivera.	LHR	0.20
06/05/18	Organizing and logging in records obtained from Tracey DeCarlo, Esq., Counsel for City of Boynton Beach, including incident report, photos, state attorney filing packet, and witness statements.	RKD	1.00
06/05/18	Preparation for meeting with Officer Marco Villari and potentially Officer Cynthia Rivera the next day.	LHR	0.60
06/06/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: meetings with Officer Villari and Officer Rivera.	LHR	0.20
06/06/18	Receipt and review of email response from City Risk Manager Julie Oldbury re: meetings with Officer Villari and Officer Rivera.	LHR	0.20
06/06/18	Attendance at meetings with Officers Marco Villari and Cynthia Rivera at City Hall in Boynton Beach, FL.	LHR	3.20
06/07/18	Receipt and review of Defendants Pellettere, Schwab-Molina, Piva, and White's Motion to Dismiss Plaintiff's Complaint.	LHR	0.40
06/08/18	Initial drafting of proposed joint discovery plan per Magistrate Brannon's scheduling order.	JHL	1.30
06/11/18	Receipt and review of Defendants Darlyne Bruneau RN, Pierre Dorsainvil MD, and Michelene Benjamin RN's Motion to Dismiss Plaintiff's Complaint.	LHR	0.40
06/12/18	Telephone conference with City attorneys Tracey DeCarlo and Ryan Abrams re: scheduling plan and Plaintiff's inability to comply with same.	JHL	0.20
06/12/18	Preparation of correspondence to Julie Oldbury, Risk Manager, City of Boynton Beach, requesting additional file materials.	LHR	0.40
06/12/18	Revisions to this initial draft of Rule 26 (f) Conference Report and Joint Discovery Plan.	AGA	1.00
06/12/18	Correspondence to Tracey DeCarlo, counsel for Boynton Beach, re: initial draft of Rule 26 (f) Conference Report and Joint Discovery Plan.	AGA	0.30
06/12/18	Receipt and review of correspondence from City Attorney Ryan Abrams with cds of photographs of Plaintiff at scene and interior of bank, and copy of surveillance videos, and review of same.	LHR	0.60
06/12/18	Telephone conference with City attorney Tracey DeCarlo re: preparation of joint discovery plan.	JHL	0.20
06/12/18	Telephone conference with Plaintiff counsel Ryan Abrams re: proposed joint discovery plan.	JHL	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/12/18	Receipt and review of Defendant Bradshaw's (Unopposed) Motion for Extension of Time to File Responsive Pleading and proposed Order on same.	LHR	0.40
06/13/18	Receipt and review of Court's executed paperless Order granting Defendant Bradshaw's Motion for Extension of Time to File Responsive Pleading.	LHR	0.20
06/13/18	Receipt and review of Defendant Geo Care's Motion for Enlargement of Time to Respond to Complaint.	LHR	0.30
06/13/18	Receipt and review of Defendant Bradshaw's Answer & Affirmative Defenses to Plaintiff's Complaint & Demand for Jury Trial.	LHR	0.40
06/13/18	Two telephone conferences with City Attorney Counsel Ryan Abrams regarding joint scheduling plan.	JHL	0.60
06/13/18	Receipt and review of e-mail from Ryan Abram, counsel for City, re: City's revisions to Scheduling Report and Discovery Plan.	JHL	0.10
06/13/18	Receipt and review of City's revisions to Scheduling Report and Discovery Plan.	JHL	0.30
06/13/18	Preparation of email response to Ryan Abram, counsel for City, re: City's revisions to Scheduling Report and Discovery Plan.	JHL	0.20
06/14/18	Receipt and review of e-mail from Plaintiff's counsel Lawson re: requesting two week extension for Plaintiff to respond to Defendants Rivera and Villari's pending Motion to Dismiss.	LHR	0.20
06/14/18	Correspondence to all counsel re: revised proposed Rule 26(f) Conference Report and Discovery Plan.	JHL	0.30
06/14/18	Preparation of email response to Plaintiff's counsel Lawlor re: advising of no objection to requested two week extension for Plaintiff to respond to Defendants Rivera and Villari's Motion to Dismiss.	LHR	0.20
06/14/18	Telephone conference with City counsel Ryan Abrams re: status of joint discovery plan and agreement for joint motion for extension of time.	JHL	0.30
06/14/18	Second telephone conference with City counsel Ryan Abrams re: status of joint scheduling plan.	JHL	0.20
06/14/18	Receipt and review of e-mail from Ryan Abram, counsel for City, re: status of Scheduling Report and Discovery Plan.	JHL	0.20
06/14/18	Receipt and review of e-mail from Ryan Abrams, City attorney, re: proposed mediator, Rodney Romano.	AGA	0.20
06/14/18	Preparation of email response to Ryan Abrams, City attorney, re: proposed mediator, Rodney Romano.	AGA	0.20
06/14/18	Receipt and review of e-mail from Craig Lawson, counsel for Plaintiff, re: proposed mediator, Rodney Romano.	AGA	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/14/18	Receipt and review of second e-mail from Craig Lawson, counsel for Plaintiff, re: possibility of Ted Deckert if Rodney Romano is unavailable.	AGA	0.20
06/14/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: status of Discovery Plan.	JHL	0.20
06/14/18	Preparation of email response to Ryan Abrams, counsel for City, re: advising of status of Discovery Plan.	JHL	0.20
06/14/18	Receipt and review of second e-mail from Ryan Abrams, counsel for City, re: status of Discovery Plan.	JHL	0.20
06/14/18	Receipt and review of e-mail from James Williams, counsel for Bradshaw, re: agreement with proposed mediator, Rodney Romano.	AGA	0.20
06/14/18	Receipt and review of third email from James Williams, counsel for Bradshaw, re: agreement with proposed mediator, Rodney Romano.	AGA	0.20
06/14/18	Receipt and review of e-mail from Jeffrey Lawley, counsel for GeoCare, re: agreement with proposed mediator, Rodney Romano.	AGA	0.20
06/14/18	Receipt and review of e-mail from Jessica Butler, counsel for Bradshaw, re: revisions to proposed Discovery Plan.	AGA	0.20
06/14/18	Receipt and review of third email from Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance to file Discovery Plan.	JHL	0.10
06/14/18	Receipt and review of City's proposed Joint Motion for Continuance to file Discovery Plan.	JHL	0.30
06/14/18	Preparation of e-mail to Ryan Abrams, counsel for City, re: revisions to time frame on Joint Motion for Continuance to file Discovery Plan.	LHR	0.20
06/14/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: revisions to time frame on Joint Motion for Continuance to file Discovery Plan.	LHR	0.20
06/14/18	Preparation of second email to Ryan Abrams, counsel for City, re: revisions to time frame on Joint Motion for Continuance to file Discovery Plan.	LHR	0.20
06/14/18	Receipt and review of second e-mail from Ryan Abrams, counsel for City, re: revisions to time frame on Joint Motion for Continuance to file Discovery Plan.	LHR	0.20
06/14/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, to Renee Lundy, counsel for Defendants, re: proposed mediator, Rodney Romano.	AGA	0.20
06/14/18	Receipt and review of e-mail from Renee Lundy, counsel for Defendants, to Ryan Abrams, counsel for City, re: agreement with proposed mediator, Rodney Romano.	AGA	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/15/18	Receipt and review of second e-mail from Plaintiff's counsel Lawlor re: acknowledging & confirming agreement to 2 week extension for Plaintiff to respond to Defendants Rivera & Villari's Motion to Dismiss.	LHR	0.10
06/15/18	Receipt and review of Court's executed endorsed Order granting Defendant Geo Care's Motion for Extension of Time to File Responsive Pleading to Plaintiff's Complaint.	LHR	0.20
06/15/18	Preparation of proposed Order on Joint Motion for Continuance to file Discovery Plan.	JHL	0.30
06/15/18	Preparation of Notice of Selection of Mediator.	JHL	0.30
06/15/18	Receipt and review of e-mail from Jessica Butler, counsel for Bradshaw, re: revisions to proposed Joint Discovery Plan and joint proposed FRE 502(d) order.	AGA	0.10
06/15/18	Receipt and review of Defendant, Bradshaw's, revisions to proposed Joint Discovery Plan and joint proposed FRE 502(d) order.	AGA	0.50
06/15/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.20
06/15/18	Preparation of email response to Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.20
06/15/18	Receipt and review of second e-mail from Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.20
06/15/18	Preparation of second email to Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.20
06/15/18	Receipt and review of third email from Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.10
06/15/18	Receipt and review of fourth email from Ryan Abrams, counsel for City, re: Plaintiff's counsel's agreement with proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.10
06/15/18	Preparation of third email to Ryan Abrams, counsel for City, re: Plaintiff's counsel's agreement with proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.10
06/15/18	Receipt and review of fifth email from Ryan Abrams, counsel for City, re: Plaintiff's counsel's agreement with proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.10
06/15/18	Receipt and review of e-mail from Craig Lawson, counsel for Plaintiff, re: agreement with Defendants' Joint Motion for Continuance to file Discovery Plan.	AGA	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/15/18	Preparation of fourth email to Ryan Abrams, counsel for City, re: Plaintiff's counsel's agreement with proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.10
06/15/18	Receipt and review of second e-mail from Craig Lawson, counsel for Plaintiff, re: revisions to the proposed Joint Discovery Plan.	AGA	0.10
06/15/18	Receipt and review of Plaintiff's revisions to the proposed Joint Discovery Plan.	AGA	0.30
06/15/18	Receipt and review of Plaintiff's Unopposed Motion for Enlargement of Time to Respond to Defendant City's Motion to Dismiss.	LHR	0.40
06/15/18	Receipt and review of sixth email from Ryan Abrams, counsel for City, re: proposed Joint Motion for Continuance of filing Discovery Plan.	AGA	0.10
06/15/18	Preparation of e-mail to Magistrate Brannon re: proposed Order on Joint Motion for Continuance to file Discovery Plan.	JHL	0.20
06/15/18	Receipt and review of Court's executed endorsed Order granting Defendants' Joint Motion for Continuance of Deadline to Submit Joint Discovery Plan.	LHR	0.20
06/15/18	Receipt and review of Court's executed endorsed Order granting Plaintiff's Motion for Extension of Time to Respond to City's Motion to Dismiss.	LHR	0.20
06/20/18	Preparation of Defendants' Notice of Entry of Parties as to Rodney Romano, Mediator.	LHR	0.20
06/22/18	Receipt and review of Plaintiff's Notice of Voluntary Dismissal with Prejudice of Defendant Geo Care.	LHR	0.20
06/22/18	Receipt and review of Plaintiff's Motion for Enlargement of Time to Respond to Motion to Dismiss of Defendants Pelletiere, Schwab-Molina, Piva & White.	LHR	0.30
06/22/18	Receipt and review of Court's executed endorsed Order on Plaintiff's Motion for Enlargement of Time to Respond to Motion to Dismiss of Defendants Pelletiere, Schwab-Molina, Piva & White.	LHR	0.20
06/25/18	Correspondence to all counsel re: revised proposed Joint Discovery Plan.	LHR	0.30
06/26/18	Revisions to proposed joint scheduling plan.	JHL	0.50
06/26/18	Receipt and review of Defendant Armor Corrections' Motion to Dismiss Plaintiff's Complaint.	LHR	0.40
06/26/18	Receipt and review of Defendant Armor Corrections' Motion to Deem Motion to Dismiss Timely Filed.	LHR	0.30
06/26/18	Receipt and review of Court's executed Order Dismissing Defendant Geo Care.	LHR	0.20
06/26/18	Receipt and review of e-mail from Jessica Butler, counsel for Bradshaw, re: agreement with proposed Discovery Plan.	JHL	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/27/18	Telephone conference with City counsel Ryan Abrams re: proposed joint discovery plan.	JHL	0.20
06/27/18	Telephone conference with co-defendant counsel Renee Lundy re: proposed joint discovery plan and plans to comply with same.	JHL	0.20
06/27/18	Preparation of e-mail to City counsel Ryan Abrams re: proposed joint discovery plan.	JHL	0.20
06/27/18	Receipt and review of e-mail from Colleen Edwards of Gallagher Bassett, re: advising of Brit excess adjuster David Bachman.	LHR	0.20
06/27/18	Receipt and review of e-mail from Gallagher Bassett Representative Colleen Edwards to City Risk Manager Julie Oldbury re: advising Brit has been notified of claim and status of providing adjuster information for reporting.	LHR	0.20
06/27/18	Preparation of email response to Gallagher Bassett Representative Colleen Edwards and City Risk Manager Julie Oldbury re: acknowledging claim reported to Brit, confirmation of our prior assignment of defense of Villari and Rivera, and confirmation of timely filing of responsive pleading.	LHR	0.20
06/28/18	Receipt and review of Court's executed endorsed Order granting Defendant Armor's Motion to Deem Motion to Dismiss Timely Filed.	LHR	0.20
06/28/18	Preparation of e-mail to Renee Lundy, counsel for Defendants, re: revisions to Joint Discovery Plan.	JHL	0.20
06/28/18	Receipt and review of e-mail from Renee Lundy, counsel for Defendants, re: revisions to Joint Discovery Plan.	JHL	0.20
06/28/18	Receipt and review of e-mail from Jessica Butler, counsel for Bradshaw, re: no revisions to proposed Joint Discovery Plan.	JHL	0.20
06/28/18	Preparation of second email to Renee Lundy, counsel for Defendants, re: revisions to Joint Discovery Plan.	JHL	0.20
06/28/18	Correspondence to all counsel re: final revised proposed Joint Discovery Plan.	LHR	0.30
06/28/18	Receipt and review of e-mail from Ryan Abrams, City attorney, re: revisions to proposed Discovery Plan.	JHL	0.20
06/28/18	Preparation of email response to Ryan Abrams, City attorney, re: revisions to proposed Discovery Plan.	JHL	0.20
06/28/18	Receipt and review of second e-mail from Ryan Abrams, City attorney, re: advising of revisions to proposed Discovery Plan by Jessica Bulter, counsel for Bradshaw.	JHL	0.20
06/28/18	Preparation of second email to Ryan Abrams, City attorney, re: revisions to proposed Discovery Plan.	JHL	0.20
06/28/18	Receipt and review of e-mail from Craig Lawson, counsel for Plaintiff, re: status of proposed discovery plan.	JHL	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/29/18	Preparation of e-mail to all counsel re: proposed revision to Discovery Plan and confirm ready to be filed with the court.	JHL	0.20
06/29/18	Receipt and review of e-mail from Renee Lundy, counsel for Defendants, re: agreement with proposed revision to Discovery Plan and confirm ready to be filed with the court.	JHL	0.20
06/29/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: agreement with proposed revision to Discovery Plan and confirm ready to be filed with the court.	JHL	0.20
06/29/18	Receipt and review of e-mail from Craig Lawson, counsel for Plaintiff, re: agreement with proposed revision to Discovery Plan and confirm ready to be filed with the court.	JHL	0.20
06/29/18	Receipt and review of e-mail from Jessica Bulter, counsel for Bradshaw, re: agreement with proposed revision to Discovery Plan and confirm ready to be filed with the court.	JHL	0.20
06/29/18	Telephone conference with Jessica Bulter, counsel for Bradshaw, re: agreement with proposed revision to Discovery Plan and confirm ready to be filed with the court.	JHL	0.20
06/29/18	Telephone conference with Jessica Butler, counsel for Bradshaw regarding approval of joint discovery plan.	AGA	0.30
06/29/18	Telephone conference with Ryan Abrams, City Attorney regarding plaintiff counsel's request for Agreed Order granting Motion to Dismiss and defense strategies.	AGA	0.30
06/29/18	Research case law re: whether failure to timely submit a memorandum of law in opposition to a motion to dismiss is grounds for dismissal of complaint with prejudice.	JHL	1.50
06/29/18	Drafting of proposed email to City Attorney Jim Cherof re: research on dismissing cases with prejudice for filing untimely memoranda of law.	JHL	0.50
06/29/18	Receipt and review of second e-mail from Craig Lawson, counsel for Plaintiff, re: proposal of agreed order granting all motions to dismiss without prejudice and with leave to file an amended complaint on or before Friday, July 20.	JHL	0.20
06/30/18	Receipt and review of e-mail from Jim Williams, counsel for Bradshaw, to Craig Lawson, counsel for Plaintiff, re: agreement with proposal of agreed order granting all motions to dismiss without prejudice and with leave to file an amended complaint on or before Friday, July 20.	JHL	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	7.90	165.00	1,303.50
JHL	Jordan H. Lewis, Associate	23.20	140.00	3,248.00

Client: City of Boynton Beach
Matter: 18346 - Cooper v. Boynton Beach, et al.

July 17, 2018
Page 10

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	19.50	165.00	3,217.50
RKD	Rebecca K. Davis, Paralegal	1.40	80.00	112.00
	Total Professional Services	52.00		\$7,881.00

DISBURSEMENTS

Date	Description	Amount
06/06/18	Travel Boynton Beach: attend meeting w/Officers Villari and Rivera. Mileage 48 x .545 = \$26.16. - Lyman H. Reynolds, Jr.	26.16
	Total Disbursements	\$26.16

CURRENT BILL TOTAL AMOUNT DUE

\$ 7,907.16

Balance Forward:

0.00

Payments & Adjustments:

-0.00

Total Due:

\$ 7,907.16

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: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

July 17, 2018
Bill No. 42093

CLIENT: City of Boynton Beach
MATTER: Jean-Baptiste v. Boynton Beach et al.

032
18352

cc: claims@bb.fl.us

BILL FOR FEES AND COSTS THROUGH 06/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/01/18	Receipt and review of Audit Letter for City of Boynton Beach.	LHR	0.10
06/04/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: background and assignment of defense of Officer Germaine Jones, upcoming deadline for responsive pleading, and need for discussions as to potential removal of case, and review of Plaintiff's Complaint and Summonses to City and Officer Jones attached thereto.	LHR	0.80
06/04/18	Preparation of email response to City Attorney Tracey DeCarlo re: confirmation of no conflict for our representation of Officer Jones, status of responsive pleading, and agreement for removal of case to Federal Court.	LHR	0.20
06/04/18	Telephone conference with City Risk Manager Julie Oldbury re: need for meetings with Officer Jones.	LHR	0.20
06/04/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: need for meeting with Officer Jones and requesting his contact information for direct communications for defense of case.	LHR	0.20
06/04/18	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: meeting with Officer Jones and contact phone number.	LHR	0.20
06/04/18	Review of Plaintiff's Complaint in preparation of initial draft of Motion to Dismiss Complaint.	JHL	0.80
06/04/18	Research of case law and statutory law in support of Motion to Dismiss Complaint.	JHL	2.60
06/05/18	Receipt and review of Palm Beach County Schools Student Code of Conduct Handbook for 2015/16.	JHL	0.30
06/05/18	Initial drafting of Motion to Dismiss Complaint.	JHL	2.80

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/05/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: meeting with Officer Jones.	LHR	0.20
06/06/18	Research FL and federal cases regarding qualified immunity and leg sweeps in preparation of Motion to Dismiss.	AGA	1.10
06/06/18	Revisions to initial draft of Motion to Dismiss.	AGA	1.30
06/06/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: meeting with Officer Jones.	LHR	0.20
06/06/18	Receipt and review of email response from City Risk Manager Julie Oldbury re: meeting with Officer Jones.	LHR	0.20
06/06/18	Preparation of second email to City Risk Manager Julie Oldbury re: meeting with Officer Jones.	LHR	0.20
06/06/18	Receipt and review of second e-mail from City Risk Manager Julie Oldbury re: meeting with Officer Jones.	LHR	0.10
06/06/18	Preparation of third email response to City Risk Manager Julie Oldbury re: meeting with Officer Jones.	LHR	0.10
06/06/18	Correspondence to Julie Oldbury, City, re: Defendant, Officer Germaine Jones' Motion to Dismiss Complaint.	AGA	0.30
06/06/18	Correspondence to Tracey DeCarlo, City attorney re: proposed Notice of Removal to Federal Court.	LHR	0.30
06/06/18	Preparation of Notice of Removal to Federal Court.	JHL	0.90
06/06/18	Preparation of Notice of Removal from State Court.	JHL	0.60
06/06/18	Telephone conference with City Attorney Tracey DeCarlo re: strategy for removal of case to Federal Court, and handling of same.	LHR	0.30
06/07/18	Receipt and review of e-mail from Tracey DeCarlo, City attorney, re: no objection to removal to Federal Court.	JHL	0.20
06/07/18	Receipt and review of Notice of Appearance of Counsel for Defendant City of Boynton Beach.	LHR	0.20
06/07/18	Research online news articles and videos regarding incident involving Plaintiff and Officer Jones.	AGA	0.90
06/07/18	Review of IA Summary, Training Bulletins, and Use of Force Policies, and videos of incident in preparation for meeting with Officer Jones.	AGA	1.80
06/08/18	Telephone conference with City Attorney Tracey DeCarlo re: her appearing as counsel for City in case and questions concerning status of responsive pleading on behalf of Officer Jones, and confirming same filed with Court just prior to her filing of Appearance, and will send her copy of same for her file as not yet appearing on docket.	LHR	0.30
06/08/18	Preparation of e-mail to City Attorney Tracey DeCarlo re: Motion to Dismiss and Notice of Filing Exhibit thereto, filed on behalf of Officer Jones.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/08/18	Review prior cases involving City of Boynton Beach to obtain copies of Police Department's Index Codes related to Use of Force and Response to Resistance as well as locate IA Summary for subject incident.	RKD	0.80
06/08/18	Attendance at meeting with Officer Jones at the City of Boynton Beach in Boynton Beach, Florida.	AGA	2.90
06/11/18	Receipt and review of USDC Clerk's Notice of Judicial Assignment	LHR	0.20
06/11/18	Receipt and review of Defendant City of Boynton Beach's Motion to Dismiss Plaintiff's Complaint.	LHR	0.40
06/12/18	Preparation of public records request to Palm Beach County State Attorney's Office, pertaining to subject incident.	LHR	0.60
06/12/18	Preparation of public records request to Palm Beach County Sheriff's Office pertaining to subject incident.	LHR	0.60
06/12/18	Preparation of public records request to School District of Palm Beach County pertaining to subject incident.	LHR	0.60
06/12/18	Preparation of correspondence to Julie Oldbury, Risk Manager, City of Boynton Beach, requesting additional file materials.	LHR	0.40
06/12/18	Receipt and review of Court's executed Order Requiring Scheduling Report and Certificates of Interested Parties (3 pgs).	LHR	0.30
06/12/18	Receipt and review of Court's executed Order on Post-Removal Procedures.	LHR	0.20
06/13/18	Telephone conference with T/C with Clerk of Courts regarding obtaining correct copy of docket sheet from state court.	JHL	0.30
06/14/18	Drafting of proposed certificate of interested parties per Court order.	JHL	0.90
06/14/18	Initial Drafting of proposed joint scheduling report and discovery plan.	JHL	2.20
06/14/18	Drafting of initial proposed order setting trial and requiring mediation.	JHL	0.50
06/17/18	Revisions to initial drafts of Joint scheduling Report, Discovery Plan, and proposed order setting trial and requiring mediation.	AGA	0.80
06/19/18	Receipt and review of e-mail from records custodian at Palm Beach County Sheriff's office re: follow-up with Boynton Beach Police Department for additional records re: incident pertaining to plaintiff, Kevens Jean-Baptiste.	RKD	0.20
06/19/18	Receipt and review of records from Palm Beach County Sheriff's office pertaining to plaintiff, Kevens Jean-Baptiste, pursuant of public records request.	LHR	0.20
06/19/18	Telephone conference with records custodian at the School District of Palm Beach County, requesting additional information pertaining to plaintiff, Kevens Jean-Baptiste, pursuant to public records request.	RKD	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/19/18	Receipt and review of correspondence from State Attorney's Office re: status of public records request pertaining to Plaintiff, Kevens Jean-Baptiste.	LHR	0.20
06/22/18	Correspondence to Jim Cherof and Tracey DeCarlo, City attorneys, re: proposed Joint Scheduling Report and Discovery Plan, proposed Order Setting Trial and Pre-Trial Schedule, Requiring Mediation, and Referring Certain Matters to Magistrate Judge, and proposed Certificate of Interested Parties.	AGA	0.30
06/22/18	Telephone conference with Tracey DeCarlo counsel for City regarding initial disclosures and joint scheduling report and proposed order.	AGA	0.30
06/22/18	Receipt and review of Plaintiff's Certificate of Interested Persons and Corporate Disclosure Statement.	LHR	0.30
06/22/18	Receipt and review of Plaintiff's Response in Opposition to Defendants City & Jones' Motions to Dismiss with Memoranda of Law (12 pgs).	LHR	0.40
06/25/18	Receipt and review of e-mail from Tracey DeCarlo, City attorney, re: no changes to proposed Joint Scheduling Report.	AGA	0.20
06/25/18	Preparation of email response to Tracey DeCarlo, City attorney, re: no changes to proposed Joint Scheduling Report.	AGA	0.20
06/26/18	Receipt and review of Defendant City of Boynton Beach's Corporate Disclosure Statement & Certificate of Interested Parties.	LHR	0.20
06/26/18	Correspondence to Kevin Anderson, counsel for Plaintiff, and Tracey DeCarlo, City attorney, re: proposed Joint Scheduling Report and Discovery Plan.	AGA	0.30
06/27/18	Research of case law in support of Reply Memorandum of Law to Plaintiff's Response to Defendants' Motion to Dismiss.	JHL	1.00
06/28/18	Initial drafting of Reply Memorandum of Law to Plaintiff's Response to Defendants' Motion to Dismiss.	JHL	2.90
06/28/18	Correspondence to Kevin Anderson, counsel for Plaintiff, and Tracey DeCarlo, counsel for City, re: follow up on whether they have any objections to the proposed Joint Discovery Plan.	JHL	0.30
06/28/18	Telephone conference with Plaintiff's counsel Kevin Anderson re: Joint Scheduling Order and standard track requirements.	LHR	0.30
06/29/18	Revisions to initial draft of Reply to Plaintiff's Response to Officer Jones' Motion to Dismiss.	AGA	0.90
06/29/18	Correspondence to Julie Oldbury, claims representative, re: Defendant, Germaine Jones' Reply Memorandum of Law to Plaintiff's Response to Defendants' Motion to Dismiss Plaintiff's Complaint.	AGA	0.30
06/29/18	Receipt and review of Defendant City's Reply to Plaintiff's Response to the City's Motion to Dismiss.	LHR	0.40

Client: City of Boynton Beach
Matter: 18352 - Jean-Baptiste v. Boynton Beach et al.

July 17, 2018
Page 5

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/29/18	Receipt and review of e-mail from Tracey DeCarlo, City, re: Defendant, Germaine Jones' Reply Memorandum of Law to Plaintiff's Response to Defendants' Motion to Dismiss Plaintiff's Complaint.	AGA	0.20
06/29/18	Receipt and review of e-mail from Kevin Anderson, counsel for Plaintiff, re: revisions to Scheduling Report and Discovery Plan.	AGA	0.20
06/29/18	Receipt and review of Plaintiff's revisions to Scheduling Report and Discovery Plan.	AGA	0.40

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	12.40	165.00	2,046.00
JHL	Jordan H. Lewis, Associate	16.30	140.00	2,282.00
LHR	Lyman H. Reynolds, Jr., Partner	9.30	165.00	1,534.50
RKD	Rebecca K. Davis, Paralegal	1.20	80.00	96.00
	Total Professional Services	39.20		\$5,958.50

CURRENT BILL TOTAL AMOUNT DUE **\$ 5,958.50**

Balance Forward: 0.00

Payments & Adjustments: -0.00

Total Due: **\$ 5,958.50**

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

July 19, 2018
Bill No. 42367

CLIENT: City of Boynton Beach
MATTER: Kimsey v. Boynton Beach & Brooks

032
12364

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 06/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/08/18	Communicate/Other Counsel Correspondence to Charles Thomas re: our receipt of client's settlement check and request for signed Release and Statement in order to forward same.	DPC	0.10
06/20/18	Receipt and review of Plaintiff's Notice of Settlement to notify court of same.	DPC	0.20
06/20/18	Receipt and review of correspondence from Charles Thomas re: advising he notified Judge the case settled, will file a notice for same, and will review Release.	DPC	0.30
06/26/18	Multiple communications with Charles Thomas re: following up on status of Release and advising same.	DPC	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
DPC	Danna P. Clement, Partner	0.80	165.00	132.00
	Total Professional Services	0.80		\$132.00

Client: City of Boynton Beach
Matter: 12364 - Kimsey v. Boynton Beach & Brooks

July 19, 2018
Page 2

CURRENT BILL TOTAL AMOUNT DUE

\$ 132.00

Balance Forward:

1,836.60

Payments & Adjustments:

-1,836.60

Total Due:

\$ 132.00

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: claims@bbfl.us
P.O. Box 310
Boynton Beach, FL 33425-0310

July 17, 2018
Bill No. 42091

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 06/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
05/28/18	Review case materials, including Plaintiff's Complaint, Plaintiff's Answers and Responses to discovery requests, investigation files, emails, and other documents to identify documents and materials necessary for review at pre-deposition meeting with Julie Oldbury.	RKD	1.20
06/01/18	Attendance at pre-deposition meeting with Julie Oldbury in Boynton Beach, FL.	AGA	3.40
06/01/18	Receipt and review of Audit Letter for City of Boynton Beach.	LHR	0.10
06/05/18	Telephone conference with Julie Oldbury regarding FBI tapes of interviews of Plaintiff.	AGA	0.30
06/11/18	Telephone conference with Plaintiff's counsel Alvarez re: need for hearing on City's objections to Plaintiff's Interrogatories filed May 11, 2018.	LHR	0.20
06/11/18	Receipt and review of Plaintiff's Notice of Hearing on Defendant City's Objections to Interrogatories Nos. 2 & 3 of Plaintiff's Third Set of Interrogatories.	LHR	0.20
06/12/18	Receipt and review of e-mail from Jeri Wright with offices of Harriett Lewis, counsel for Crawford, re: advising Ms. Lewis passed away last month and her firm's continued cooperation as needed for defense of case.	LHR	0.20
06/14/18	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: issues with deposition of Julie Oldbury and attempting to resolve same.	LHR	0.20
06/15/18	Telephone conference with City Risk Manager Julie Oldbury re: issues with her deposition and attempting to resolve same.	LHR	0.20
06/15/18	Preparation of e-mail to City Risk Manager Julie Oldbury re: issues with her deposition and attempting to resolve same.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/15/18	Receipt and review of email response from City Risk Manager Julie Oldbury re: acknowledging issues with her deposition and resolving same.	LHR	0.20
06/15/18	Preparation of second email to City Risk Manager Julie Oldbury re: her deposition and resolution of issues concerning same.	LHR	0.10
06/15/18	Preparation of e-mail to Plaintiff's counsel Alvarez re: issues with deposition of Julie Oldbury and resolution of same.	LHR	0.20
06/15/18	Receipt and review of Plaintiff's Re-Notice of Taking Deposition of Julie Oldbury.	LHR	0.20
06/18/18	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Re-Notice of Taking Deposition.	LHR	0.20
06/18/18	Research of case law and statutory law in support of City's memorandum of law in support of its objections to Plaintiff's Interrogatories and Research applicable statutes and case law regarding objecting to interrogatories on the basis that the question calls for legal conclusion in preparation of responding to Plaintiff's Motion to Compel better answers to interrogatories..	JHL	1.80
06/19/18	Initial drafting of memorandum of law in support of City's objections to Plaintiff's interrogatories.	JHL	1.80
06/20/18	Revisions to initial draft of Memorandum of Law in support of City's Objections to Plaintiff's Interrogatories Numbers 2 and 3.	AGA	0.40
06/20/18	Correspondence to Julie Oldbury, City, re: Defendant's Memorandum of Law in Support of its Objections to Plaintiff's Interrogatories.	AGA	0.30
06/20/18	Correspondence to Judge Sasser re: Defendant's Memorandum of Law in Support of its Objections to Plaintiff's Interrogatories.	AGA	0.30
06/25/18	Receipt and review of e-mail from Judge Sasser re: advising her division is now paperless and requesting materials for upcoming hearing on Interrogatory Objections to be resent via email.	LHR	0.20
06/25/18	Preparation of email response to Judge Sasser re: acknowledging and confirming her division is now paperless and will comply with her request for materials for upcoming hearing on Interrogatory Objections to be resent via email.	LHR	0.20
06/25/18	Receipt and review of e-mail from Judge Sasser re: upcoming hearing on Defendant's Objections to Interrogatories Nos. 2 and 3 of Plaintiff's Third Set of Interrogatories.	JHL	0.20
06/26/18	Preparation of e-mail to Judge Sasser re: upcoming hearing on Defendant's Objections to Interrogatories Nos. 2 and 3 of Plaintiff's Third Set of Interrogatories.	JHL	0.20
06/27/18	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: issues with upcoming hearing on City's Objections to Interrogatories and need for cancellation of same.	LHR	0.20

Client: City of Boynton Beach
Matter: 15414 - Broberg v. Boynton Beach et al.

July 17, 2018
Page 3

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
06/27/18	Preparation of email response to Plaintiff's counsel Alvarez re: acknowledging issues with upcoming hearing on City's Objections to Interrogatories and his intention to cancel same.	LHR	0.20
06/27/18	Receipt and review of second e-mail from Plaintiff's counsel Alvarez re: status of Notice of Cancellation of Hearing on City's Objections to Interrogatories.	LHR	0.20
06/27/18	Receipt and review of Plaintiff's Notice of Cancellation of Hearing on Defendant City's Objections to Interrogatories Nos. 2 & 3 of Plaintiff's Third Set of Interrogatories.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	4.70	165.00	775.50
JHL	Jordan H. Lewis, Associate	4.00	140.00	560.00
LHR	Lyman H. Reynolds, Jr., Partner	3.40	165.00	561.00
RKD	Rebecca K. Davis, Paralegal	1.20	80.00	96.00
	Total Professional Services	13.30		\$1,992.50

DISBURSEMENTS

Date	Description	Amount
06/15/18	Deposition Transcripts #580907 Transcript Michael Caruso re: Broberg - Orange Legal Inc.	195.50
06/22/18	Deposition Transcripts #581207 Transcript Ronald Beesley re: Broberg - Orange Legal, Inc.	289.10
	Total Disbursements	\$484.60

CURRENT BILL TOTAL AMOUNT DUE	\$ 2,477.10
Balance Forward:	3,626.11
Payments & Adjustments:	-3,626.11
Total Due:	\$ 2,477.10

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: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

August 13, 2018
Bill No. 42496

CLIENT: City of Boynton Beach
MATTER: Jean-Baptiste v. Boynton Beach et al.

032
18352

cc: claims@bb.fl.us

BILL FOR FEES AND COSTS THROUGH 07/31/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/02/18	Telephone conference with Plaintiff counsel Kevin Anderson re: joint proposed scheduling order.	JHL	0.30
07/02/18	Receipt and review of e-mail from Tracey DeCarlo, counsel for City, re: revisions to the proposed Discovery Plan.	JHL	0.20
07/02/18	Preparation of e-mail to Kevin Anderson, counsel for Plaintiff, and Ryan Abrams, counsel for City, re: proposed Order Setting.	JHL	0.20
07/02/18	Receipt and review of second e-mail from Tracey DeCarlo, counsel for City, re: revisions to the proposed Discovery Plan.	JHL	0.20
07/02/18	Preparation of email response to Tracey DeCarlo, counsel for City, re: revisions to the proposed Discovery Plan.	JHL	0.20
07/02/18	Telephone conference with Plaintiff counsel Erica Chaplin re: proposed joint scheduling report and order.	JHL	0.20
07/02/18	Receipt and review of e-mail from Kevin Anderson, counsel for Plaintiff, and Ryan Abrams, counsel for City, re: revised Scheduling report and proposed Order setting trial.	LHR	0.30
07/02/18	Preparation of second email to Kevin Anderson, counsel for Plaintiff, re: hold revised Scheduling report and proposed Order setting trial until tomorrow.	LHR	0.20
07/02/18	Preparation of e-mail to Erica Chaplin, counsel for Plaintiff, re: revisions to Joint Scheduling Report and Discovery Plan.	AGA	0.20
07/02/18	Review of Plaintiff's edits to the proposed Joint Scheduling Report and Discovery Plan and proposed Scheduling Order.	AGA	0.40
07/02/18	Telephone conference with Tracey DeCarlo, counsel for City, regarding Plaintiff counsel's changes to proposed scheduling order and joint scheduling report and defense strategies.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/02/18	Preparation of second email to Erica Chaplin, counsel for Plaintiff, re: additional revisions to Joint Scheduling Report and Discovery Plan.	AGA	0.30
07/02/18	Telephone conference with Erica Chaplin, plaintiff's counsel, regarding revisions to scheduling order and joint scheduling report and discovery plan.	AGA	0.30
07/02/18	Receipt and review of e-mail from Tracey DeCarlo, counsel for City, regarding changes to proposed scheduling order and joint scheduling report and defense strategies.	AGA	0.20
07/02/18	Receipt and review of e-mail from Erica Chaplin, counsel for Plaintiff, re: additional revisions to Joint Scheduling Report and Discovery Plan.	AGA	0.10
07/02/18	Receipt and review of Plaintiff's additional revisions to Joint Scheduling Report and Discovery Plan and Order setting Trial.	AGA	0.40
07/03/18	Extensive telephone conference with Erica Chaplin, counsel for Plaintiff, and City Attorney, Tracey DeCarlo, regarding revisions to proposed joint scheduling report and discovery plan and proposed scheduling order and agreement on Plaintiff's counsel's latest revisions to the same.	AGA	0.40
07/03/18	Receipt and review of Joint Scheduling Report & Discovery Plan with proposed Order Setting Trial & Pretrial Schedule, Requiring Mediation, and Referring Certain Matters to Magistrate Judge.	LHR	0.60
07/05/18	Receipt and review of Court's executed Order Setting Trial and Pre-Trial Schedule, Requiring Mediation, and Referring Certain Matters to Magistrate Judge.	LHR	0.60
07/06/18	Correspondence to insured Officer Germaine Jones re: Mediation and Court's executed Order Setting Trial and Pre-Trial Schedule, Requiring Mediation, and Referring Certain Matters to Magistrate Judge.	LHR	0.20
07/06/18	Correspondence to Plaintiff's counsel Anderson and Co-Defendant City's counsel Cherof re: suggested Mediators and Mediation pursuant to Court's requirement to have same selected and set by July 24, 2018.	LHR	0.20
07/06/18	Receipt and review of Court's executed Order Setting Discovery Status Conference.	LHR	0.20
07/06/18	Initial drafting of Rule 26 disclosures.	JHL	2.50
07/06/18	Receipt and review of letter stating no videos found pertaining to PBSO Case no: 14-075377 pursuant to public records request.	LHR	0.20
07/06/18	Receipt and review of Court's executed Standing Discovery Order for Magistrate Judge Bruce Reinhart.	LHR	0.40
07/09/18	Preparation of second public records request to the School District of Palm Beach County, re: records pertaining to School Board Police Case No: 14-007249.	LHR	0.60

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/09/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: advising of City's agreement with proposed Mediators and Mediation.	LHR	0.20
07/09/18	Receipt and review of e-mail from Ryan Abrams, City counsel, re: status of initial disclosures.	JHL	0.20
07/09/18	Preparation of email response to Ryan Abrams, City counsel, re: status of initial disclosures.	JHL	0.20
07/09/18	Preparation of master trial checklist in accordance with Order Setting Trial & PreTrial Schedule entered by Judge Bloom on July 5, 2018.	RKD	1.00
07/12/18	Receipt and review of correspondence from Plaintiff's counsel Anderson re: suggesting Fred Hazouri or Theodore Deckert as potential mediators for case and potential timeframe for Mediation.	LHR	0.20
07/12/18	Preparation of e-mail to Plaintiff's counsel Anderson re: advising of non-agreement to utilizing Fred Hazouri or Theodore Deckert mediator for case and Mediation.	LHR	0.20
07/13/18	Correspondence to insured Officer Germaine Jones re: Mediation.	LHR	0.20
07/13/18	Telephone conference with City counsel Ryan Abrams re: status of City's Rule 26 disclosures.	JHL	0.20
07/13/18	Receipt and review of e-mail from Ryan Abrams, counsel for Plaintiff, re: status of Rule 26 Disclosures.	JHL	0.20
07/13/18	Preparation of email response to Ryan Abrams, counsel for Plaintiff, re: status of Rule 26 Disclosures.	JHL	0.20
07/16/18	Preparation of e-mail to Ryan Abrams, counsel for City, re: status of City's Rule 26 Disclosures.	JHL	0.20
07/16/18	Receipt and review of e-mail from Tracey DeCarlo, City attorney, re: City's proposed Initial Disclosure.	JHL	0.10
07/16/18	Preparation of email response to Tracey DeCarlo, City attorney, re: City's proposed Initial Disclosure.	JHL	0.20
07/16/18	Additional preparation of Officer Jones' proposed Rule 26 disclosure.	JHL	1.50
07/16/18	Telephone conference with City counsel Tracey DeCarlo re: Rule 26 Disclosure and requested documents.	JHL	0.20
07/16/18	Correspondence to City counsel Tracey DeCarlo requesting documents for Rule 26 disclosure and those made in prior request to City Director of Human Resources Julie Oldbury.	JHL	0.20
07/16/18	Receipt and review of City's proposed Initial Disclosure.	JHL	0.40
07/17/18	Telephone conference with Plaintiff counsel Ryan Abrams re: Rule 26 disclosure and pending request for documents.	JHL	0.20
07/17/18	Receipt and review of Defendant City of Boynton Beach's Initial Disclosures for Trial.	LHR	0.50

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/17/18	Receipt and review of Plaintiffs' Initial Disclosures for Trial' Pursuant to Rule 26 of the Florida Rules of Civil Procedure.	LHR	0.50
07/18/18	Preparation of e-mail to Plaintiffs' counsel Anderson & City Attorney Cherof re: follow up on status of parties' selection of Mediator and status of Mediation pursuant to Court's deadlines for setting same.	LHR	0.20
07/18/18	Receipt and review of e-mail from Plaintiff's counsel Anderson re: Mediator selection issues and status of timely complying with Court's directives on selection and scheduling.	LHR	0.20
07/19/18	Receipt and review of e-mail from Tracey DeCarlo, City attorney, re: status of case.	JHL	0.20
07/19/18	Preparation of email response to Tracey DeCarlo, City attorney, re: status of case.	JHL	0.20
07/23/18	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: status of Mediation and potential mediators.	LHR	0.20
07/23/18	Preparation of email response to City Attorney Tracey DeCarlo re: status of Mediation and potential mediators.	LHR	0.20
07/23/18	Preparation of second e-mail response to City Attorney Tracey DeCarlo re: potential mediator Kevin O'Brien.	LHR	0.10
07/24/18	Receipt and review of Plaintiff's Joint Selection of Mediator and proposed Order Setting Mediation.	LHR	0.30
07/24/18	Receipt and review of e-mail from Plaintiff's counsel Anderson to Judge Bloom re: proposed Order Setting Mediation.	LHR	0.20
07/26/18	Correspondence to insured Officer Jermaine Jones re: Joint Selection of Mediator, Notice of Mediation, and Court's Order Setting Mediation.	LHR	0.20
07/26/18	Receipt and review of Notice of Mediation.	LHR	0.40
07/26/18	Receipt and review of Court's executed Order Setting Mediation.	LHR	0.20
07/26/18	Receipt and review of prepayment invoice from the Office of the State Attorney of Palm Beach County, for records pertaining to Jermaine Jones Case No.; 2014PI000032A99, pursuant to public records request.	LHR	0.20
07/26/18	Receipt and review of e-mail from Officer Jones re: acknowledging receipt of Mediation Notice and Order.	LHR	0.20
07/26/18	Preparation of email response to Officer Jones re: need for conference to discuss case.	LHR	0.20
07/27/18	Receipt and review of records from the School District of Palm Beach County pertaining to plaintiff, Kevens Jean-Baptiste, pursuant to public records request.	LHR	0.50

Client: City of Boynton Beach
Matter: 18352 - Jean-Baptiste v. Boynton Beach et al.

August 13, 2018
Page 5

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	2.60	165.00	429.00
JHL	Jordan H. Lewis, Associate	8.20	140.00	1,148.00
LHR	Lyman H. Reynolds, Jr., Partner	8.60	165.00	1,419.00
RKD	Rebecca K. Davis, Paralegal	1.00	80.00	80.00
	Total Professional Services	20.40		\$3,076.00

DISBURSEMENTS

Date	Description	Amount
06/08/18	Travel Boynton Beach: Tolls, submitted late due to Sunpass online issues. Attend meeting w/Officer Jermaine Jones, \$1.29 - Andrea Amigo	1.29
07/27/18	Outside Printing Records - Case no: 2014PI000032A99 - Office of the State Attorney	131.42
	Total Disbursements	\$132.71

CURRENT BILL TOTAL AMOUNT DUE

\$ 3,208.71

Balance Forward:

5,958.50

Payments & Adjustments:

-5,958.50

Total Due:

\$ 3,208.71

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

August 13, 2018
Bill No. 42494

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 07/31/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/05/18	Review case materials, including Plaintiff's Complaint, Plaintiff's and Defendant's Answers and Responses to discovery requests, emails, investigative files, and other documents to identify documents and materials necessary for review at pre-deposition meeting with Lori LaVerriere.	RKD	1.20
07/06/18	Preparation of case materials, including Plaintiff's discovery responses, City's investigative file, and other documents and potential exhibits for use at Plaintiff's deposition of Julie Oldbury.	RKD	0.70
07/09/18	Review of file materials including pleadings, pre-determination hearing transcript, correspondence, discovery responses in prep for upcoming predepo conference with City Manager Lori Laverriere.	AGA	2.90
07/10/18	Attendance at pre-deposition conference with City Manager Lori Laverriere in Boynton Beach, FL.	AGA	2.70
07/10/18	Preparation of e-mail to Ms. LaVerriere re: Gladys Cannon's statement.	AGA	0.30
07/19/18	Telephone conference with Plaintiff's counsel Alvarez re: issues with deposition of City Manager Lori LaVerriere and cancellation of same.	LHR	0.20
07/19/18	Preparation of e-mail to City Manager Lori LaVerriere re: advising of Plaintiff's counsel's conflict with her deposition and intention to cancel same for Monday and reset for later date.	LHR	0.20
07/19/18	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: issues with deposition of City Manager Lori LaVerriere and filing Notice of Cancellation of same.	LHR	0.20

Client: City of Boynton Beach
Matter: 15414 - Broberg v. Boynton Beach et al.

August 13, 2018
Page 2

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/19/18	Receipt and review of second e-mail from Plaintiff's counsel Alvarez re: apologizing for late cancellation of deposition of City Manager Lori LaVerriere and confirming he does intend to proceed with deposition of Julie Oldbury on July 25.	LHR	0.20
07/19/18	Receipt and review of email response from City Manager Lori LaVerriere re: acknowledging and confirming cancellation of her deposition.	LHR	0.20
07/19/18	Receipt and review of Plaintiff's Notice of Cancellation of Deposition of Lori LaVerriere.	LHR	0.20
07/19/18	Preparation of second email to City Manager Lori LaVerriere re: Plaintiff's Notice of Cancellation of Deposition.	LHR	0.20
07/19/18	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: questions on status of her upcoming deposition in light of Plaintiff's cancellation of Ms. LaVerriere's deposition.	LHR	0.30
07/19/18	Preparation of email response to City Risk Manager Julie Oldbury re: answering her questions on status of her upcoming deposition in light of Plaintiff's cancellation of Ms. LaVerriere's deposition and confirming Plaintiff's counsel has advised he intends to proceed as scheduled.	LHR	0.30
07/25/18	Attendance at Plaintiff's deposition of Julie Oldbury in Boynton Beach, FL (deposition was not concluded;will be continued at later date).	AGA	8.70

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	14.60	165.00	2,409.00
LHR	Lyman H. Reynolds, Jr., Partner	2.00	165.00	330.00
RKD	Rebecca K. Davis, Paralegal	1.90	80.00	152.00
	Total Professional Services	18.50		\$2,891.00

CURRENT BILL TOTAL AMOUNT DUE

\$ 2,891.00

Balance Forward:

2,477.10

Payments & Adjustments:

-2,477.10

Total Due:

\$ 2,891.00

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560

Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

August 13, 2018
Bill No. 42495

CLIENT: City of Boynton Beach
MATTER: Cooper v. Boynton Beach, et al.

032
18346

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 07/31/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/01/18	Preparation of e-mail to Ryan Abrams, Jim Cherof and Tracey DeCarlo, City attorneys, re: research on Motion to Dismiss Plaintiff's Complaint.	JHL	0.20
07/01/18	Preparation of master trial checklist in accordance with Order Setting Trial & PreTrial Schedule entered by Judge Brannon.	RKD	1.00
07/01/18	Preparation of master trial checklist in accordance with Order Directing Pre-Trial Procedure and Setting Jury Trial entered by Judge Roby.	RKD	1.00
07/02/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: consenting to Plaintiff's proposed Agreed Order granting all Defendants' Motions to Dismiss and Motion for Leave to Amend Complaint.	JHL	0.20
07/02/18	Receipt and review of second e-mail from Ryan Abrams, counsel for City, re: consenting to Plaintiff's proposed Agreed Order granting all Defendants' Motions to Dismiss and Motion for Leave to Amend Complaint.	JHL	0.20
07/02/18	Preparation of e-mail to Craig Lawson, counsel for Plaintiff, re: consenting to Plaintiff's proposed Agreed Order granting all Defendants' Motions to Dismiss and Motion for Leave to Amend Complaint.	AGA	0.30
07/03/18	Receipt and review of e-mail from Craig Lawson, counsel for Plaintiff, re: accepting service for William Muhleisen, Jr..	LHR	0.20
07/03/18	Preparation of email response to Craig Lawson, counsel for Plaintiff, re: cannot accept service for William Muhleisen, Jr..	LHR	0.20
07/06/18	Initial drafting of Rule 26 disclosures.	JHL	2.50

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/09/18	Receipt and review of Co-Defendants' Notice of Production from Non-Party and proposed Subpoenas to Records Custodians of Bethesda Memorial Hospital and Wellington Regional Medical Center.	LHR	0.30
07/09/18	Receipt and review of e-mail from Ryan Abrams, City counsel, re: status of initial disclosures.	JHL	0.20
07/09/18	Preparation of email response to Ryan Abrams, City counsel, re: status of initial disclosures.	JHL	0.20
07/10/18	Receipt and review of Defendant PBSO's Request for Copies to Co-Defendants Armor Correctional, et al., for records received pursuant to their Notice of Production from Non-Party dated July 9, 2018.	LHR	0.20
07/16/18	Receipt and review of Court's executed paperless Order directing Plaintiff to file his Responses to Defendants' pending Motions to Dismiss by July 19, 2018 or to Show Cause why Motions to Dismiss should not be granted by default.	LHR	0.20
07/17/18	Receipt and review of Clerk's Notice of Resetting Deadline for Plaintiff to respond to Defendants' pending Motions to Dismiss to July 19, 2018.	LHR	0.20
07/17/18	Receipt and review of Plaintiff's Response to Order to Show Cause with exhibit thereto and proposed Order granting same.	LHR	0.40
07/17/18	Receipt and review of Court's executed paperless Order on Court's Motion to Show Cause, granting Plaintiff until July 20 in which to file an Amended Complaint.	LHR	0.20
07/18/18	Receipt and review of Defendants Armor Correctional, Bruneau, Dorsainvil, Benjamin, Schwab-Molina, Piva, and White's Notice of Compliance with Mandatory Disclosures Pursuant to FRCP 26(a)(1) for trial with attachments thereto (98 pgs).	LHR	1.20
07/20/18	Receipt and review of e-mail from Plaintiff's counsel Lawson re: advising his client Mr. Cooper has passed away, his intention to file Notification of Death & Motion for Extension of Time to Serve Amended Complaint and to Effect Service of Process, and potential settlement negotiations, and review of proposed Notification and Motion attached thereto.	LHR	0.40
07/20/18	Correspondence to insureds Officer Rivera and Officer Villari re: advising of passing of Mr. Cooper, Plaintiff's intended Notification of Death & Motion for Extension of Time to be filed with the Court, and potential global settlement negotiations.	LHR	0.20
07/20/18	Receipt and review of Plaintiff's Notification of Death and Motion for Extension of Time to Serve Amended Complaint and to Effect Service of Process with proposed Order granting same (as filed with the Court).	LHR	0.40
07/23/18	Receipt and review of Clerk's Notice of Filing Plaintiff's Motion for Extension of Time to File Amended Complaint as separate docket entry.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/23/18	Receipt and review of Clerk's Notice to Plaintiff that Notice of Death and Motion for Extension of Time were filed incorrectly as one relief, however, Clerk has corrected same and docketed the Motion for Extension of Time as separate document.	LHR	0.20
07/23/18	Preparation of e-mail to Ryan Abrams, counsel for City, re: status of Rule 26 Disclosures.	JHL	0.20
07/23/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: City's proposed Rule 26 Disclosures.	JHL	0.20
07/23/18	Receipt and review of City's proposed Rule 26 Disclosures.	JHL	0.40
07/23/18	Preparation of second email to Ryan Abrams, counsel for City, re: status of Rule 26 Disclosures.	JHL	0.20
07/24/18	Telephone conference with Plaintiff counsel Ryan Abrams re: Rule 26 disclosures, request for discovery documents, and potential request for extension of discovery deadline due to death of Plaintiff.	JHL	0.30
07/24/18	Review of City's Rule 26 Disclosure and documents in file in preparation for Officer Rivera and Villari's Rule 26 Disclosure.	JHL	1.00
07/24/18	Further drafting of Officers Rivera and Villari's Rule 26 Disclosure.	JHL	0.30
07/24/18	Preparation of e-mail to Ryan Abrams, counsel for City, re: a list of requested documents from the City.	JHL	0.20
07/24/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: a list of requested documents from the City.	JHL	0.10
07/24/18	Receipt and review of City's policies and manuals in response to the requested documents from the City.	JHL	1.00
07/24/18	Preparation of second email to Ryan Abrams, counsel for City, re: a list of requested documents from the City.	JHL	0.20
07/24/18	Receipt and review of second e-mail from Ryan Abrams, counsel for City, re: City of Boynton Beach Police Department list of policies.	JHL	0.10
07/24/18	Receipt and review of City of Boynton Beach Police Department list of policies.	JHL	0.40
07/24/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, to all counsel re: 90 day extension of all remaining deadlines set forth in the court's pre-trial scheduling order including the trial date.	LHR	0.30
07/26/18	Revision to initial draft of Defendants' Rule 26 Initial Disclosure.	AGA	0.40
07/26/18	Correspondence to Officer Cynthia Rivera and Officer Marco Villari re: proposed Rule 26 Initial Disclosures.	AGA	0.30
07/26/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: adopting Defendants, Rivera and Villari's Rule 26 Initial Disclosures.	JHL	0.20

Client: City of Boynton Beach
 Matter: 18346 - Cooper v. Boynton Beach, et al.

August 13, 2018
 Page 4

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
07/27/18	Receipt and review of Court's executed Order on Defendants' Motions to Dismiss and Motion for Extension of Time to Serve Process and Amend Complaint.	LHR	0.30
07/27/18	Correspondence to insured Officers Cynthia Rivera and Marco Villari re: Court's executed Order on Defendants' Motions to Dismiss and Motion for Extension of Time to Serve Process and Amend Complaint.	LHR	0.20
07/27/18	Correspondence to Julie Oldbury, claims representative, re: Defendants, Cynthia Rivera and Marco Villari's Rule 26(a)(1) Initial Disclosures.	JHL	0.30
07/27/18	Receipt and review of Defendant City's Initial Rule 26 Disclosures.	LHR	0.50
07/27/18	Receipt and review of Defendant City's Unopposed Motion for Continuance of the Trial Date and All Unexpired Pretrial Deadlines.	LHR	0.40
07/30/18	Telephone conference with telephone conference with City counsel Ryan Abrams re: proposed confidentiality agreements.	JHL	0.30
07/30/18	Receipt and review of Defendant Bradshaw's Rule 26 Initial Disclosures.	LHR	0.50
07/31/18	Preparation of Defendants, Rivera & Villari's Request for Copies to Defendants, Pelletiere, Schwab-Molina, Piva, White Bruneau, Dorsainvil, Benjamin & Armor, pursuant to Notice of Production from Non-Party, dated July 9, 2018.	LHR	0.30

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	1.00	165.00	165.00
JHL	Jordan H. Lewis, Associate	8.90	140.00	1,246.00
LHR	Lyman H. Reynolds, Jr., Partner	7.00	165.00	1,155.00
RKD	Rebecca K. Davis, Paralegal	2.00	80.00	160.00
Total Professional Services		18.90		\$2,726.00

DISBURSEMENTS

Date	Description	Amount
07/19/18	Photocopies	28.20
Total Disbursements		\$28.20

Client: City of Boynton Beach
Matter: 18346 - Cooper v. Boynton Beach, et al.

August 13, 2018
Page 5

CURRENT BILL TOTAL AMOUNT DUE

\$ 2,754.20

Balance Forward:

7,907.16

Payments & Adjustments:

-7,907.16

Total Due:

\$ 2,754.20



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION:

Approve the minutes from City Commission meeting held on August 7, 2018.

EXPLANATION OF REQUEST:

The City Commission met on August 7, 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 08-07-18

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY,
AUGUST 7, 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

Mayor Stephen Grant gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner Justin Katz

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Attorney Cherof requested a closed door session for the Quantum Park litigation;
Secured Holding under Legal item 12.G.

Commission Casello requested to move Legal 12.B to New Business as item 11.D

Commissioner McCray requested to pull items C, E, G, H, M from the consent agenda,

2. Adoption

Motion

Commissioner McCray moved to approve the agenda as amended. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Katz indicated he had nothing to disclose.

Commissioner McCray stated he had nothing to disclose. Congratulated Mayor Grant on his recent marriage.

Vice Mayor Romelus had nothing to disclose.

Commissioner Casello reported nothing to disclose. Reminded everyone the primary election was fast approaching. Please remember to do your constitution duty and vote.

Mayor Grant stated he attended the City quarterly orientation for new hires. He also attended the Metropolitan Planning Organization Advisory Council. He explained there were 21 organizations in the State of Florida. This organization allows Cities to have a unified voice when dealing with the legislation in regards to gas tax dollars. August 4th attended the Boynton Beach House of Kingdom Worship 1st annual Back to School Bash and the Youth Empowerment Conference. August 6th attended Crosspointe Elementary School for the new teacher breakfast. Completed the Town Square signing, which included the bond documents as well as the lease agreements. August 7th, Secret Gardens had their Culinary job fair. Indicated he and Vice Mayor Romelus served as celebrity chefs. They had a mystery chef from South Tech Academy in attendance.

Lori LaVerriere, City Manager advised the Commission the closing for the bonds should be this week.

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Announcement by Andrew Mack, Director of Public Works and Engineering, regarding moving dates and temporary locations of City Hall, Police Station, and Library due to the Town Square Project.

Andrew Mack, Director of Public Works and Engineering, said he was excited about the Town Square project kick off. Informed the Commission the Customer Service Department will be closed on Friday, August 17, 2018 and will re-open on Monday, August 20, 2018 at their new address at 209 North Seacrest Blvd. The Development and permitting offices will be closed on August 31, 2018, and will reopen on Tuesday, September 4, 2018. The new location is 3301 Quantum Boulevard, Suite 101. The Police Records and Internal Affairs will be closed on September 23rd, and will reopen on September 24th at their new location 209 North Seacrest Boulevard. The Library was closed on July 12th and is scheduled to be opened on August 13, 2018.

Mayor Grant asked if this information would be on social media. Mr. Mack indicated it would be as well as on signs throughout the City.

Lori LaVerriere indicated notice of the move will be going out in the Utility bills.

Commissioner McCray asked about signage at the new Library. Mr. Mack indicated they were currently working on the signage issue.

B. Announce upcoming Sara Sims Park Project Vendor Fair on August 8, 2018 to be held at Intracoastal Park Clubhouse, 2240 N Federal Highway beginning at 8:00am and ending at 10:00am.

David Scott, Director of Economic Development, announced the Vendor Fair for the Sara Sims Park Project on August 8, 2018, at the Intracoastal Park Clubhouse, located at 2240 N. Federal Highway. Notification were sent out via postcards and flyers. Staff would be on hand to work with the vendors on the process. This was part of Building Wealth in the Community.

Commissioner McCray thanked staff for their efforts regarding reclaimed water.

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)

Jerry Taylor, 1086 SW 26 Avenue, attended the Culinary Job Fair and congratulated the Mayor on his marriage.

Richard Radcliffe, Executive Director of Palm Beach County League of Cities, 301 North Olive, thanked Boynton Beach for passing a resolution on Home Rule. Home Rule was commemorating its 50th year. Home Rule give each City its character and the ability to set its own standards.

Commissioner Casello indicated Home Rule will be his first priority in Tallahassee.

Chris Tucker, 500 Via Lugano Circle, Apt. 204, asked why the afterschool program was cut three-weeks prior to school opening. There were parents which had to scramble to secure childcare for their children. The parents received a letter of cancellation for the program. He was told there were problems with the building, but was told money was not the issue. He believes the City does not care about the people nor the children which utilize the afterschool program. The parents should have been informed before the school year ended. The Commission only cares about the people during election time. Mr. Tucker presented a petition of families affected by the aftercare closures.

Mayor Grant stated the Parks and Recreation Department was trying to find a supervised recreational program for the families. There needed to be something in the works for families which need afterschool care. Mayor Grant stated he does not know what can be done to help those families.

Dr. Pitor Blass, 113 Tara Lakes Drive, supports the spirit and the determination of children. He would like to welcome a new reporter from the University Georgia. Home Rule was important. He was running for Mayor; indicated Boynton Beach already had the best Mayor on the books. Using technology and public/private partnership programs the minimum wage should be \$50 in Boynton Beach. He was the write-in candidate for Governor of Florida.

Robert Simpson, 1425 Princeton Lane, said the City Boynton Beach has one of the best aftercare programs around. His family has made new friends and was disappointed with the email which he received regarding the cancelation of the afterschool program. There are many parents that still need to find aftercare programs for their children.

Erica King, 2930 South Seacrest Blvd, has dealt with the Boynton Beach Recreation Department for many years. What concerns her was the employees at the Hester Center did not know what was going on. There was no communication between staff and the parents. Three weeks was not enough time for the parents to find suitable aftercare arraignments. The price of aftercare is double at the local school. The breakdown in communication and the timeframe in which the parents were given was unacceptable. She was disappointed with the City.

Laurel Francis-Tucker, 500 Via Lugano Circle, Apt# 204, noted her daughters love the Boynton Beach Recreational Center. The children were already devastated with the closure of the art center, now the aftercare has been cancelled. Staff was unaware the program was cancelled. Please do not forget about the aftercare when planning for the future. All the staff are really nice to the children.

Tiffany Sanchez, 6372 Willoby Circle, stated her child plays sports at the aftercare. She grew up in Boynton Beach; so much has been taken away.

Rose Marie Michel, 2634 Quantum Lakes of Boynton, informed the Commission her children have participated in the aftercare program for several years. What concerns her was the lack of responsiveness from the City. The parents have reached out to Mayor Grant regarding the cancellation of the aftercare. She feels that someone dropped the ball and they should be held accountable. Asked the City to show true compassion for the parents of those children without after school care.

Mayor Grant inquired if there was information regarding what was going on with the Parks and Recreation programs and if there was a Funfare magazine for the fall.

Ms. LaVerriere stated the summer camp for next year was not being cancelled.

Mayor Grant noted 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 Alts
Building Board of Adjustments & Appeals: 1 Reg and 2 Alts
Planning & Development Bd: 1 Alt
Recreation and Parks Bd: 1 Reg
Senior Advisory Bd: 1 Alt

Mayor Grant read the open positions.

Commission McCray indicated he would not appoint anyone to the Planning and Development Board, he wanted to wait and get additional applications. He will appoint at the next Commission meeting.

Motion

Commissioner Casello moved to nominate Kevin Lee to the Recreation and Parks Board (Reg). Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

- B. Commission to discuss the following:

Moving the September 4, 2018 Commission meeting to Thursday, September 6, 2018 in order to hold the First Public Hearing on the FY 18/19 Budget; Schedule a Special Commission meeting on Tuesday, September 11, 2018 at 6:00pm prior to the CRA meeting to consider a Final Fire Assessment Rate Resolution; and Schedule a Special Commission Meeting on Thursday, September 20, 2018 to hold the Second and Final Public Hearing on the FY 18/19 budget. All to be held at Intracoastal Park Clubhouse

Mayor Grant asked if everyone was in agreement with the budget hearing dates.

Commissioner McCray stated this was scheduled every year and every year it becomes a hustle with changing the dates and times for the meetings. Commissioner McCray wanted to know why two Thursday's instead of one.

Ms. LaVerriere responded the City needed to wait until the School Board and Palm Beach County Commission establish their Public Hearing dates. By law the City was prohibited from scheduling a meeting date in conflict with the County and the School Board dates. Ms. LaVerriere informed the Commission these dates change every year. The trim schedule and the Fire assessment adoption are mandated by Florida Statute. The City does not have much flexibility in regards to the timeframe.

Mayor Grant requested a Special Commission meeting on Tuesday, September 11, 2018 at 6:00 p.m. prior to the CRA meeting to consider the final Fire Assessment Rate resolution. Inquired if the Commission was in agreement with this date.

There was a consensus.

Mayor Grant said the Commission needed to schedule a Special Commission Meeting on September 20, 2018 to hold the second and final Public Hearing on fiscal year 2018/2019 budget. Mayor Grant asked how this meeting would last. Ms. LaVerriere indicated it was up to the Commission.

Mayor Grant asked the Commission if they wanted to have two meetings that week or does the Commission want to move the meeting from September 18, 2018, to September 20, 2018 to have only one meeting that week. He understands Commissioner McCray had other obligations.

Commissioner Casello said whatever works for the majority of the board.

Commissioner Katz wanted to move the meeting from September 17, 2018 to Thursday September 20, 2018.

Commissioner McCray stated he did not have a problem with the Monday meeting. Commissioner Katz indicated he did not have a problem with having both meetings on September 20th.

Ms. LaVerriere, said this was the first year that neither date worked.

Commissioner Katz wanted to clarify the November 6th meeting was being moved to November 7th.

Tim Howard replied the meeting was moved from Tuesday, November 6th to Wednesday, November 7, 2018.

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. R18-097** - Commemorating 50 years of Home Rule for municipalities in Florida.
- B. **PROPOSED RESOLUTION NO. R18-098** - Authorize the Mayor to sign an agreement between City of Boynton Beach and Boynton Beach Bikeshare LLC for the financing, implementation, management, operation and marketing of a self-service bike sharing system.
- C. **PROPOSED RESOLUTION NO. R18-099** - Authorize the City Manager to sign a security agreement between The School Board of Palm Beach County, Florida and the City of Boynton Beach to provide Law Enforcement Agency Officers at schools within Boynton Beach while the School District works to hire additional full-time school police officers.

Commissioner McCray asked for clarification regarding the City reimbursement for the officers being utilized. Requested an explanation on how the school officer slots are being filled. Asked if it was one school at a time or one person for each school.

Police Chief Michael Gregory responded there was a schedule to fill the opening for the schools within Boynton Beach. Explained he has already spoken with the County regarding Boynton Beach Police would have a priority in getting the officers back from the school and onto the streets.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

- D. **PROPOSED RESOLUTION NO. R18-100** - Authorize the Mayor to enter into a Interlocal Agreement between the City and Boynton Beach Community Redevelopment Agency to fund intersection enhancements associated with Florida Department of Transportation's US 1/Federal Highway Project.

PROPOSED RESOLUTION NO. R18-101 - Authorize the Mayor to enter into a Landscape Maintenance Memorandum of Agreement between the City and Florida Department of Transportation to agree to fund and maintain the intersection enhancements, subject to final approval by City Attorney.

- E. **PROPOSED RESOLUTION NO. R18-102** - Adopt the City of Boynton Beach's Community Development Block Grant (CDBG) application for funding authorizing the City Manager's execution and the activities submitted in the City of Boynton Beach's One Year Action Plan for FY2018-2019. The anticipated Community Development Block Grant allocation is \$544,399, and the re-appropriation of non-expended funds from previous year allocation is \$200,000.

Commissioner McCray explained this money was already allocated and has been promised to the different agencies within this City.

Octavia Sherrod, Community Improvement Manager confirmed this was correct.

Vice Mayor Romelus requested clarification. Asked if there was \$200,000 which was not expended and it was being moved over to this year's budget. Ms. Sherrod responded this was correct.

Mayor Grant asked if any agencies slated to receive any of the \$200,000 was going to receive their funding. Ms. Sherrod stated they would.

Mayor Grant asked what was the public service allocation for the City. Ms. Sherrod responded the public service allocation was \$81,659 for this fiscal year.

Ms. Sherrod presented a PowerPoint and an action plan was developed and submitted annually to meet HUD statutory requirements to receive CDBG funding and provides concise summary of the activities.

Ms. LaVerriere asked if the City was funding the same four agencies from last year.

Ms. Sherrod indicated Public Service was limited to 15% which would be \$81,659. Provided a breakdown by agency. Aid to Victims of Domestic Abuse, Inc. \$10,000, Community Caring Center \$45,000, Legal Aid Society of Palm Beach County \$5,000 and Pathway to Prosperity \$21,659.

Ms. Sherrod indicated the outreach was directed at Churches, Synagogues, and other religious institutions. Nonprofit providers of social services to residents of CDBG target areas, brochures and flyers are distributed to neighborhood organizations and homeowner's associations, day care centers with high population of person with limited English proficiency, City sponsored events, community sponsored events. Placed on the City website, social media site, as well as signage and in the general circulation of

newspapers. Ms. Sherrod provided a listing of other allocations which includes the Boynton Beach Faith Based Community Development Corp. for \$80,000, Affordable housing program, the Housing Rehabilitation for \$173,861. Housing Rehabilitation delivery \$100,000, Planning & Administration, which is limited. Indicated there was \$200,000 which rolled over to the new year, stated Economic Development which was unexpended for this fiscal year \$100,000 and the Heart of Boynton Redevelopment \$100,000 which was unexpended.

Commissioner Casello asked why are we rolling over \$200,000 from the previous year. There were many agencies which could use these funds.

Ms. Sherrod stated the funds cannot be used for public services. Indicated the money could be used for housing rehabilitation. They are averaging more than \$50,000 per year. Commissioner Casello asked why are we not using the money for housing or rehabilitation programs. Ms. Sherrod indicated this can be done. Commissioner Casello stated the City has this money and should be used for its intended purposes.

Commissioner McCray said in regard to having to roll those funds over, at the present time there was no need for these funds. Ms. Sherrod replied there was no immediate need.

Mayor Grant asked if the City has ever run out of funding for housing rehabilitation. Ms. Sherrod responded they have not. Indicated they had a higher influx of applicants last year. She was anticipating exhausting those funds.

Mayor Grant ask if there was a need could the City could utilize those funds. Ms. Sherrod Indicated they could do a minor adjustment. Mayor Grant indicated if there was a need to take the funds instead of allocating those funds.

Vice Mayor Romelus indicated if there was an influx of applicants coming into the program, it could possibly exhaust the reserves. She has spoken with Mark Woods and other staff in regards to the need and to do a better job of outreach. She indicated she was looking forward to those improvements and outreach efforts.

Commission McCray indicated there are many people which apply for those program, and they do not want to complete the application.

Ms. Sherrod stated the application was a very invasive process. Ms. LaVerriere agreed the process was extremely invasive.

Mayor Grant stated the paperwork does not become public records.

Vice Mayor Romelus stated these are hurtles which need to be overcome. Ms. LaVerriere stated staff works with individuals as well as with groups.

Vice Mayor Romelus asked how many staff members are bilingual.

Ms. Sherrod replied they do not have any bilingual staff members. They have Spanish and Creole people who work for the Faith Based CDC. Explained the City wants all applicants to feel comfortable with the process, but also with the staff. Indicated not only has the City assisted with purchase of homes, but help residents avoid foreclosure.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

F. PROPOSED RESOLUTION NO. R18-103 - Authorize the City Manager to sign multiple agreements as a result of RFQ No.: 046-2821-17/TP for General Consulting Services for five (5) Scope Categories to be executed based on individual task orders in compliance with the purchasing policies and procedures.

G. PROPOSED RESOLUTION NO. R18-104 - Approve the rankings as recommended by the Selection Committee and authorize the City Manager to sign contracts with the four (4) top ranked proposers: Hatcher Construction & Development, Inc., E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group; Republic Construction Group; and ANZCO, Inc.; in order to establish a pre-qualified list of vendors in accordance with Request for Qualifications (RFQ) No.018-2511-18/IT "Pre-Qualification of Contractors for Minor Construction Services" and authorize the City Manager to award individual projects not exceeding \$75,000.

Commissioner McCray inquired what will happen if the bid exceeds \$75,000.

Tim Howard, Assistant City Manager, indicated this was a prequalification notice. They are asking Ms. LaVerriere be able to sign the Purchase Order if more than \$75,000. It would come back to the Commission for approval.

Commissioner Casello asked what was the current limits for the City Manager's ability to sign. Mr. Howard indicated \$25,000 for commodities, \$75,000 for construction. Commissioner Casello said it remains the same.

Mr. Howard stated they are asking for the City Manager to have the ability to sign off on minor repair maintenance projects up to \$75,000. Ms. LaVerriere stated this would allow for small rehab projects to be approved up to \$75,000.

Vice Mayor Romelus asked if the top ranked vendors were local vendors or within Palm Beach County. Mr. Howard indicated they were from Boca, West Palm Beach, Lake Worth, West Palm Beach.

Mayor Grant noticed they have a 4-year term to renew the same contract, wanted to know if a local vendor has the opportunity to get into the cycle. Mr. Howard stated the way in which the contract was structured it was a 1-year contract, then there were 4, 1-year renewal periods. In order to insert another vendor, the City would not do a renewal, but go out to bid again. Mayor Grant understood the renewals get approved under the consent agenda, asked if the City could make it for 3, 1-year renewal periods. Mr. Howard stated if the Commission wanted to modify the renewal period from the 4 years to 3 years' renewal period, this was up to the Commission. Mayor Grant stated If there was a local vendor they would know that it was a 4-year contract instead of a 5-year contract.

Commissioner Katz inquired what was the pros and cons from staff.

Mr. Howard replied the only con was the item would need to do another prequalification RFQ a year early. Ms. LaVerriere responded it was a large volume of work for the preparation. The City tries to go 3 to 5 years for contracts.

Mayor Grant stated it does not include prices. This was the prequalification.

Mr. Howard indicated this would not impact staff. Going forward was fine.

Vice Mayor Romelus asked if the other three companies which were not part of the top four companies, if any were local businesses. Mr. Howard responded there was one vendor which was a local business and the vendor received the preference points, that vendor ranked 7 out of 7 after the scoring by the review committee.

Mayor Grant asked if Commissioner McCray wanted to amend the motion for 3-year instead of 4-year renewals.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to amend his motion to approve a 3-year contract instead of a 4-year contract. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed

H. PROPOSED RESOLUTION NO. R18-105 - Approving payment of per capita member dues to the Palm Beach Transportation Planning Agency beginning with Fiscal Year 2019.

Commissioner McCray noted he serves as an alternate on the Palm Beach Transportation Planning Agency committee and does not understand why it was not approved on the first reading.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed

I. PROPOSED RESOLUTION NO. R18-106 - Authorize the City Manager to sign an agreement with Advanced Data Processing, Inc. a subsidiary of Intermedix Corporation utilizing the Volusia County Contract for Public Emergency Medical Transportation (PEMT) billing.

J. PROPOSED RESOLUTION NO. R18-107 - Authorize the City Manager to sign the grant award agreement and all related documents to accept the Assistance to Firefighters grant from the Department of Homeland Security in the amount of \$81,931.

K. PROPOSED RESOLUTION NO. R18-108 - Authorize Mayor Grant to sign the Hazard Mitigation Program (HMGP) grant application, requesting \$637,500 for the Lakeside Gardens Drainage Improvements project with \$212,500 match from Boynton Beach Utilities for a total project cost of \$850,000.

L. Award Bid No. 021-2821-18/IT for "Furnish and Install Water Service Connections and Restoration" to Line-Tec of Delray Beach, FL, as the lowest responsive and responsible bidder for Bid items 1 thru 19 and optional items 1 thru 5, in the estimated annual expenditure of \$25,000. The initial term of the bid will begin on date of award and will terminate one year from that date. This bid may be renewed for four (4) additional one-year terms subject to vendor acceptance and determination that renewal is in the City's best interest. Future renewals will be brought forward to City Commission for approval. This bid will be utilized on an "As Needed/As Required Basis."

M. Approve an increase of \$40,000 to the existing purchase order for sodium chloride with Morton Salt utilizing the previously approved Palm Beach County

Bid No.16-043/ZG which expires August 19, 2018. This will bring the total approved expenditure to \$165,000 for the year.

Commissioner McCray stated every year there was an increase to sodium chloride. Asked if this was an oversight, asked if staff is not looking at the entire year.

Mr. Colin Groff, Assistant City Manager stated when staff are asked to budget they are given a formula. Staff were told not to add any extra amount. This was needed because the process was changed midyear. He directed his staff to provide an exact amount without any fluff.

Commissioner McCray stated this was bad, now they need to look for increases, whatever was left in the budget it rolls over. Mr. Groff replied it was different in the Utility, it was not a rollover. Commissioner McCray indicated it stays in Utility.

Mr. Groff said the funds remain in the reserve fund; it does affect the rate over time.

Commissioner McCray indicated the formula needed to be addressed.

Mayor Grant asked what was the change in process. Mr. Groff replied the new plant. Staff did not anticipate the amount of salt which was needed.

Mayor Grant asked if the City was pumping out more potable water. Mr. Groff replied they were. Mr. Groff stated staff underestimated the salt usage and the organic matter in the water

Mayor Grant stated he understood this was a way the City could keep its utility rates low.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

N. Approve utilizing Palm Beach County Contract # 150899 with Seacoast Embroidery Inc. and PRIDE Enterprises for the purchase of uniforms for general employees with an estimated annual expenditure of \$30,000 and authorizing the City Manager to sign a contract with Seacoast Embroidery Inc. and PRIDE Enterprises. The Palm Beach County's procurement process satisfies the City's competitive bid requirements.

O. Accept third quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY17/18.

P. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the eight (8) month period ended May 31, 2018.

Q. 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 August 7, 2018 - "Request for Extensions and/or Piggybacks."

R. Approve the minutes from City Commission meeting held on July 17, 2018.

Motion

Commissioner Casello moved to approve the Consent Agenda as amended. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER \$100,000

A. **PROPOSED RESOLUTION NO. R18-109** - Approve the ranking as recommended by the Evaluation Committee and authorize the City Manager to sign an Agreement with Beltmann Group, Inc. of Pompano Beach, FL for RFP No. 015-1210-18/IT for Municipal Complex Relocation Services. The estimated cost for this move is \$200,000; however, the final cost will not be known until the City determines exactly what will be moved and the vendor can calculate costs based upon the fixed firm pricing obtained thru this RFP. The scope of this RFP also provided that upon completion of the Town Square project, the City would require moving services from the temporary locations to the new buildings.

Mayor Grant read Resolution No. 18-109 into the record by title only.

Commissioner McCray asked if \$200,000 was going to be enough, he does not want to have staff return asking for additional funding. Mr. Howard replied he chose this number as an estimate. The mandatory site visit did not include what staff will be taking, until the items are tagged. The company provided an hourly and truck rate only. Mayor Grant inquired if this included the move to the permanent location as well. Mr. Howard stated the estimate includes the temporary move and the move to the new City Hall. He noted the Commission received three quotes.

Motion

Commissioner Casello moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

B. Approve an increase to Johnson Controls Fire Protection Formerly Simplex Grinnell for contractual fire alarm/sprinkler system services and repairs under the Sourcewell formerly NJPA Contract 031517-SGL from \$24,000 to \$100,000.

Mayor Grant read the item into the record.

Commissioner McCray asked why the increase.

Mr. Howard replied the reason you see only increases; staff does not need to come back to the Commission if the item is less. The company did not bill the City in a timely manner. The cost also was for outstanding invoices

Commissioner McCray asked if this money is in the budget. Mr. Howard confirmed the money has been allocated.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

C. Award Bid No. 010-2512-18/IT to the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida as Primary Vendor and M&M Asphalt Maintenance Inc. d/b/a All County Paving of Delray Beach, Florida as Secondary Vendor, for Asphalt and Sidewalk Restoration, in the estimated annual amount of \$3,000,000.00. The initial contract period starts on the date of award and terminates one year from that date contingent upon receipt and approval of insurance and applicable payment and performance guaranties.

Mayor Grant read the item into the record.

Commissioner McCray inquired if the City was going to try to use local vendors.

Mr. Howard replied the City received 2 bids from local vendors. One was deemed non-responsive because they did not comply with paperwork and the other vendor did not have the correct licenses. Commissioner McCray asked if they are reaching out to the community to use local vendors. Mr. Howard indicated it was up to the vendor to hire local contractors. Commissioner McCray stated please recommend and suggest the contractors hire some local vendors.

Commissioner Casello said the vendor which were deemed non responsive was doing work for the City on other projects. Commissioner Casello wanted to inform the public \$3M was coming from the penny sales tax.

Vice Mayor Romelus asked if the vendors were doing a better job in communication with the neighbors.

Mr. Groff indicated they will place door hangers and met with the people in the neighborhoods. Staff will make sure information is being communicated.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

D. Approve the City of Boynton Beach utilizing the Palm Beach County Bid No. 18-069/MB for the purchase of Sodium Chloride, Solar Salt Quality, with Morton Salt, Inc. Palm Beach County complied with public bid requirements equal to and/or exceeding the City of Boynton Beach requirements. The anticipated expenditure for the purchase of sodium chloride for a one-year period is \$160,000.

Mayor Grant read the item into the record.

Mayor Grant asked what was the request for last year. Mr. Howard replied it was \$165,000. Mr. Groff indicated the City will spend \$165,000.

Mayor Grant asked for a motion.

Motion

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

Vote

The motion unanimously passed.

E. PROPOSED RESOLUTION NO. R18-110 - Approve utilizing the City of Cape Coral, FL contract with Shrieve Chemical Company based on their Bid No. UT18-57/MC for Sulfuric Acid with the same terms, conditions, specifications and pricing, and authorize the City Manager to sign a contract with Shrieve Chemical Co. The anticipated annual expenditure for the purchase of sulfuric acid is \$100,000.

Mayor Grant read the Proposed Resolution No. R18-110 into the record by title only.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

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.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Approve the use of \$200 of Vice Mayor Romelus's Community Support Funds to assist Digital Vibez, Inc.

Mayor Grant read the item into the record.

Commissioner McCray inquired about Digital Vibez.

Vice Mayor Romelus explained this was an organization which works with some of the local schools as well as the aftercare programs. They work with many local organizations, and commend their efforts of keeping children safe and off of the street.

Mayor Grant asked for a motion.

Motion

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

B. Approve the use of \$200 of Mayor Grant's Community Support Funds to assist New Era Prep Inc. with a student athlete event. New Era Prep is committed to investing in students and athletes through leadership projects and community services.

Mayor Grant stated New Era Prep works with local athletes to help them prepare for college. Not only the athletic portion, but the academic as well.

Clerk Pyle reminded the Mayor he had increased the amount to \$400.

Commissioner McCray asked if Mayor Grant had the funds available.

Mayor Grant asked for a motion to approve \$400 from his Community Support Funds.

Motion

Commissioner McCray moved to approve \$400 from Mayor Grant Community Support Fund. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed

C. **PROPOSED RESOLUTION NO. R18-111** - Authorize the City Manager or designee to sign any documents related to securing a loan from Dougherty Funding LLC to provide funds to finish the renovation of the High School for an estimated loan amount of \$6.85M.

Mayor Grant read Proposed Resolution No. 18-111 into the record by title only.

Commissioner McCray asked if this would be enough for completion of the High School.

Mr. Howard stated this would be enough for the completion of the project.

Vice Mayor Romelus stated for clarification to the public, please explain the process.

Mr. Howard explained the City has begun working on the high school, issued a purchase order of \$3M which has been paid. In the CIP program and the Surtax, the City has programmed \$4.5M in next year's budget towards the high school. This was done to utilize the majority of the surtax for next year. Dougherty Funding LLC. has been a partner throughout the Town Square process and bonding process. It has been discussed with Dougherty Funding about securing a loan for a three-year time period in order to spread out the repayment for the \$4.5M over a couple of fiscal years. There was some funding remaining in 2018/2019 which has been approved from the CRA. Mr. Howard believed this would be the best way in order for the City to do some projects next year. Dougherty Funding has agreed to 4.85% with no collateral. If the City prepays within the 12 months there was a prepayment penalty, there would be no prepayment penalty after 12 months.

Mayor Grant asked for a motion.

Motion

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

Vote

The motion unanimously passed

D. PROPOSED ORDINANCE NO. 18-019 - FIRST READING - City

Commission to consider amending Part II, Chapter 2, Article I of the Code of Ordinances to create a new subsection prohibiting board member lobbying

Mayor Grant read the Proposed Ordinance No. 18-019 into the record by title only.

Commissioner Casello asked if the Commissioners had any contact with any advisory board members for or against this ordinance.

Commissioner Casello stated the purpose of this ordinance was to show transparency. The Commission appoint all members to the City advisory boards. When an advisory board member becomes a paid lobbyist for a client with business before the Commission or the CRA board which he or she benefits monetarily, it could potentially put the elective body in a compromising position due to those relationships. Most recently the CRA board was approached by the lobbyist, but was not successful. Commissioner Casello was not opposed to lobbyists. His concern was the political optics of this City should be the light of transparency, having an appointed advisory board member only clouds that light. He was asking the Commission to consider not have an advisory board members become a paid lobbyist.

Commissioner McCray inquired if this happens in any other City other than Boynton Beach.

Attorney Cherof replied other municipalities have restrictions on board member's roles in advocating for or against matters which have appeared before the board on which they sit. The ordinance which is drafted speaks to those items.

Commissioner McCray asked in regards to Palm Beach County, they have a lobby record. Do they have the same criteria in Palm Beach County?

Attorney Cherof indicated, he did know the extent of how the County restricts their board members.

Commissioner McCray wanted to know what other cities were doing.

Mayor Grant stated the Commission had a discussion from last meeting was discussing the City lobbyist position. Mayor Grant wanted to know what the County and other cities do. This ordinance prevents past and future Commissioners and Mayors from becoming lobbyist.

Commissioner McCray offered a motion to table this item until they received clarification from Counsel.

Commissioner Casello stated there was different between a local ordinance and the County ordinance.

Commissioner Katz stated with respect to concerns about the County's position on lobbyist, or other cities, but the City should not be subservient to any County or other government agency, with regards to what the City decides to do on the issue of lobbyist. When this was brought up a year ago the issue was unrelated to any lobbyist on the advisory board. In recent months the issues which have been lobbied are directly related and voted on by the advisory board. Commissioner Katz indicated he does not have a problem with proceeding on this issue. If the issue is the votes being taken or recommendation have some financial implication, such as from the Planning and Development, the key terms which was the optics, if something was voted on from an advisory board and recommendation was made to the Commission and members of the advisory board get paid to lobby this Commission, it does not look well. Commissioner Katz gave some other examples. Stated it was better to be safe than sorry, when there are financial implications to advisory board votes which come before the Commission then advisory board members are being paid to lobby the Commission then to follow the decision. Regardless of whether the County does this or not, he was not concerned with the County but with the Commission of Boynton Beach and the integrity of the vote. Whether it is or not similar does not make a difference.

Mayor Grant stated the City does not have a lobbyist ordinance. Boynton Beach has been subservient to the County in regards to the lobbyist ordinance for the past 10 years. Mayor Grant stated he believed this was moving too quickly. Stated there was no backup or looked into what the County has in their ordinance. Mayor Grant stated he would like to have more information.

Mayor Grant opened to the public audience.

Jerry Taylor, 1086 SW 26 Avenue, noted as a point of order, a motion was put on the floor to table this discussion. According to Robert's Rules all discussion must cease until a vote is called on the motion to table.

Mayor Grant stated there was not a second to the motion.

Dr. Stephanie Hayden-Adeyemo, 2181 SW 15 Avenue, Condo M102, thought this was an important issue to bring to the City. Irrespective of what the County does they should be concerned with the City of Boynton Beach. Whether it was financial or for a favor. This was a very important issue. Mayor Grant has suggested he would like to have more conversation and for the community to be involved. If the Commission was saying they need to be transparent. The City needs to be thorough in creating a new ordinance.

David Katz, 67 Midwood Lane, noted there was only one person in this City which serves on the City board and is registered as a lobbyist. Of all the other board members there was only himself. He found it interesting that Commissioner Casello wanted to know if anyone had spoken with him about this item. He was expecting for him to speak with the Commissioner about this item, that would not have been unreasonable. Mr. Katz believed this ordinance was being directed at him. Commissioner Casello threw a public hissy fit over the red light cameras. He was rude to himself, vendor's attorney as well as the vendor at the time. When Commissioner Casello was very involved with having the Police Station moved closer to downtown area. He was his best friend because he was trying to get members of the Commission to do the same. He had no problem with him speaking about it then. Recently he was upset about the Shovel Ready thing. In fact, to register a lobbyist for a CRA involvement project was not necessary, this was done to be above board with abundance of caution. Stated he has been hired to lobby for the red light camera, which would not come before the Planning and Development Bboard. The Police station did come before the board, and he voted for the site plan. He had no ill feelings about it. The Shovel Ready, he was not aware whether it would come before the Planning and Development Board. The Palm Beach County Commission on Ethics and the ordinance which covers the County has great stop gaps. Just as he had never had to recuse himself from the Planning and Development Board, because of anything in which he lobbied. There had been other members on the board which had to be recluse. He mentioned Susan Oyer, Brian Wheeler, Kevin Fisher. He never had to. This was an obvious personal thing. It was funny that someone from the state house campaign reached out to him, and asked if he could raise some money for his campaign and he presented two checks at his kickoff party to Commissioner Casello. He received a text to

thank him for the check. It was interesting the hypocrisy about this ordinance, he knows this was about him. He will be out of this City within 90 days and he was saddling the Commission with what he believes to be a waste of time. It was all about him, it was not about whether someone was a doctor and someone might lobby about something, it was about David Katz being on the Planning and Development Board and lobbying against something the Commissioner did not like. That is what this was about. If the majority of the Commission decides to vote for this ordinance, he would not lose sleep over it. He can choose to be on the Planning and Development Board, or choose to lobby. The board was a volunteer position, there was no pay, he enjoys being involved and he runs a good meeting. Stated he would not lose any sleep about not being on the Planning and Development Board. Mr. Katz stated this was a personal attack against him. It is so blatant; he wants to know how it feels to have the wind caressing both sides of the Commissioner's face.

David Merker, 8 South Port lane, thanked Commissioner Casello. This was so blatant, he never saw so much insecurity that was like a run-on sentence, saying the same thing over and over again. When someone was in the position you are a chairman and a lobbyist and you are running a campaign, he believed it was common sense. If you take it so personally, maybe it was personal and maybe it was factual. Thank you Representative Casello, thank you Commissioner Casello. Let's carry this through.

Mayor Grant, seeing no one else coming forward, closed public audience.

Commissioner Katz, indicated this was a common sense issue. He does not believe this was targeting any individual, but was targeting an activity, which may be exhibited by one individual. But this activity needs to be prohibited for all individuals which is what an ordinance would do. He does not have a problem waiting to give just time to research the County or other ordinances. He personally does not feel that it was relevant. He was not saying that there needs to be a vote today, but he was declaring he wanted to pursue this ordinance. Again, the optics of anyone on an advisory board making recommendation, then subsequently being paid and making personal financial gain and then lobbying this Commission, whether it actually is or not unethical, the perception is that it looks unethical. Especially given some of the history of elected official with regards to inappropriate conduct. This issue has only become relevant now, because the issues being lobbied for are directly related to the advisory board in question, where votes were taken to make recommendations. He does not think it was out of line to look into saying that people on advisory boards for the City cannot make personal financial gain from their vote or from lobbying a Commission to sign off on their vote. Stated it was not personal, it was an issue based question, and he does not want anyone to come into the Commission and there was a number of bids on a property or piece of development and the recommendation from an advisory board was put before the Commission and then lobbied for from someone from that board who was a registered lobbyist was an unseemly sight and potentially a conflict of interest. Again, if this needs to be delayed to get more acclimated with other examples out there, he fully supports pursuing this ordinance. Doing this no one can say, the Commission has advisory board members who are paid by the

vary people which are advising the Commission vote for something. It made sense to him. The question was presented to legal, while the County Ordinance was not provided, there are certainly cities which have provisions placed before them. It was a common thing which exist in municipalities and governments throughout the Country to insure transparency and try to wipe clean any risk negative perception of the votes taken from the dais. This was a concern which needed to be looked into.

Commissioner Casello stated Mr. Katz has been in his home, Mr. Katz has brought investors into his campaign and he was very grateful. This was all about what was being perceived as political Maltese, which was not right. Commissioner Casello indicated he has been to many of the Planning and Development board meetings and Mr. Katz was an excellent board chair. This was not personal. This was just the optics which is presented. He stated Mr. Katz would only lobby 3 out of 5 Commissioners not all 5. He stated he was learning more about lobbyist. To say the wind blows on both side was not a true statement. This was not a personal attack on Mr. Katz. If there were others they would be in this discussion as well.

Commissioner McCray indicated each board member was required complete training on ethics. This was one of the reasons he wanted this item tabled, so that a ruling could be secured from the ethics committee. Let's get further clarification from legal before the Commission moves forward. If the Commission on Ethics say there was a perceived problem, then he was willing to vote on this item. He believed there needed to be more information provided to the Commission.

Commissioner McCray stated his motion was to table and bring back a statement from the Ethics Commission and review what the County has in place.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to table until clarification is received and research into the County Ordinance and the Commission on Ethics opinion. Vice Mayor Romelus seconded the motion.

Vote

4-1 (*Commissioner Casello dissenting*)

12. LEGAL

- A. **PROPOSED RESOLUTION NO. R18-112** - Authorize the City Manager to enter into a Purchase and Development Agreement between the City of Boynton Beach and Habitat for Humanity of South Palm Beach County for

acquisition of vacant lots along NW 11th Avenue (Model Block), subject to final approval by City Attorney.

Mayor Grant read Proposed Resolution No. 18-112 into the record by title only.

Motion

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

Vote

The motion unanimously passed.

PROPOSED RESOLUTION NO. R18-113 - Authorize the City Manager to enter into a Purchase and Development Agreement between the City of Boynton Beach and Boynton Beach Faith-Based Community Development Corporation for acquisition of vacant lots along NW 11th Avenue (Model Block), subject to final approval by City Attorney.

Mayor Grant read Proposed No. Resolution 18-113 into the record by title only.

Motion

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

Vote

The motion unanimously passed.

Commissioner McCray asked if staff has a plan for the buses and cars entering and exiting the schools. Mr. Groff explained the drop off lane must be opened when school began. Indicated staff will coordinate with the schools. The contractor should have had all the underground completed.

Commissioner McCray needs to coordinate with Commission. Mr. Groff replied staff will continue to provide weekly updates

B. PROPOSED ORDINANCE NO. 18-019 - FIRST READING - City Commission to consider amending Part II, Chapter 2, Article I of the Code of Ordinances to create a new subsection prohibiting board member lobbying. (heard earlier in the meeting)

C. PROPOSED ORDINANCE NO. 18-020 - FIRST READING- Approve amendments for the regulations governing the methodology used for approving the Utility rates governing water, wastewater (Chapter26-9), reuse

water (Chapter 26-508), and the stormwater assessment fee (Chapter 26-403; allowing rates to be set annually by resolution of the Commission.

Attorney Cherof read Ordinance No. 18-020 into the records by title only on first reading.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Mayor Grant asked for the rates. Mr. Groff replied this was not an Ordinance to set the rates. This was an ordinance to remove the rates table from the Ordinance format and then staff will bring back the rates to the Commission at the second reading in a Resolution format which will be the rates. Mr. Groff stated this was the issue discussed at the budget meeting. The rate adjustments that the City was looking to implement needed to be in a resolution format. The City needed to give 30-day notice to the customer of the rate increases, which the Commission had a consensus on moving towards. They are not in this ordinance.

Mayor Grant asked if this would be before the resolution. Mr. Groff replied this was the first reading of the Ordinance to remove the rate table. At the second reading the ordinance will also have a resolution which put the rates into the Resolution format. This is changing from an Ordinance format to a Resolution format.

Mayor Grant asked if there was a 30-day notice requirement.

Mr. Groff responded no, the 30-day notice has to be before they bring back the resolution. The City was giving 30-day notice now.

Mayor Grant inquired if the City had already given notice. Mr. Groff stated it was being done in the utility billing and it takes a month to notify all utility customers through the billing cycle.

Mayor Grant asked when will the new utility rate begin. Mr. Groff responded October 1st.

Commissioner McCray stated this was nothing new.

Mayor Grant asked if there was further discussion from the Board.

Mayor Grant opened to public comment; seeing no one coming forward, Mayor Grant asked for a roll call vote.

Clerk Pyle called the roll.

Vote

5-0

- D. PROPOSED ORDINANCE NO. 18-016 - SECOND 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. **(TABLED - STAFF RECOMMENDS ITEM REMAIN TABLED)**
- E. PROPOSED ORDINANCE NO. 18-017 - SECOND 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 W CF within public rights-of-way. City-initiated. **(TABLED -- STAFF RECOMMENDS ITEM REMAIN TABLED)**
- F. PROPOSED ORDINANCE NO. 18-018 - SECOND READING - PUBLIC HEARING** - Approve amendments to the Land Development Regulations Chapter 3, Article IV, Section 3.D. (Zoning Matrix and Notes) thereby removing the "pilot" program status. City-initiated.

Attorney Cherof read Proposed Ordinance no. 18-018 on second reading by title only into the record.

Mayor Grant asked for a motion.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Clerk Pyle called the roll.

Vote

5-0

- G.** Request for a private attorney-client session, closed door session for the Quantum Park Overlay District, Secured Holding is the plaintiff. case #50-2016CA005668 in conjunction with other litigation

Attorney Cherof requested a private attorney-client session, closed door session for the Quantum Park Overlay District, Secured Holding is the plaintiff, case #50-2016CA005668

in conjunction with other litigation. Indicated there may be an opportunity to formulate some type of structured settlement to resolve this and other cases. Stated he would need 45 minutes to an hour. Requested an August 21, 2018, date for the session.

Commissioner McCray asked if this was related to the future agenda item E. Attorney Cherof stated in the affirmative.

Commissioner Katz stated 5 pm on August 21st, 2018.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed

Mayor Grant wanted to put a process in place regarding putting items on the Future agenda items. He would like to implement certain procedures or policies if anything is being changed, it would go to new business first. This would allow for discussion and staff would have time to prepare.

13. FUTURE AGENDA ITEMS

- A. Update from staff on status of allowing dogs on the beach - August 21, 2018**
- B. Approved JR Watersports Expansion (COUS 18-003 / MSPM 18-005) request for Conditional Use and Major Site Plan Modification for the expansion of the abutting business, including refurbishing of an existing 2,413 square foot building and associated site improvements on 711 N. Federal Highway, in the C-4 (General Commercial) zoning district. Applicant: Michael Wood. -August 21, 2018**
- C. Commission wants to discuss public safety as it relates to the Town Square Redevelopment – TBD**
- D. Staff to bring information concerning the following land parcels for the Commission to review - TBD**
 - Nichols Property
 - Rolling Green
 - Girl Scout Park
- E. Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD - TBD**

- F. 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**

14. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner Katz moved to adjourn. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 8:24 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: 8/21/2018

REQUESTED ACTION BY COMMISSION:

Approve the purchase of Water Meters and Equipment with Sensus Metering Systems as a Sole Source vendor for the maintenance and replacement of water equipment for the City's Utility Metering System. The City is currently using Sensus's Flex Net System. Items will be ordered on an "as needed" basis for the estimated annual expenditure of \$175,000.

EXPLANATION OF REQUEST:

The City utilizes Sensus's Flex Net System for meter reading to accurately determine the customer's water consumption for proper billing. The items purchased will be for new meters and their components to add to the system, as well as any replacements that may be needed.

Sensus provides a quote which locks their prices for a period of time. The current quote expires February 15, 2019. We will receive another quote once this one expires.

This request will be for the period of October 1, 2018 to September 30, 2019. This will be a yearly request which will be presented to Commission at the beginning of each fiscal year.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The purpose of this purchase is to secure a source of supply for the equipment of the Sensus Flex Net Meter Reading System. The equipment will be ordered on an "as needed" basis and stocked within the City's Warehouse.

FISCAL IMPACT: Budgeted

Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of \$175,000.

FY 15/16 expenditures were \$94,306.26

FY 16/17 expenditures were \$167,058.66

FY 17/18 expenditures to date are \$161,106.43

ALTERNATIVES:

To utilize another water metering system with a different manufacturer.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Sole Source Letter	Sole Source Letter
<input type="checkbox"/> Quotes	Sensus Quote

June 19, 2018

City of Boynton Beach, FL

To Whom It May Concern:

Please be advised that Sensus, USA is the sole manufacturer and provider of Sensus' products including Water Meters, Meter Reading Systems, Testing Equipment, Software, System Support Programs and Repair Parts.

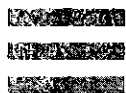
Thank you for your business, and we look forward to continuing to provide you with quality Sensus Products and superior customer service.

Please feel free to contact me at andrea.davis@xyleminc.com regarding this or any other matter.

Sincerely,

Andrea M. Davis

Andrea Davis
Sensus, USA
Director, Channel Marketing



450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

SENSUS

QUOTATION

Your Quote Number: 28286

Reference: SEACOAST

Bill to Customer: 084060

Ship to Customer:

ATTENTION WANEYA BRYANT & DRAVIOUS ROBERTS

BOYNTON BEACH CITY OF

PURCHASING DEPARTMENT

PO BOX 310

BOYNTON BEACH FL 33425-0310

USA

BOYNTON BEACH CITY OF

PO BOX 310

PURCHASING DEPARTMENT

BOYNTON BEACH FL 33425-0310

Salesman: HERRON BROCK

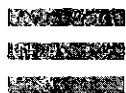
Terms: NET 30 DAYS

Effective Date: 2/02/17

Expiration Date: 2/15/19

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: I5S1GDXX METER 5/8 X 3/4" IPERL 10 GALLON, 6 WHEEL 3A W/6' 2 WIRE TRPL CABLE SMART MODE W/7-1/2" LL	1	EA	109.270
2	Part#: I2S1GDXX METER 3/4"S IPERL 10 GALLON, 6 WHEEL 3A W/6' 2 WIRE TRPL CABLE SMART MODE W/7.5" LL	1	EA	109.380
3	Part#: I4S1GDXX METER 1" IPERL 10 GALLON, 6 WHEEL 3A W/6' 2 WIRE TRPL CABLE SMART MODE	1	EA	154.550
4	Part#: 5396353752201MI M520M TRANSCIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION, HOURLY READ & INTERVAL DATA	1	EA	140.420
5	Part#: 5396353752203MI M520M TRANSCIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA	1	EA	143.220

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.



450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

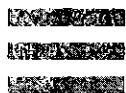
Your Quote Number: 28286

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
6	Part#: C1 METER 1-1/2" OMNI C2 COMPOUND	1	EA	1,048.170
7	Part#: C2 METER 2" OMNI C2 COMPOUND	1	EA	1,209.430
8	Part#: C3 METER 3" OMNI C2 COMPOUND	1	EA	1,531.940
9	Part#: C4 METER 4" OMNI C2 COMPOUND	1	EA	2,660.740
10	Part#: C6 METER 6" OMNI C2 COMPOUND	1	EA	4,595.820
11	Part#: T1 METER 1-1/2" OMNI T2 TURBO	1	EA	717.300
12	Part#: T2 METER 2" OMNI T2 TURBO	1	EA	850.850
13	Part#: T3 METER 3" OMNI T2 TURBO	1	EA	1,060.250
14	Part#: T4 METER 4" OMNI T2 TURBO	1	EA	2,064.160
15	Part#: T6 METER 6" OMNI T2 TURBO	1	EA	3,716.170
16	Part#: T61RTXXG1AAXX MTR 6 OMNI T2 MNCS/TURB NDK 10G PULS 10G 8WHL1A AMR TSTRSR N-DRNK RECLM	1	EA	4,002.580
17	Part#: F6CXXXXG1AA0X MTR 6 OMNI F2 CHB/F2 ID=SN 10GAL PULSE 10G 8WHL1A AMR REG ID = MFG SN 45.00"LL	1	EA	8,061.260

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1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 28286



US Dollar

Line	Description	Quantity	U/M	Unit Price
18	Part#: R11XXXXG8BAXX METER 1-1/2" OMNI R2 10 GALLON, 7 WHEEL 2A, AMR MAIN CASE 13" LL	1	EA	432.820
19	Part#: R21XXXXG8BAXX METER 2" OMNI R2 10 GALLON, 7 WHEEL 2A, AMR MAIN CASE 17" LL	1	EA	607.280
20	Part#: S2PR338GD0XX1XX MTR-LL 5/8-3/4SR11 ER-TRPL G6' BTM/BRZ 6WHL3A 6'SEN L/HSG PK ID=MSN 10G RECLM DP/P	1	EA	124.070
21	Part#: S2PX338GD0XX1XX MTR-LL 5/8-3/4SR11 ER-TRPL 10G BTM/BRZ 6WHL3A 6'SEN L/HSG PK REG ID = MFG S/N DP/P	1	EA	116.700
22	Part#: E2SXX38GDXXXXXX E-REG TRPL SR11 5/8-3/4 10G 6WHL3A 6'SEN AY W/BAYONETT RING	1	EA	53.470
23	Part#: E5SXX38GDXXXXXX E-REG TRPL SR11 1 10G 6' 6WHL3A 6'SEN AY W/BAYONETT RING	1	EA	53.470
24	Part#: 031 SR/SR11 TR/PL CONVERSION KIT REGISTER ONLY, L/HOUSING	1	EA	53.090
25	Part#: 5380220000014 SPANNER WRENCH ILL 26	1	EA	18.120
26	Part#: 0001000101268 GEL CAP ILL 55 AMR ACCESSORIES 517-0010784	5,000	EA	.160

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Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 28286

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
27	Part#: PM M50/M100 WAR WARNTY METRO M50/M100 1-YR EXTENDED MAINTENANCE	1	EA	1,609.000
28	Part#: MISC. SEE BELOW	1	EA	.000

-
* ADD ON TO METER PRICES FOR OMNI T2 TO T6 RECLAIM
EA. \$67.56

-
PARTS NOT QUOTED TO BE DISCOUNTED 24% FROM CURRENT
PARTS PRICING BOOKLETS.

-
WANEYA'S FAX 561-742-6478 - PHONE 561-742-6427
bryantw@bbfl.us
dautam@bbfl.usl.us

-
FULL FREIGHT ALLOWED.
FOB SHIPPING POINT.

-
CASE - 00472464

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.

Current as of: 2/13/18

Correspondence:

SENSUS

207 WINDMERE DRIVE

BOWLING GREEN, KY 42103

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

sensus.orders@sensus.com

PHONE: 800-METER-IT

800-638-3748

ROBERT WHITTAKER

Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: Approve the purchase of 5 Mobile Diesel Generators from TAW Power Systems, Inc. of Pompano Beach, FL, a Kohler Generator Systems Distributor for the sum of \$315,978,48, utilizing pricing of the national Sourcewell Contract #120617-KOH. Sourcewell procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:

The Utility uses mobile generator to support their pumping station operations during any FPL power loss events; typically following a major storm. The larger stations have either a standby generator or a dri prime pump permanently available at the location. This is not an efficient use of resources at stations that require pumping out less frequently. In these cases mobile generators are brought to the station based upon information from the telemetry system, pumped down and the generator then moved to the next site needing attention.

The current fleet of generators was built up in the early 2000's, culminating with those acquired post Hurricane Wilma. It is now time to add to the fleet due to expansion of the system and to begin to replace older units.

Our current inventory is as follows

We have 162 lift stations and 3 stormwater pumping stations.

Stationary Generators	25
Stationary Dri Prime Pumps	21
Mobile Generators	22
Portable Pumps	9

Initially the City attempted to use a bid (#031-2821-18/IT) but analysis of the bid shows that the 5 bidders were not in compliance with the stated needs. The bid was therefore rejected. Due to the urgency of obtaining additional generators to meet our needs should we experience another storm, and the length of time needed to adjust the requirements and rebid it was determined that it would be best to try an alternative sourcing method. Pricing was requested based upon the Sourcewell Contracts with major suppliers. The only successful bidder was Kohler through their local suppliers TAW Power systems Inc., and the pricing appeared to be similar to what was observed in the original bids..

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Mobile generators are a major part of the Utility emergency management plan and are used to keep wastewater from spilling into the local environment during significant power outages. The availability of generators is an important aspect of the planned back up procedures necessary to meet our permit obligations.

FISCAL IMPACT: Budgeted
Funding is available in our Capital Improvement plan in account

4003-5000-53565.04 SWR 108/111

ALTERNATIVES: The alternative is not to use mobile generators but install permanent facilities. This would be a much more expensive solution and add to our long term maintenance plans.

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	TAW Generator pricing
<input type="checkbox"/> Addendum	Kohler Contract
<input type="checkbox"/> Addendum	Kohler Acceptance and Award Docs
<input type="checkbox"/> Addendum	Sourcewell RFP



TAW POWER SYSTEMS, INC.
1500 NW 15th Ave
Pompano Beach, FL 33069
(954) 977-0202 - (800) 876-0990
Tim.Grady@TAWinc.com
Kohler Generator Systems Distributors

KOHLER POWER SYSTEMS DISTRIBUTOR FOR ALABAMA, SOUTH GEORGIA, FLORIDA, LOUISIANA AND MISSISSIPPI

Date: 08/14/2018
To: CITY OF BOYNTON BEACH
Attn: Michael Low, Deputy Utilities Director

Offer No: GP1807-0124
Contact: Tim Grady
Contact Cell #: 954-668-7247

Project: Towable -(3) 90REOZT4 and (2) 120REOZT4 REV2

(3) New KOHLER Model 90REOZT4, EPA TIER 4 Certified Diesel Trailer Mounted Generator Set rated at 76kw Prime Power 3 phase at 120/208

(2) New KOHLER Model 120REOZT4, EPA TIER 4 Certified Diesel Trailer Mounted Generator Set rated at 96kw Prime Power 3 phase at 277/480volt

INCLUDES ALL STANDARD EQUIPMENT:

See Attached Specification Sheets

ADDITIONAL ACCESSORIES:

DEC3500 Controller
Camlock Load Connectors
Sound / Steel Enclosure

Battery Charger: 10 Amp
Dry Contacts: 15 Relay

Cable Box
Ball Hitch
Spare Tire
Wheel Chocks

Cold Weather Package
Two Way Fuel Valve

Three Year Standard Warranty
1 Engine, Generator Parts, Maintenance Manual
1 Electronic Manual

90REOZT4 x 3 - Kohler List Price - \$229,575.00
NJPA Member Discount 30% -
NJPA Member Price FOB Factory - \$160,702.48

120REOZT4 x 2 - Kohler List Price - \$174,680.00
NJPA Member Discount 30% -
NJPA Member Price FOB Factory - \$122,276.00

TOTAL FOB KOHLER....\$282,978.48

INCOMING FREIGHT: FOB JOBSITE, \$23,250.00

START UP, COMMISSIONING and TRAINING: \$9,250.00

TOTAL: \$315,978.48 plus Tax, if applicable
Freight and Commissioning required

SUPPLIED BY OTHERS

Installation of System
Supply of Fuel
All Infrared, 3rd Party and NETA Testing by Others

ESTIMATED LEAD TIME:

12-14 weeks after release of order. This estimated lead time is subject to change daily due to availability.

F.O.B. FACTORY, FREIGHT ALLOWED TO JOB SITE.

SALES TAX NOT INCLUDED.

Regards,

TAW Power Systems, Inc.

Tim Grady
Senior Sales Engineer

OFFER VALID FOR 30 DAYS FROM THIS OFFER DATE (LISTED ABOVE).

EXCEPTIONS/ CLARIFICATIONS/ NOTES:

Delivery and start up are quoted as during normal business hours. If after hour, weekend, or holiday work hours are

required, the Contractor will be responsible for the overtime differential unless otherwise noted.

NOTE: TAW's STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW. You may find a copy under the terms and conditions section at TAWINC.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.

(OFFER ACCEPTANCE BELOW)

COMPANY

AUTHORIZED SIGNATURE

TITLE

PRINT NAME **DATE**

TERMS & CONDITIONS ACKNOWLEDGED:

INITIAL

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, 3.34M
AND SOLUTIONS REQUEST**Company Name: Kohler Power Systems

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.34	Warranty	Clarification: All Kohler product supplied will be covered by the industry standard or better warranty. Attached to this RFP is the Kohler standard warranty however, a product specific warranty can be made available upon request.	NJPA Accepts
5.10	Percentage Discount From Catalog or Category	Clarification: Due to the customizable nature of the product and vast amount of differences, it is not possible to provide a price list for each generator and its multitude of options. However each customized quote will show a list price specific to the quoted project along with the discount/savings per the attached pricing document. The NJPA member discount will be limited to the Kohler FOB bill of material and will exclude open market options add-ons that may be supplied by others.	Clarification - see below
6.26	Subcontractors	Clarification: Kohler has attached its certificate of insurance as part of this RFP. At the time of actual quote, a certificate of insurance from the local Kohler authorized distributor can be made available as well.	NJPA Accepts
7.17	Contract Termination for Cause and Without Cause	Request the contract to read: "Either party may terminate the Contract without cause by giving each other sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligation incurred before the termination."	NJPA Accepts
8.10	Patent and Copyright Infringement	Vendor's indemnification obligation is contingent upon NJPA and NJPA Members providing Vendor with prompt written notice of any third party claims believed to be covered by this Article. Vendor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim.	NJPA Accepts
8.23	Material Suppliers and Sub-Contractors	Clarification: Kohler is the manufacturer of record for all of its supplied equipment. Kohler is happy to supply specific information on a specific component of a generator upon request.	NJPA Accepts

Proposer's Signature: _____

Date: 12/04/17



NJPA's clarification on exceptions listed above:

5.10 Acknowledged as a discount and pricing proposal as part of the RFP response. This is not a legal exception and this response is best included in the relevant questions within Form P.

Review and Approved:

  1/23/18

NJPA Legal Department

Contract Award
RFP #120617

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Kohler Co. Date: 12-4-17

Company Address: 444 Highland Dr

City: Kohler State: WI Zip: 53044

Contact Person: Charles Hunsucker Title: VP Sales

Authorized Signature: [Signature] Charles Hunsucker
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 120617-KOH

Proposer's full legal name: Kohler Power Systems

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.


The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-KOH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kohler Co.

Authorized Signatory's Title VP Sales



VENDOR AUTHORIZED SIGNATURE

Charles Hunsucker
(NAME PRINTED OR TYPED)

Executed on 2/2, 2018

NJPA Contract # 120617-KOH



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]



By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Kohler Power Systems

Address: N7650 Lakeshore Dr.

City/State/Zip: Sheboygan, Wisconsin 53083

Telephone Number: 920.457.4441

E-mail Address: Charles.Hunsucker@kohler.com

Authorized Signature: _____

Authorized Name (printed): Charles Hunsucker

Title: Vice President – Sales

Date: 12-4-17

Notarized

Subscribed and sworn to before me this 4th day of December, 20 17

Notary Public in and for the County of Sheboygan State of WI

My commission expires: 8-21-2020

Signature: Michelle L Kolberg



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Kohler Power Systems

Questionnaire completed by: Jeff Schoneman

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Kohler response: Since the PO will be between the NJPA member and the local Kohler distributor, payment terms will be detailed on each quotation. Kohler and its authorized distributors understand that terms can vary from project to project depending on scope of work, but traditional payment terms are net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Kohler response: No. Kohler Power Systems does NOT offer these programs. However, Kohler authorized distributors may be able to assist NJPA members with leasing or financing options depending on the scope of work.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Kohler response: The typical process for this customized product is for the local Kohler distributor receiving the inquiry to provide a quotation using the on-line Kohler quotation system to meet the customer's specifications. The quotation will be coded so that the NJPA contract discount gets applied. Besides quoting the product the distributor can also quote freight, start-up, training and a preventative maintenance agreement. These services will typically be broken-out as separate line items. When the quotation is accepted and PO is received by the Kohler authorized distributor a submittal is generated for approval. Upon approval of that submittal by the NJPA member the Kohler authorized distributor will convert the quotation into a PO via the Kohlernet on-line business system. Kohler will acknowledge that PO with an estimated ship date/address so that the distributor can relay that information to the NJPA member. The local Kohler authorized distributor is always in the middle of the communications between the NJPA member and Kohler Power Systems. Quotation/POs will have the NJPA contract number followed by order specific numbers. The Kohler business system can be easily search each month/quarter for reporting and annual auditing.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Kohler response: Each local Kohler authorized distributor is an independent/private company and most probably do NOT have P-card procurement and payment systems.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Kohler response: Yes, standard warranty covers all three. See TP-5820 for reference to individual warranty policy numbers for each product category: [tp5820Warranty.pdf](#)

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Kohler response: Yes, warranties are available ranging from 1-year/2000 hours - whichever occurs first through optional 10-year warranties. Also per EPA laws Stationary Emergency Power Systems can only be operated while a reliability utility is out of specification plus up to 100 hours/year for maintenance and readiness testing. For Stationary Non-Emergency and Mobile-diesel powered (CI) units EPA T4 Certification is required or EPA certified (SI) Gas engines need to be used. These restrictions don't necessarily affect the warranty but mis-use/application of EPA law is illegal. Also Start-up must be performed by Kohler Distributor, Dealer or Authorized Representative within 24 months of shipment. See typical warranty statement as there are 32 different warranty statements depending upon the product. [tp5374 Std. Industrial Warranty.pdf](#)

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Kohler response: Yes, standard warranty includes up to 150, 200 or 300 miles round trip with travel time included depending upon the product category. See [tp5820Warranty.pdf](#) and individual warranty policies by product category for details.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Kohler response: While not all service technicians may be certified, all service technicians are enrolled in the certification process. Some are recent hires and full certification can take up to 3 years as there are many products such as diesel and gas engines, alternators, controllers, Automatic Transfer Switches and Paralleling Switchgear. However, each distributor has certified technician's on-staff to assist as needed PLUS they are all supported by the Kohler Field Service Engineering Team. The Residential/Light Commercial product is also supported by a large dealer network with a goal of having a dealer within 50 miles of customers for a fast response: [US Resi Dealer Map 2017.docx](#)

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Kohler response: Everything included in the Kohler proposal is covered by a Kohler warranty. There are no third-party item included in the Kohler proposal. If other items are negotiated between the NJPA member and local Kohler distributor, warranty on those items will be by others.

- What are your proposed exchange and return programs and policies?

Kohler response: Exchange program is explained in the Kohler warranty statement, at the discretion of Kohler Co., defective product will be repaired or replaced. Due to the size and customization of each product for a specific application, returns are treated the same. Typically damaged or defective product is promptly repaired in the field at site by the local Kohler distributor and if required with factory assistance. [tp5374 Std. Industrial Warranty.pdf](#)

- 6) Describe any service contract options for the items included in your proposal.

Kohler response: Kohler distributors provide and renew service contracts every day for Kohler Power Systems product. Contracts are tailored to meet customer needs/budgets such as annual, semi-annual or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services. Please see representative sample from one Kohler distributor and know that it can be tailored to specific customer needs. [Typical Kohler Distributor PM Quote.doc](#)

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Kohler response: Industrial, Commercial, Residential and Portable grade - 2.0kw to 1300kw natural gas/LP gas and gasoline powered gensets under 15kw; Industrial grade - 15kw to 4000kw diesel powered gensets and all related power system accessories such as fuel storage tanks and outdoor enclosures with sound attenuation all available in low voltage and larger units available in low and medium voltage configurations used in North America. 30-4000amp transfer switches in styles and configurations to meet all requirements in Industrial, Commercial and Residential applications and paralleling systems when 2 or more gensets are required/desired or when paralleling with the utility is required meeting UL891 or UL1558 and when medium voltage ANSI standards. All products are made to EPA and UL standards and comply with the National Electric Code (NFPA-70) and when properly configured comply with NFPA-110, NFPA-101 and NFPA-99. Kohler also meets CSA and CUL codes for Canadian sales. Kohler Power Systems holds ISO9001 Certification since 1995 and products are built to International and National standards such as NEMA, CEMA, ISO, IEE and ANSI. Sales and post sales assistance via local distributors including but not limited to: quotations, order processing, deliveries, installation supervision, start-up, product training, service maintenance agreements, rentals, warranty service and parts. Service technicians are generally located within 2 - 4 hours of customer sites for a fast response.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Kohler response: Please see attached discount schedule off Industrial Product that will have a custom quotation from the Kohler on-line quotation system. Due to the customizable nature of the product and differences for each quotation generated on-line, the NJPA member discount will be applied to the Kohler FOB bill of material. Freight, start-up, training and maintenance agreements will be broken-out and administration fee will be calculated on the FOB portion. For Portable, Residential and Commercial product please refer to MSRP as these products are ordered from STOCK. NJPA member discount schedule also attached for these product categories. Kohler Power Price List NJPA vfnl.xlsx, Kohler Power Residential MSRP vfnl.xlsx

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Kohler response: Industrial Product discounts will be applied to Kohler List Price generated from the on-line quotation system for each and every project. The local Kohler distributor will generate a quotation and the Kohler on-line business system will apply the NJPA member discounts off list price. For Portable, Residential and Commercial products the discount is from MSRP as these products are ordered from STOCK.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Kohler response: Quantity/Volume discounts are considered on a case-by-case basis due to the fact that most projects involve just one Electric Power System. In cases where multiple systems are quoted/purchased at one time consideration is given to an extra discount and consolidating freight to minimize cost. Rebate programs are not typical with this product/industry as most customers purchase one or less electric power system each year.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Kohler response: Sourced/Open Market items will be priced by the local Kohler authorized distributor per the NJPA Discount Schedule off distributor list price. Typical items include: Fuel Storage Tank Testing/Permitting, Service Contracts and Rental Equipment.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Kohler response: Freight is not included but can be quoted Pre-Paid and Add using the Kohler preferred carrier's discounts. Cost to Kohler will be "Passed Through" to NJPA member with zero mark-up (since Kohler will NOT be marking up freight we would ask that freight not be included in the Administration Fee calculation). If NJPA members can obtain freight at lower rates, they should coordinate the pick-up/freight. Installation is always by others as typically an Architect, Engineers, General Contractors and sub-contractors are also involved. Building codes and inspections are also typical. Installation Supervision, start-up and training will be included with each quotation and broken-out.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Kohler response: Freight is quoted FOB Sheboygan, Wisconsin, 53083. Shipment size varies from simple LTL to complex multiple truck deliveries. Most shipments are arranged on flatbed trailers or for larger product, specialized drop deck trailers and cranes need to be arranged for site deliver and off-loading which is BY OTHERS and NOT included in the Kohler proposal.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Kohler response: For Alaska most shipments are the same as they would be for the lower 48 and most of Canada, via ground using typical freight carriers and specialized trailers. In remote villages of Alaska such as the Kodiak Islands the last leg of the shipment might involve a local barge. The NJPA member can arrange freight or Kohler can using Pre-Pay and Add. For Hawaii most freight will travel by land to a port on the west coast and from there travel via ocean cargo and once in port travel by surface once again. If size and weight become an issue Roll-on-Roll-off should be considered. For Canada most freight will move the same as in the lower 48 but again some local barges may be required in coastal areas and ICE ROADS in northern Territories. Crossing the border into Mexico is usually done at Lerado. Other offshore deliveries go surface to sea ports and ocean freight from there with coordination via a freight forwarder for export/import documentation and local surface transportation.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Kohler response: Kohler offers Split Shipments, meaning some products ship sooner than others due to the progress of the construction site. Often times pieces need to arrive months prior to building completion or walls are closed in and other times outdoor equipment must arrive before cranes are moved or taken down. As freight is NOT included in the Kohler proposal these are just unique options available that can be arranged by Kohler at the time of PO processing.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Kohler response: Kohler uses a SAP based business system and that extends to local Kohler distributors. Quotations, purchasing and deliveries are made via this business system between the factory and distributors. Therefore, monitoring activity and performing monthly, quarterly and annual reports is a simple task. Kohler can add a new category to customer type, "NJPA" to make searches easier and double check against quote descriptions and POs using the NJPA Contract Number.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Kohler response: Kohler will pay NJPA a 2% fee of Kohler FOB net invoice price which will typically exclude open market" items or "nonstandard options, freight, start-up and training. If Kohler coordinated Pre-Pay and Add freight is used it will be treated as Pre-Paid and Add since it is a Pass-Through and NOT be considered when calculating the Administration Fee. The NJPA member discount will be limited to the Kohler FOB bill of material and will exclude open market options add-ons that may be supplied by others.

Industry-Specific Questions

- 19) Please specify product and voltage range the generator equipment that you are offering.

Kohler response: Portable-Hand Carry gasoline & diesel powered gensets, 120/240v single phase. Air cooled, gas powered Residential/Light commercial gensets 7kw - 20kw, 120/240v single phase and larger models available in reconnectable 120/208 to 277/480v three phase plus 600v for Canada. Liquid cooled, gas powered Residential/Light Commercial gensets 24kw - 150kw, 120/240v single phase, reconnectable 120/208 to 277/480v three phase plus 600v for Canada. Associated RDT/RXT Automatic Transfer switches 30-400amps at same voltages in 2 pole - 3 wire and 3 pole - 4 wire. Industrial Grade Gas Powered Gensets: 25kw - 150kw, 120/240v single phase, reconnectable 120/208 to 277/480v three phase plus 600v for Canada. 180kw-400kw, reconnectable 120/208 to 277/480v three phase plus 600v for Canada. 500kw -1300kw, reconnectable 120/208 to 277/480v three phase BUT larger units are fixed voltage as ordered or 600v for Canada and medium voltage such as 4160v. Industrial Grade Diesel Powered Gensets: 15kw - 150kw, 120/240v single phase, reconnectable 120/208 to 277/480v three phase or 600v for Canada. 180kw - 600kw, reconnectable 120/208 to 277/480v three phase or 600v for Canada. 750kw- 2000kw, fixed voltages as ordered ranging from 120/208 to 277/480v three phase or 600v for Canada and medium voltage such as 4160v. 2250kw - 4000kw, fixed voltages as ordered ranging from 120/208 to 277/480v three phase or 600v for Canada plus medium voltage including 4160v to 13.8kv. Associated Industrial Grade Automatic Transfer Switches 30-4000amps, all voltages previously listed. Associated Paralleling Panels, all voltages previously listed. Towable gensets 35KVA-175kva, gas or diesel, reconnectable 120/240v single phase and 120/208 to 277/480v three phase or 600v for Canada or optional 3-position selector switch for 120/240 single phase and 120/208 and 277/480v three phase. 120/240v three phase is available via Special Order on Towable Products. [G1218 Industrial Full-Line.pdf](#), [g12458 RESI-RCL-Portable Full Line.pdf](#), [g12452 Portable Full Line.pdf](#), [g12430 RCL 24-60kw.pdf](#).

20) Describe your mobile or trailer mounted units, if any, and specify the ranges.

Kohler response: Included in the proposal are 50kva, 70kva and 125kva gas plus 35kva to 175kva diesel. The gas units are very "GREEN" and can operate 24 hours with on-board LPG and include a three way valve for off-board NG and LPG for extended run times. Diesel units come with >24<48 hours fuel tanks and valve for off-board fuel supply. Machines can be ordered with reconnectable 12-lead generator or 3-position selector switch for 120/240v single phase, 120/208v and 277/480v three phase. 120/240v three phase and 600v are dedicated connection machines. The enclosures and trailers are designed and built for on/off highway. Enclosures are rigid design with superior sound attenuation, 66-71db(A). A really unique advantage of the design is the enclosure can be removed in one piece after loosening 8 bolts as there are no other mechanical or electrical connections between the genset/trailer and the enclosure. Also the controller/gensets comes standard parallel-ready with other Kohler Mobile Generators all coming with 3-year limited warranty. [g12443 Mobile.pdf](#)

21) If you are providing trailers as part of a turnkey package, please provide details.

Kohler response: Trailers are DOT approved with single axle on smaller units and dual axle on larger units. Spare tire, jack stands, tongue stand and fire extinguisher are optional. Tool box, fenders, lighting package and brakes are standard. Tongue is either 2" or 2-1/8 ball or pintail as required by GVW. [g12442 Towable Features.pdf](#)

22) Describe how you will include customization and the pricing of such for the units.

Kohler response: One of Kohler's advantages is the ability to customize product to specific customer requirements. A team of Application Engineers are dedicated to providing Special Quotation ADDERS to modify standard quotations. There are limitations due to 3rd party certifications such as UL, EPA and CSA plus modifications add to delivery time.

23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.

Kohler response: Installation is always provided by others such as a General/Electrical Contractor. Service is provided by local distributors. Emergency services are typically provided in less than 2- 4 hours, 24/7/365. Service pricing varies by product on-site as some have just one small Genset and ATS while the next can have multiple large paralleled gensets with many ATSS. Pricing will be included and broken-out on each quote when requested by the NJPA member. [g12485 Service & Parts.pdf](#)

24) Describe any preventative maintenance or extended service coverage agreements.

Kohler response: Kohler distributor provide service contracts every day for Kohler Power Systems. Contracts are tailored to meet customer needs and budgets such as annual, semi-annual or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services. Service Contracts need to be priced up on an individual basis as they are specific to each customer. Most Kohler distributors also have a fleet of rental-towable units that can be deployed during unexpected events or when the standby generator is critical and expected to be out of service longer than 24 hours. The customer needs to understand this NEC requirement and take into consideration other equipment such as a portable generator connection box and manual transfer switch to comply with the code. [Typical Kohler Distributor PM Quote.doc](#)

25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

Kohler response: The Kohler proposal does NOT include these items BUT the Kohler distributor can provide a custom quotation as a Sourced Good or Open Market Item. If requested, PM quotes can be included with the equipment quotation and broken-out in the same way that freight and start-up will be broken-out.

a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.

Kohler response: Please see typical agreements from one Kohler distributors: [Typical Kohler Distributor PM Quote.doc](#)
Agreements from the other 24 distributors will be similar and can be customized.

b. What are recommended service intervals?

Kohler response: Annual, Semi-annual or quarterly maintenance visits are recommended depending upon the critical nature of the application, reliability of the local utility and possibility/frequency of regional weather events. Please see Typical Service Interval Schedule which will vary slightly machine to machine. [Typical Service Routine.PDF](#)

26) Describe your rental agreements and pricing schedule.

Kohler response: Rental agreements are NOT part of the Kohler proposal but could be obtained from Kohler distributors as Sourced Good/Open Market Items. Please see typical Kohler distributor rental agreement. Agreements from the other 24 distributors will be similar and can be customized.

However, as part of the NJPA agreement, Kohler distributors will provide pricing per the NJPA Discount Schedule off distributor list price. [Typical Kohler Distributor PM Quote.doc](#)

27) Will you include used equipment and if so, provide a pricing strategy for these units.

Kohler response: Kohler will NOT offer Used or Hot List items in the proposal. We have such a list but it changes daily and includes items with less than standard warranty. **Kohler distributors do have used inventory for sale. As part of the NJPA agreement, Kohler distributors will provide pricing per the NJPA Discount Schedule off distributor list price.**

28) Provide a general overview of your products EPA compliance.

Kohler response: Kohler offers products that comply with current EPA laws for the three categories of gensets related to our business. These categories are 1) Stationary Emergency, 2) Stationary Non-Emergency and 3) Non-Road Mobile. The NJPA member also needs to understand EPA laws as they are application/use specific. Kohler Power Systems and local Kohler distributors can advise NJPA members that might not be familiar with EPA law as it applies to Electric Power Systems. Several states or municipalities around the country have air quality laws that are greener than the federal EPA law such as the South Coast Air Quality Management Districts of California and Kohler also has products and permitting assistance available via the local Kohler distributor. Environment Canada laws mirror EPA laws. Please see typical EPA Certification that will be included with each Industrial Genset Submittal Package. [Typical EPA Certificate HJDXL04.5315-023.pdf](#)

29) Identify the lifecycle cost of ownership of your generator solutions.

Kohler response: Lifecycle costs are rarely considered in the Emergency Power System business. These Power Systems are typically legally required under NEC Article 700 and 701. Per EPA law most will only operate to back-up a reliable utility and therefore operate just a few hours per year, except during big weather events like hurricanes, tornados, ice storms, wild fires, flooding, etc. when they can operate for a week or more during an extended utility outage, plus up to 100 hours per year for maintenance and readiness testing. Typical life of these products is 30-50 years at which time they need to be replaced as repair parts become difficult to procure. For customers with Prime Power, Peak Shaving, Co-Generation or Interruptible Rate programs, diesel units need to be EPA T4 and Payback calculations are rarely attractive and therefore fall out of consideration early in the decision process. For these Non-Emergency applications most customers consider Natural Gas gensets as the price of fuel is usually the largest cost component in a Life-Cycle/Total-Cost-of-Ownership study plus they are very GREEN. We can provide Total-Cost-of-Ownership calculations upon specific request.

Signature: _____



Date: _____

12/04/17

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-KOH

Proposer's full legal name: Kohler Power Systems

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-KOH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kohler Co.

Authorized Signatory's Title VP Sales



VENDOR AUTHORIZED SIGNATURE

Charles Hunsucker
(NAME PRINTED OR TYPED)

Executed on 2/2, 2018

NJPA Contract # 120617-KOH



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

RFP Opening

| DECEMBER 7, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120617

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

RFP Timeline

October 19, 2017	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
November 16, 2017 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
November 29, 2017	Deadline for RFP questions.
December 6, 2017 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
December 7, 2017 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

TABLE OF CONTENTS

1. DEFINITIONS
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. ADVERTISEMENT OF RFP
3. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. PRICING
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. EVALUATION OF PROPOSALS
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
- C. Proposal Evaluation Criteria
- D. Other Consideration
- E. Cost Comparison
- F. Marketing Plan
- G. Certificate Of Insurance
- H. Order Process and/or Funds Flow
- I. Administrative Fees
- J. Value Added
- K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDITIONS
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Licenses
 - J. Material Suppliers and Sub-Contractors
 - K. Non-Waiver of Rights
 - L. Protests of Awards Made
 - M. Suspension or Disbarment Status
 - N. Affirmative Action and Immigration Status Certification
 - O. Severability
 - P. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A
13. APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)
14. APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.

3.17 Additional Scope Definitions: In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1 Primary Offerings:** Proposer’s primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

3.17.2 Incidental or Complementary Offerings: in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.3.1 [Omitted.]

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer’s Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The

notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

4 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$30 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 **ADDITIONS.** New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 **DELETIONS.** New products and related services may be deleted from a contract if an item is no longer available.

5.35 **PRICE CHANGES.** A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products,

the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA

desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under

this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor

stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment

and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES** industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

- a) Sales force.
- b) Dealer network or other distribution methods.
- c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #120617

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120617 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number** #120617

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

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #120617

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #120617

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
 - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.
- 28) Provide a general overview of your products EPA compliance.
- 29) Identify the lifecycle cost of ownership of your generator solutions.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

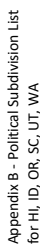
<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

Hawaii
County[illegible]

Idaho	City of Dover	City of Dayton	City of Harrisville	City of Huntington	City of Cornwall
	City of Downey	City of Dayton	City of Hiram	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depe Bay	City of Imlan	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Lake City	City of Hyrum	City of Dayton
	City of Eagle	City of Donald	City of Johnsonville	City of Ives	City of Dayton Park
	City of Eden	City of Drain	City of Lancaster	City of Kansas	City of Dayton Park
	City of Emmett	City of Elgin	City of Laurens	City of Kayville	City of Dayton Park
	City of Fairfield Village	City of Duane City	City of Liberty	City of La Verkin	City of Deerpark
	City of Ferman Lake Village	City of Eagle Point	City of Loris	City of Layton	City of Duval
	City of Filer	City of Elcho	City of Manning	City of Lehi	City of East Wendathee
	City of Firih	City of Enterprise	City of Marion	City of Lewiston	City of Edgewood
	City of Franklin	City of Estacada	City of Mauldin	City of Logan	City of Edmonds
	City of Frankfort	City of Eugene	City of Mullins Beach	City of Madison	City of Electric City
	City of French City	City of Falls City	City of New Ellenton	City of Marquette	City of Elmberg
	City of Georgetown	City of Falls City	City of Newberry	City of Marietta	City of Ellettsville
	City of Glens Ferry	City of Florence	City of North Augusta	City of Mendon	City of Elinora
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Garibaldi	City of Gaston	City of Pickens	City of Millard	City of Federal Way
	City of Greenville	City of Gates	City of Rock Hill	City of Millville	City of Fendale
	City of Greenville	City of Greenville	City of Spartanburg	City of Monroeville	City of Fife
	City of Haley	City of Gladstone	City of Sunter	City of Monroe	City of Forest
	City of Hansen	City of Glendale	City of Tega Cay	City of Monticello	City of Franks
	City of Harrison	City of Gold Beach	City of Travelers Rest	City of Morgan	City of George
	City of Hayden	City of Gold Hill	City of Union	City of Mt. Pleasant City	City of Gile Harbor
	City of Hazelton	City of Grants Pass	City of Vashalla	City of Murray	City of Gold Bar
	City of Heburn	City of Grantsburg	City of Wellford	City of Myron	City of Goldendale
	City of Hollister	City of Hopedale	City of West Columbia	City of Naghi	City of Grand Coulee
	City of Hope	City of Huestee Bend	City of Westminster	City of Nabby	City of Grandview
	City of Huestee Bend	City of Huestee Bend	City of Westminster	City of North Logan	City of Grange Falls
	City of Huettner	City of Idaho City	City of Happy Valley	City of North Ogden	City of Harrison
	City of Idaho City	City of Idaho Falls	City of Harburg	City of North Salt Lake	City of Hoquiam
	City of Irion	City of Helix	City of Heppner	City of Oakley	City of Ilwaco
	City of Island Park	City of Heppner	Town of Atlantic Beach	City of Oakes	City of Isaquah
	City of Jerome	City of Hiram	Town of Bismarck	City of Oakes	City of Isidore
	City of Kanab	City of Hines	Town of Ayer	City of Okanogan	City of Isalo
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Isalo
	City of Kendrick	City of Hubbard	Town of Bethlehem	City of Payson	City of Islet Falls
	City of Ketchum	City of Huntington	Town of Blackburg	City of Perry	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blacksville	City of Plain City	City of Kittitas
	City of Koskiski	City of Imbler	Town of Blenheim	City of Pleasant Grove	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant View	City of Lacey
	City of Lake Forest	City of Independence	Town of Bluffton	City of Pocatello	City of Lake Stevens
	City of Lake Hood Springs	City of Island City	Town of Blount	City of Providence	City of Lakeview
	City of Lewiston	City of Jacksonville	Town of Bransonville	City of Provo	City of Langley
	City of Mackay	City of Jefferson	Town of Blarcliffe Acres	City of Richfield	City of Leavenworth
	City of Malad City	City of John Day	Town of Burson	City of Richmond	City of Liberty Lake
	City of Mansing	City of Johnson City	Town of Calhoun Falls	City of River Heights	City of Long Beach
	City of McCall	City of Joseph	Town of Camerton	City of Riverside	City of Longview
	City of McCammon	City of Junction City	Town of Campbell	City of Riverton	City of Lynden
	City of Meridian	City of Ketchikan	Town of Central	City of Riverton	City of Lynden
	City of Middleton	City of Klamath Falls	Town of Chelan	City of Salem	City of Madison
	City of Midale	City of La Grande	Town of Cheraw	City of Salem	City of Maple Valley
	City of Moscow	City of La Pine	Town of Clito	City of Salina	City of Marysville
	City of Mountain Home	City of Lafayette	Town of Clover	City of Sandy	City of Mattawa
	City of Mulan	City of Lakeview	Town of Coward	City of Santa Clara	City of McCleary
	City of Murraugh	City of Laramie	Town of Compton	City of San Juan	City of Medina
	City of New Meadows	City of Lodi	Town of Dora	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Duane	City of South Jordan	City of Mesa
	City of Newdale	City of Lyons	Town of Dunbar	City of South Ogden	City of Mill Creek
	City of Nespece	City of Madras	Town of Eastover	City of South Salt Lake City	City of Milton
	City of Nodus	City of Malin	Town of Edgfield	City of Spanish Fork	City of Monroe
	City of Odino	City of Manzanita	Town of Edisto Beach	City of Spring City	City of Morton
	City of Olathe	City of Manzanita	Town of Emerald	City of St. George	City of Moses Lake
	City of Olathe	City of Manzanita	Town of Elm	City of Sunnyside	City of Mountlake Terrace
	City of Olathe	City of Manzanita	Town of Elm	City of Sunset	City of Moore
	City of Olathe	City of Manzanita	Town of Elm	City of Syracuse	City of Mt. Vernon
	City of Olathe	City of Manzanita	Town of Elm	City of Taylorsville	City of Mukilteo
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Naperville
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Newcastle
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Newport
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Moscow
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Mountlake Terrace
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Mt. Vernon
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
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	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
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	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia
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	City of Olathe	City of Manzanita	Town of Elm	City of Tooele	City of Olympia

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	Hawaii	Iaho	Oregon	South Carolina	Utah	Washington
	Mica Kidd Island Fire Protection District Middleton Rural Fire District Midvale Fire Protection District Minidoka County Fire Protection District Mindocoma County Highway District Moreland Water and Sewer District Mountain Ridge Fire Protection Authority Mountaineer Recreation Authority Nampa and Meridian Irrigation District Nampa Highway District No. 1 New Plymouth Authority New Plymouth Fire District North Brigham County District Library North Custer Hospital District North Fork Snake River Fire-Sewer District North Lake Recreational Area and Water District North Latah County Highway District Northern Lakes Fire District Northeride Fire District Notus-Farma Highway District No. 2 Oakley Highway District Oakley Library District Oakes Community District Oregon Trail Recreation District Oronget Bay Water and Sewer District Paindville Health District Parma Rural Fire Protection District Pine Ridge Water and Sewer District Pinhurst Water District Pioneer Irrigation District Porterville Fire District Portland Housing Authority Potter-Obuchuk Auditorium District Potter-Dick Library Post Falls Highway District Power County Highway District Prairie Highway District Prairie River Library District Prairie Valley Regional Fire District Rapid River Highway District Red River Highway District Richfield District Library Reidsville Independent Water District Rock Creek Fire District Rockland Rural Fire District Rogerson Water District Roseburg Water District Sagehen Fire District Salmon River Clinic Hospital District Sam Owen Fire District Santa-Fernwood Water and Sewer District Schweitzer Fire-Rescue District Settlers Irigation District Shelley/Tritn Fire District Shoshone-City & Rural Fire District Shoshone-Highway District No. 1 Shoshone-Highway District No. 2 South Bannock Library District South Brigham Soil Conservation District South Boundary Fire Protection District South Custer Fire District South Fork Coeur d'Alene River Sewer District South Latah Highway District South Salmon Highway District Southwesterm Idaho Comprehensive Housing Authority St. Maries Fire Protection District Star Joint Fire District Star Sewer and Water District Sun Valley Water and Sewer District Sunset Heights Water District Targhee Regional Public Transit Authority Timberlake Fire Protection District Tule Creek Fire Protection District Three Creeks Highway District Three Mile Water District Timberlake Fire Protection District Twin Falls Highway District Twin Falls Rural Fire Protection District Twin Ridge-Rural Fire District Upper Fremont Highway District Upper Forda Creek Rural Fire District Warm Lake Recreational Water District Wendell Highway District West Boise Sewer District West Bonner Library District West Bonner Water and Sewer District West Bend Oreille Fire District Western Emmet Fire District Western Emmons County Recreation District Wildier Irrigation District Wilbur Public Library District Wilder Rural Fire Protection District	Riversdale School District No. 51J Rogue River School District No. 35 Roseburg Public Schools Salem-Keezer Public School District No. 24I Saniam Canyon School District No. 129I Santiam Christian Schools Seaside Community School District No. JJ Seaside School District No. 95C Seaside School District Sheridan School District No. 48J Sherman County School District Silver Fork School District No. 88J Slater School District No. 6 South Fork Umpqua School District South Coast Educational Service District, Region No. 7 South Lahai County Highway District No. 463J South Umpqua School District No. 19 South Wasco County School District No. 1 Southern Oregon Education Service District Spray School District No. 1 Springfield School District No. 19 St. Helens School District No. 50Z St. Lawrence School District Stanford School District Starfishin School District No. 130 Sweet Home School District No. 55 Three Rivers School District Tigard-Tualatin School District No. 23I Tillamook School District No. 9 Ukiah School District 80 R Union School District No. 6 Union School District 5 Vale School District No. 84 Vernonia School District No. 47I Wallawa School District No. 12 Warrenton-Hammond School District No. 30 West Lin-U Wilsonville School District Willamette Education Service District Wilson-Ballard School District No. 116 Woodburn School District No. 103 Yamhill-Carlton School District No. 1 Yoncalla School District No. 32	Adair Rural Fire Protection District Amity Fire District Applegate Valley Fire District No. 9 Arch Cape Water District Arnold Irrigation District Aumville Rural Fire District Baker County Library District Baker Rural Fire Protection District Baker Valley Soil and Water Conservation District Bandon Rural Fire Protection District Bayview Fire District Bay-Area Hospital District Bend Parks and Recreation District Beverly Beach Water District Black Butte Ranch Rural Fire Protection District Blue Mountain Hospital District Blue River Water District Boardman Park and Recreation District Boatmen Park and Recreation District Bonanza Water District Boring Water District No. 24 Boulder Creek Retreat Special Road District Brownsville Rural Fire District Buell-Red Prairie Water District Bunker Hill Sanitary District Burnington Water District Camella Park Sanitary District Central Oregon Regional Fire District Central Locust Park's Utility District Central Oregon Irrigation District Central Oregon Park and Recreation District Central Oregon Regional Housing Authority Charleston Fire District Charleston Sanitary District Cheshlam Park and Recreation District Christmas Water Park and Recreation District Chukwani Water Park and Recreation District Chukwani Valley Domestic Water Supply District Christmas Valley Park and Recreation District Clickamas County Fire District No. 1 Clickamas County Housing Authority Clickamas County Soil and Water Conservation District Clatskanie Park and Recreation District Clatskanie Respires Utility District Clatskanie Senior Center Fire District Clatsop Care Center Health District Clatsop County Housing Authority Coverdale Rural Fire Protection District Coburg Rural Fire Protection District	Hartsville Housing Authority Hilton Head No. 1 Public Service District Holly Springs Fire-Rescue District James Island Public Service District Jones Bluff Public Service District Kangaroo Housing Authority Lake City Housing Authority Lancaster County Water and Sewer District Lancaster Housing Authority Lancaster Soil and Water Conservation District Laurens Housing Authority Lexington County Health Services District, Inc. Liberty-Cherokee-Higden Water District Local Housing Authority Logan County Housing Authority Logan Regional Transportation Authority Luft-Eglar Water Authority Marion Housing Authority Mariaborg County Housing Authority McColl Housing Authority Medical University Hospital Authority Metropolitan Sewer Sub-District Milledgeville Water and Sewer District Murrells-Inlet-Garden City Fire District Myrtle Beach Air Force Base Redevelopment Authority Myrtle Beach Housing Authority Newberry County Water and Sewer Authority Newberry County Water and Sewer Authority North Charleston Housing Authority North Charleston Sewer District North Charleston Water District Onslow County Joint Regional Sewer Authority Palmetto Fire Subdistrict Parkers Sewer and Fire Subdistrict Patridots Point Development Authority Pee Dee Regional Airport District Pee Dee Regional Transportation Authority Piedmont Public Service District Pioneer Rural Water District Pope John Center Richard-Leighton Airport District Richard-Leighton Riebnanks Park District Rock Hill Housing Authority Saluda County Water and Sewer Authority Sandys Springs Water District Sanjee Fire Service District Sanjee Waters Regional Transportation Authority Shades Township Fire District Shawnee Fire District South Carolina Housing Authority Bond Council South Carolina Public Employee Benefit Authority South Carolina Regional Housing Authority No. 1 South Carolina Regional Housing Authority No. 3 South Carolina State Education Assistance Authority South Carolina State Fiscal Accountability Authority South Carolina State Finance and Development Authority South Greenville Fire District South Island Public Service District Southside Rural Community Water District Sparksburg Regional Health Services District Spartanburg Regional Housing Authority St. Andrews Public Service District South Carolina St. Johns Fire District St. James Fire District Starnes-Jackson Wellford Duncan Water District Sumter Housing Authority Taialtha Rural Community Water District Taylor's Fire and Sewer District Three Rivers Solid Waste Authority Tigerville Fire District Tri-County Solid Waste Authority Trinity Fire District Valley Public Service Authority Wascomaw Regional Transportation Authority Wedgfield Sateburg Water District West Anderson Water District Westview-Fairforest Fire District Whitney Fire Protection District Williamburg County Transit Authority Williamsburg County Water and Sewer Authority Winthrop County Water and Sewer District Woodruff-Hoebuck Water District York County Natural Gas Authority	Utah County Housing Authority Utah Paute Housing Authority Utah Valley Dispatch Special Service District Wasatch County Fire District Wasatch Front Waste and Recycling District Wasatch Mountain Regional Fire District Washington County Water Conservancy District Waste Management Service District No. 5 Weber Basin Water Conservancy District Weber Fire District Weber Mosquito Abatement District Webster-Box Elder Conservation District Wellsville-Meredon Conservancy District Whiterocks Regional Improvement District Windward Fire District State State Of Utah Utah Department of Administrative Services Utah Department of Health Utah State legislature Utah State Treasurer	Grapevlew School District No. 54 Great Northern School District Green Mountain School District No. 103 Griffin School District No. 324 Harrington Public Schools Highland School District No. 203 Hood River School District No. 401 Hudson School District Hoquiam School District No. 404 Inchelium School District No. 28 Inchelium School District No. 70 Isaquah School District No. 411 Kalama School District No. 56 Kelso School District No. 402 Kirkland School District No. 458 Kennewick School District No. 17 Kent School District No. 415 Kettle Falls School District No. 212 Kiowa-Benton City School District No. 52 Kititas School District Klickitat School District No. 402 Lin Center School District Longview School District No. 311 Loquac School District Lake Chelan School District No. 129 Lake Quinalt School District No. 97 Lake Stevens School District No. 4 Lake Washington School District No. 414 Lakeview School District No. 306 Lamont School District Leavenworth School District Lid School District Longview School District No. 122 Loom Lake School District No. 183 Lopez Island School District No. 144 Lyle School District No. 406 Lynden School District No. 504 Madson School District No. 120 Malheur School District No. 207 Manito School District Mary M. Knight School District Mary Walker School District No. 207 Mayaville School District No. 25 McClary School District No. 65 Medford School District No. 326 Mercer Lake School District No. 400 Meriden School District No. 505 Melroy Valley School District Monroe School District No. 103 Montesano School District No. 66 Morison School District No. 214 Mosier Lake School District No. 161 Moyses School District No. 206 Mt. Adams School District No. 209 Mt. Rainier School District No. 209 Mt. Vernon School District No. 230 Mulatto School District No. 6 Nichols Valley School District No. 3 Napavine School District No. 14 Naselle-Grays River Valley School District No. 165 Nepelem School District No. 14 Newport School District No. 36-41 3542 39 North Fork Skagit County School District No. 5 Nokeback Valley School District No. 506 North Beach School District No. 64 North Franklin School District No. 51 North Klapp School District No. 400 North Mason School District North Thurston Public Schools Northampton School District No. 211 Oak Harbor School District No. 201 Oakville School District No. 324 Oakville School District No. 400 Ocean Beach School District No. 101 Ocoda School District No. 172 Olinda School District No. 105 Orange School District No. 111 Olympia School District No. 111 Omak School District No. 19 Onalaska School District No. 300 Onion Creek School District No. 30 Orca Island School District No. 137 Orchard Prairie School District No. 123 Orient School District No. 65 Oroville School District No. 34 Orrville School District Pallasville School District Pasobe School District No. 102 Passaic School District No. 301 Pasco School District No. 1

	Oregon	South Carolina	Utah	Washington
Idaho	Wilderness Ranch Fire Protection District	Colton Fire District		Pateros School District
	Winona Highway District	Colton Water District		Paterson School District No. 50
State	Woyley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Township of Grand Meadow	Pe Ell School District No. 301
	Woyley Highway District	Columbia Health District	Tribal	Peninsula School District
Idaho Department of Administration		Columbia Improvement District		Pomeroy School District No. 402
	Department of Health and Welfare	Columbia River People's Utility District		Pomeroy School District No. 116
State Of Idaho		Columbia River Water Conservation District		Port Angeles School District No. 111
		Coos County Airport District		Port Townsend School District No. 50
Tribal		Coos County Library Service District		Pride Prep Schools
		Coquille Indian Housing Authority		Prosser School District No. 116
	Coquille Valley Hospital District	Curry Health District		Puglet Sound Educational Service District
	Corbett Water District	Curry Public Library District		Pullman School District No. 267
	Corvallis Rural Fire Protection District	Dallas Cemetery District No. 4		Payalulp School District No. 3
	Cove Rural Fire Protection District	Deer Meadow Water District		Payson School District No. 1
	Crook County Rural Fire Protection District	Deer Rural Fire Protection District		Quillayute Valley School District No. 48
	Crowder River Band Special Road District	Deschutes County 911 Service District		Quillayute Valley School District No. 402
		Deschutes County Rural Fire District No. 1		Quincy School District No. 144
		Devils Lake Water Improvement District		Rainier School District No. 307
		Dexter Rural Fire Protection District		Raymond School District No. 116
		Douglas County Fire District No. 2		Reardan-Edwall School District
		Douglas County Housing Authority		Renton School District No. 403
		Douglas Soil and Water Conservation District		Republic School District
		Drakes Crossing Rural Fire Protection District		Riverview School District No. 400
		Dufur Recreation District		Ridgeland School District No. 122
		Dufur Regional Fire Protection District		Ritzville School District
		East Fork Irrigation District		Riverside School District
		East Multnomah Soil and Water Conservation District		Riverview School District No. 407
		East Umatilla County Health District		Rochester School District
		Echo Valley Water District		Rosalia School District No. 320
		Echo Rural Fire District		Royal School District
		Elise-Vinnempele Rural Fire Protection District No. 11		Salem School District No. 149
		Emerald People's Utility District		School District No. 104
		Estacada Rural Fire District No. 69		Seattle Public Schools
		Estacada Rural Fire District No. 70		Selma-Woodley School District No. 101
		Falcon Cove Beach Water District		Sellah School District No. 119
		Farmers Irrigation District		Selkirk School District No. 70
		Gardiner Sanitary District		Sequim School District No. 323
		Gaston Rural Fire District		Shaw Island School District No. 10
		Gates Rural Fire Protection District		Shelton School District No. 309
		Gates Rural Fire Protection District		Shelton School District No. 311
		Gearhart Rural Fire Protection District		Skykomish School District
		Geopline Rural Fire Protection District		Snodgrass School District No. 201
		Gladstone Rural Fire District		Snogahmie Valley School District No. 410
		Goshute Sanitary District		Soap Lake School District No. 156
		Goshute Fire District		South Bend School District No. 118
		Government Camp Sanitary District		South Kitsap School District No. 402
		Grand Ronde Sanitary District		South Whidbey School District No. 206
		Grant County Transportation District		Spokane School District
		Grant Soil and Water Conservation District		Spokane Public Schools
		Grants Pass Irrigation District		Sprague School District
		Green Sanitary District		St. John School District No. 322
		Green Road Regional Fire District		Stanwood-Camano School District No. 401
		Hamlet Rural Fire Protection District		Stellacoom Historical School District No. 1
		Hamlet Rural Fire Protection District		Stephens School District No. 304
		Harbor Sanitary District		Steenmon-Carson School District No. 303
		Harbor Water Public Utility District		Stillam School District No. 31
		Harney District Hospital		Sumner School District No. 202
		Harney Soil and Water Conservation District		Summerside School District No. 320
		Harriman Rural Fire Protection District		Sunnyside School District No. 201
		Hasbald Rural Fire Protection District		Tacoma School District No. 10
		Hasbald Rural Fire Protection District		Taholah School District No. 77
		Hecla Water District		Takoma School District No. 409
		Hermiston Cemetery District		Tekoa School District No. 265
		Hermiston Fire and Emergency Services District		Tenino School District No. 402
		Hermiston Irrigation District		Thurston School District No. 402
		Hood River County Library District		Tolmie School District No. 402
		Hood River County Transportation District		Tonasket School District
		Hood River Valley Parks and Recreation District		Toppenish School District No. 202
		Hood River Valley Parks and Recreation District		Touchet School District No. 300
		Hood River Valley Parks and Recreation District		Toutle Lake School District No. 130
		Hood River Valley Parks and Recreation District		Trout Lake School District No. K-400
		Hood River Valley Parks and Recreation District		Tukwila School District No. 406
		Hood River Valley Parks and Recreation District		Tygh School District No. 31
		Hood River Valley Parks and Recreation District		Union Gap School District No. 2
		Iles Fountain Water District		University Place School District No. 83
		Illinois Valley Rural Fire Protection District		Valley School District
		Ione Rural Fire Protection District		Vancouver School District No. 70
		Irrigon Community Park and Recreation Maintenance District		Vashon Island School District No. 402
		Jackson County Airport Authority		Walla Walla School District No. 200
		Jackson County Fire District No. 3		Wallula School District No. 73
		Jackson County Fire District No. 5		Warrenton School District No. 402
		Jackson County Fire District No. 6		Walla Walla School District No. 140
		Jackson County Library District		Wasato School District No. 207
		Jackson County Vector Control District		Warden School District No. 146-161
		Jackson Soil and Water Conservation District		Washington Schools Risk Management Pool
		Jefferson Rural Fire Protection District		Washington State Educational Service District
		John Day/Canyon City Parks and Recreation District		Wahkiakum School District
		Juniper Flat Rural Fire Protection District		Walla Walla School District
		Juniper Flat Rural Fire Protection District		Wellington School District
		Kelso Rural Fire Protection District		West Valley School District No. 246
		Kelso Rural Fire Protection District		West Valley School District No. 208, Yakima County
		Keno Fire Protection District		
		Kernville-Glenden-Beach-Lincoln Beach Water District		

Klamath County Fire District No. 1
Klamath County Library Service District
Klamath Housing Authority
Klamath Irrigation District
Klamath Valley Council District
Klamath Valley School District
La Grande Rural Fire Protection District
La Pine Park and Recreation District
La Pine Rural Fire Protection District
La Pine Water District
Lake District Hospital
Lake Grove Water District
Lakeside Fire District No. 4
Lanes County Fire District No. 1
Lane Library District
Lane Transit District
Langlois Water District
Lapine Special Sewer District
Lebanon Aquatic District
Lebanon Fire District
Lewis and Clark Rural Fire Protection District
Lincoln County Fire District
Lincoln County Hospital District
Lookingglass Rural Fire District
Lorane Rural Fire Protection District
Lowell Rural Fire Protection District
Lower Umpqua Hospital District
Lusted Water District
Madras Aquatic Center District
Madras County Housing Authority
Main Rural Fire Protection District
Mapleton Water District
Marion County Fire District No. 1
Marion Soil and Water Conservation District
Medford Irrigation District
Merrill Rural Fire Protection District
Mid-County Cemetery Maintenance District
Middle Fork Irrigation District
Mills County Fire District
Mill City Rural Fire Protection District
Milton-Freewater Water Control District
Mist-Birkenfeld Rural Fire Protection District
Mohawk Valley Rural Fire District
Molalla River Improvement District
Moballa Rural Fire Protection District No. 73
Monroe Rural Fire Protection District
Monte Vista Community District
Mountain View Hospital District
Mt. Angel Fire District
Multnomah County Drainage District No. 1
Multnomah County Rural Fire Protection District No. 10
Multnomah County Rural Fire Protection District No. 14
Neika Beech-Ogier Water District
Neskonong Regional Sanitary Authority
Neskonong Regional Water District
Newburg Fire Protection District
Netarts-Oceanside Sanitary District
Netarts-Oceanside Rural Fire Protection District
North Bay Rural Protection Fire District
North Bend City/Coos-Curry Housing Authority
North Central Public Health District
North Clackamas Park and Recreation District
North County Recreation District
North County Fire District
North Gilliam County Rural Fire Protection District
North Lincoln Fire and Rescue District No. 1
North Powder Rural Fire Protection District
North Sherman County Rural Fire Protection District
North Unit Irrigation District
Northeast Oregon Housing Authority
Northern Wasco County Park and Recreation District
Northwest Oregon County Fire District
Northwest Oregon Regional Fire District
Northwest Oregon Housing Authority
Nyssa Road Assessment District No. 2
Nyssa Rural Fire Protection District
Oak Hill Sanitary District
Oak Lodge Sanitary District
Oak Lodge Water District
Oceanside Water District
Ocoee Valley Sanitary District
Odell Water District
Ontario Fire District
Oregon Fire Districts Association
Oregon Infrastructure Finance Authority
Oregon Trail Library District
Oregon Water Wonderland Unit I Sanitary District
Owyhee Irrigation District
Pacific City Joint Water Sanitary Authority
Palouse Community Hospital District
Palatine Hill Water District
Peninsula Drainage District No. 1
Peninsula Drainage District No. 2
Pilot Rock Fire Protection District
Pine Grove Rural Fire Protection District
Pleasant Hill Rural Fire Protection District

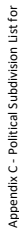
West Valley School District No. 383, Spokane County
White Pass School District No. 303
White River School District No. 416
Whitely School District No. 405-17
Wilbur School District No. 200
Willapa Valley School District No. 160
Wilson Creek School District
Winlock School District No. 232
Wishkah Valley School District No. 117
Woodland School District No. 404
Yakima School District No. 7
Yelm Community School District No. 2
Yukon-Charley School District No. 205

Special District
Acme Water District No. 18
Adams County Fire Protection District No. 1
Adams County Mosquito Control District
Aenesis Lake Irrigation District
Alderwood Water and Wastewater District
Alpine Water District
Alvord Community Hospital Authority
Annapolis Water District
Astlin County Cemetery District No. 1
Astlin County Conservation District
Astlin County Fire District No. 1
Astlin County Housing Authority
Astlin County Public Utility District No. 1
Badger Mountain Irrigation District
Baldwin County Hospital District
Bain City Water Sewer District
Bayview Beach Water District
Beacon Hill Water and Sewer District
Beehive Irrigation District
Belfair Water District No. 1
Bellevue Convention Center Authority
Bellingham Housing Authority
Bellingham Public Development Authority
Bellevue Community Hospital District
Benton County Fire Protection District No. 1
Benton County Fire Protection District No. 2
Benton County Fire Protection District No. 4
Benton County Fire Protection District No. 5
Benton County Fire Protection District No. 6
Benton County Mosquito Control District
Benton County Public Utility District No. 1
Benton County Regional Hospital District
Benton-Fadden Water District
Beverly Water District
Birch Bay Water and Sewer District
Black Diamond Water District
Bremerton Housing Authority
Buckhammon-Upthur County Airport Authority
Burbank Irrigation District No. 4
Carmichael Fire District No. 7
Cedar County Fire District No. 1
Cedar County Fire District No. 2
Cedar River Water and Sewer District
Central Klickitat County Park and Recreation District
Central Pierce Fire and Rescue District No. 6
Central Puget Sound Regional Transit Authority
Central Valley Ambulance Authority
Chelan County Fire District No. 1
Chelan County Fire District No. 3
Chelan County Fire District No. 4
Chelan County Fire District No. 6
Chelan County Fire District No. 7
Chelan County Fire District No. 8
Chelan County Fire District No. 9
Chelan County Public Hospital District No. 1
Chelan County Public Utility District No. 1
Chelan County Wenatchee Housing Authority
Chimney Rock Community District
Chippaw Water District
Chukadand Community Forest Park District
Clallam Conservation District
Clallam County Fire District No. 2
Clallam County Fire District No. 5
Clallam County Fire District No. 6
Clallam County Fire Protection District No. 1
Clallam County Fire Protection District No. 3
Clallam County Fire Protection District No. 4
Clallam County Hospital District No. 1
Clallam County Housing Authority
Clallam County Park and Recreation District No. 1
Clallam County Public Hospital District No. 2
Clallam County Public Utility District No. 1
Clark County Fire District No. 10
Clark County Fire District No. 11
Clark County Fire District No. 12
Clark County Fire District No. 13
Clark County Fire District No. 5
Clark County Fire Protection District No. 3
Clark County Fire Protection District No. 6
Clark County Public Utility District No. 1
Clark Regional Wastewater District
Cline Irrigation District

Willows Rural Fire Protection District	Highland Sewer District
Willow Creek Park District	Highline Water District
Winchester Bay Sanitary District	Historic Seattle Preservation and Development Authority
Winlock Fire District	Hyattsville Water and Sewer District
Winthrop Fire District	Hyattsville Water District
Woodburn Rural Fire Protection District	Hydro Irrigation District No. 9
Yamhill County Housing Authority	Idle Irrigation District
Yamhill Fire Protection District	Inchellum Water District
Young River Lewis and Clark Water District	Irvine Water District No. 6
	Island County Fire District No. 3
State	Island County Fire Protection District No. 1
Oregon Department of Administrative Services	Island County Housing Authority
Oregon Department of Revenue	Island County Public Health District
Oregon Department of Transportation	Jefferson County Fire District No. 5
Oregon Higher Education Coordinating Commission	Jefferson County Fire Protection District No. 1
Oregon Secretary of State	Jefferson County Fire Protection District No. 3
Oregon State Board of Nursing	Jefferson County Public Utility District No. 1
State of Oregon	Jefferson County Water District No. 3
	Jefferson Transit Authority
Tribal	Juniper Beach Water District
Burns Paiute Tribe	Kahewa Water District
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians	Kahola Housing Authority
Confederated Tribes of the Grand Ronde Community	Kennebec Housing Authority
Confederated Tribes of Siletz Indians	Kennebec Irrigation District
Confederated Tribes of the Umatilla Indian Reservation	Kennebec Public Facilities District
Confederated Tribes of the Warm Springs	Kennebec Public Hospital District
Coquille Indian Tribe	Kent Fire Department Regional Fire Authority
Klamath Tribes	Key Peninsula Metro Parks District
	King County Airport District No. 1
	King County Fire District
	King County Fire Protection District No. 16
	King County Fire Protection District No. 2
	King County Fire Protection District No. 20
	King County Fire Protection District No. 25
	King County Fire Protection District No. 27
	King County Fire Protection District No. 28
	King County Fire Protection District No. 34
	King County Fire Protection District No. 37
	King County Fire Protection District No. 40
	King County Fire Protection District No. 43
	King County Fire Protection District No. 44
	King County Fire Protection District No. 45
	King County Fire Protection District No. 47
	King County Fire Protection District No. 50
	King County Flood Control District
	King County Hospital District No. 4
	King County Hospital District No. 4
	King County Housing Authority
	King County Public Hospital District No. 1
	King County Public Hospital District No. 2
	King County Water District No. 1
	King County Water District No. 111
	King County Water District No. 117
	King County Water District No. 119
	King County Water District No. 125
	King County Water District No. 19
	King County Water District No. 20
	King County Water District No. 45
	King County Water District No. 49
	King County Water District No. 54
	King County Water District No. 80
	Kitsap Conservation District
	Kitsap County Consolidated Housing Authority
	Kitsap County Fire District No. 1
	Kitsap County Fire District No. 2
	Kitsap County Fire District No. 3
	Kitsap County Public Utility District No. 1
	Kitsap County Rural Library District
	Kitsap Public Health District
	Kitsap County Conservation District
	Kittitas County Fire District No. 2
	Kittitas County Fire Protection District No. 7
	Kittitas County Hospital District No. 2
	Kittitas County Hospital District No. 3
	Kittitas County Public Utility District No. 1
	Kittitas County Water District No. 5
	Kittitas County Water District No. 6
	Kittitas County Water District No. 7
	Kittitas County Water District No. 14
	Klickitat County Fire District No. 15
	Klickitat County Fire District No. 1
	Klickitat County Fire Protection District No. 4
	Klickitat County Fire Protection District No. 5
	Klickitat County Port District No. 1
	Klickitat County Public Hospital District No. 1
	Klickitat County Public Hospital District No. 2
	Klickitat County Public Utility District No. 1
	Lacey Fire District 3
	Lake Chain Reclamation District
	Lake Chain Sewer District
	Lake County Water District
	Lake Stevens Water District
	Lake Stevens Sewer District
	Lake Wenatchee Water and Sewer District
	Lake Whatcom Water and Sewer District
	Lakeview Utility District
	Lakewood Water District
	Lenora Water and Sewer District

Lewis County Conservation District	
Lewis County Fire District No. 1	
Lewis County Fire District No. 11	
Lewis County Fire District No. 12	
Lewis County Fire District No. 13	
Lewis County Fire District No. 18	
Lewis County Fire District No. 9	
Lewis County Fire Protection District No. 14	
Lewis County Fire Protection District No. 16	
Lewis County Fire Protection District No. 2	
Lewis County Fire Protection District No. 5	
Lewis County Fire Protection District No. 6	
Lewis County Fire Protection District No. 8	
Lewis County Fire Protection District No. 10	
Lewis County Fire Protection District No. 11	
Lewis County Public Facility District	
Lewis County Public Utility District No. 1	
Lewis County Water District No. 1	
Lewis County Water District No. 3	
Lewis Public Transportation Benefit Area Authority	
Liberty Lake Sewer and Water District	
Lincoln County Fire District No. 1	
Lincoln County Fire District No. 2	
Lincoln County Fire Protection District No. 5	
Lincoln County Fire Protection District No. 6	
Lincoln County Fire Protection District No. 8	
Lincoln County Hospital District No. 3	
Lincoln-Adams County Fire Protection District No. 3	
Longview Housing Authority	
Lopez Island Library District	
Lower Klamath Housing Authority	
Lower Klamath Irrigation District	
Louisville Housing Authority	
Lummi Tribal Sewer and Water District	
Makah Housing Authority	
Malaga Water District	
Manchester Water District	
Manson Park and Recreation District	
Marshallville Flood Control District	
Marshallville Water District	
Mason Conservation District	
Mason County Fire District No. 13	
Mason County Fire District No. 17	
Mason County Fire District No. 2	
Mason County Fire District No. 4	
Mason County Fire Protection District No. 5	
Mason County Fire Protection District No. 8	
Mason County Hospital District No. 1	
Mason County Public Hospital District No. 1	
Mason County Public Utility District No. 1	
Mason County Public Utility District No. 3	
Mason County Transit Authority	
Methow Valley Irrigation District	
Mid-Columbia Library District	
Midway Sewer District	
Middle River Irrigation District No. 30	
Middle River Irrigation District Rehabilitation District	
Mukilteo Water and Wastewater District	
Naches-Selah Irrigation District	
North Beech Water District	
North Central Washington Economic Development District	
North City Water District	
North County Regional Fire Authority	
North Highline Fire District	
North Kitsap Fire District	
North Whidbey Park and Recreation District	
Northwest Fire District	
Northeast Sammamish Sewer and Water District	
Northshore Utility District	
Northwest Park and Recreation District No. 2	
Okanagan Conservation District	
Okanagan County Cemetery District No. 4	
Okanagan County Fire District No. 6	
Okanagan County Fire District No. 11	
Okanagan County Fire District No. 12	
Okanagan County Housing Authority	
Okanagan County Public Hospital District No. 3	
Okanagan County Public Hospital District No. 4	
Okanagan County Public Utility District No. 1	
Okanagan Fire Protection District No. 16	
Okanagan Irrigation District	
Olympic View Water and Sewer District	
Olympus Terrace Sewer District	
Orangethorpe Water District	
Orchard Avenue Irrigation District No. 6	
Oroville Housing Authority	
Oroville-Tonasnot Irrigation District	
Othello Housing Authority	
Pacific Conservation District	
Pacific County Fire District No. 2	
Pacific County Fire Protection District No. 1	
Pacific County Fire Protection District No. 2	
Pacific County Fire Protection District No. 3	
Pacific County Public Healthcare Services District No. 3	
Pacific County Public Utility District No. 2	
Pacific Hospital Preservation and Development Authority	
Palouse Conservation District	
Pasco/Franklin County Housing Authority	
Pend Oreille County Fire District No. 2	

Idaho	Pend Oreille County Fire District No. 4	Washington
	Pend Oreille County Library District	
	Pend Oreille County Public Works District No. 1	
	Pend Oreille County Public Utility District No. 1	
	Peninsula Housing Authority	
	Peninsula Metropolitan Park District	
	Peshastin Irrigation District	
	Peshastin Water District	
	Pierce Conservation District	
	Pierce County Fire District No. 13	
	Pierce County Fire District No. 16	
	Pierce County Fire District No. 17	
	Pierce County Fire District No. 23	
	Pierce County Fire District No. 27	
	Pierce County Fire District No. 3	
	Pierce County Fire District No. 5	
	Pierce County Fire District No. 8	
	Pierce County Fire Protection District No. 14	
	Pierce County Fire Protection District No. 2	
	Pierce County Fire Protection District No. 21	
	Pike County Fire Protection District No. 1	
	Pike Placer Market Preservation and Development Authority	
	Point Roberts Water District No. 4	
	Pondarray Shores Water and Sewer District	
	Port Ludlow Drainage District	
	Prescott Joint Parks and Recreation District	
	Prosser Fire District No. 3	
	Prosser Public Utility District	
	Public Hospital District No. 1	
	Public Hospital District No. 3	
	Public Utility District No. 1	
	Payallup Tribal Health Authority	
	Quilfede Housing Authority	
	Quincy-Columbia Basin Irrigation District	
	Renton Housing Authority	
	Richardson Public Utility District	
	Richard Public Facility District	
	Ronald Water District	
	Roza Irrigation District	
	Sacneen Lake Sewer and Water District	
	Sammamish Plateau Water and Sewer District	
	San Juan Island Library District	
	Saratoga Water District	
	Seattle Fire District	
	Seattle Housing Authority	
	Seattle-Chittown International District Preservation and Development Authority	
	Seattle Housing Authority	
	Seattle Southside Regional Tourism Authority	
	Selah-Meweé Irrigation District	
	Si View Metropolitan Park District	
	Silver Lake Flood Control District	
	Silver Lake Water And Sewer District	
	Silver Lake Water District	
	Skagit County Cemetery District	
	Skagit County Cemetery District No. 2	
	Skagit County Fire District No. 10	
	Skagit County Fire District No. 11	
	Skagit County Fire District No. 15	
	Skagit County Fire District No. 9	
	Skagit County Fire Protection District No. 13	
	Skagit County Fire Protection District No. 14	
	Skagit County Fire Protection District No. 2	
	Skagit County Fire Protection District No. 3	
	Skagit County Fire Protection District No. 4	
	Skagit County Fire Protection District No. 5	
	Skagit County Fire Protection District No. 8	
	Skagit County Housing Authority	
	Skagit County Public Hospital District No. 1	
	Skagit County Public Hospital District No. 2	
	Skagit County Public Hospital District No. 304	
	Skagit County Public Utility District No. 1	
	Skagit County Sewer District No. 1	
	Skagit County Sewer District No. 2	
	Skagit Valley Public Hospital District No. 1	
	Stamania County Fire District No. 1	
	Stamania County Fire District No. 4	
	Stamania County Public Hospital District No. 1	
	Stamania County Public Hospital District	
	Stemway Water and Sewer District	
	Snohomish County Fire District No. 15	
	Snohomish County Fire District No. 16	
	Snohomish County Fire District No. 19	
	Snohomish County Fire District No. 26	
	Snohomish County Fire District No. 5	
	Snohomish County Fire Protection District No. 1	
	Snohomish County Fire Protection District No. 2	
	Snohomish County Fire Protection District No. 21	
	Snohomish County Fire Protection District No. 22	
	Snohomish County Fire Protection District No. 25	
	Snohomish County Fire Protection District No. 28	
	Snohomish County Fire Protection District No. 3	
	Snohomish County Fire Protection District No. 7	



Virginia

[illegible]

Public Higher Education
Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
Dominion College
Durham Community College
Eastern Shore Community College
Eastern Virginia Medical School
George Mason University
Hampton University
J. Sargeant Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Maryland Community College
Mechanicsville Technical Center
Mountain Empire Community College
New College Institute
New River Community College
North Carolina Central University
Northern Virginia Community College
Old Dominion University
Patrick Henry Community College
Paul D. Camp Community College
Radford University
Richmond Community College
Rappahannock Community College
Richard Ballard College
Rewerts Technical Center
Southern Virginia Higher Education Center
Southwest Virginia Community College
State Council of Higher Education for Virginia
Thomas Nelson Community College
Tidewater Community College
University of Maryland Eastern Shore
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia - Wise
Virginia College
Virginia Commonwealth University
Virginia Community College System
Virginia Highlands Community College
Virginia Military Institute
Virginia Polytechnic Institute and State University
Virginia State College
Virginia Western Community College
Wytheville Community College

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Township
Town of Elkton	Montgomery County Public Service Authority	Patuxent County Public Schools	Scott County Public Service Authority			
Town of Emory	Montgomery Regional Solid Waste Authority	Patuxent County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Farrisville	New River Regional Water Authority	Petersburg City Public Schools	Southampton County			
Town of Fries	New River Valley Planning District Commission	Petersburg City Public Schools	Stafford County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Public Schools	Surry County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Gordonsville	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County	Administrative Commission		
Town of Gretna	Norfolk Redevelopment and Housing Authority	Rappahannock County Public Schools	Washington County			
Town of Greenville	Northern Neck Planning District Commission	Richmond City Public Schools	Westmoreland County			
Town of Halifax	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Hamilton	Northwestern Regional Jail Authority	Roanoke County Public Schools	York County			
Town of Haymarket	NRV Regional Water Authority	Rockbridge County Schools				
Town of Haystack	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Hillsboro	Petersburg Redevelopment and Housing Authority	Salisbury City Public Schools				
Town of Hornaker	Pequannock Creek Regional Jail Authority	Salisbury City Schools				
Town of Independence	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Irvington	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Jonesville	Prince William County Park Authority	Stafford County Public Schools				
Town of Kerbridge	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kilmuck	Pulaski County Sewerage Authority	Stafford County Public Schools				
Town of Laurel	Rapidan Regional Water, Sewer and Fire Protection Authority	Stafford County Public Schools				
Town of Laurelville	Rapidan Service Authority	Stafford County Public Schools				
Town of Leesburg	Rappahannock Regional Jail Authority	Stafford County Public Schools				
Town of Lexington	Rappahannock-Shenandoah-Warren Regional Jail Authority	Stafford County Public Schools				
Town of Lincolnton	Richmond Behavioral Health Authority	Stafford County Public Schools				
Town of Lunenburg	Richmond Hospital Authority	Stafford County Public Schools				
Town of Marion	Richmond Metropolitan Authority	Stafford County Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Stafford County Public Schools				
Town of Mineral	Roanoke Regional Solid Waste Authority	Stafford County Public Schools				
Town of Monterey	Roanoke Water and Sewer Authority	Stafford County Public Schools				
Town of Montross	Reverside Regional Jail Authority	Stafford County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	Stafford County Public Schools				
Town of New Castle	Roanoke Valley Broadband Authority	Stafford County Public Schools				
Town of New Market	Roanoke Valley Resource Authority	Stafford County Public Schools				
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District	Stafford County Public Schools				
Town of Occquan	Rockledge Area Network Authority	Stafford County Public Schools				
Town of Orange	Russell County Economic Development Authority	Stafford County Public Schools				
Town of Parkley	Russell County Industrial Development Authority	Stafford County Public Schools				
Town of Pearisburg	Russell County Public Service Authority	Stafford County Public Schools				
Town of Pennington Gap	Scott County Economic Development Authority	Stafford County Public Schools				
Town of Pocahontas	Scott County Redevelopment and Housing Authority	Stafford County Public Schools				
Town of Pottsville	Scott County Industrial Development Authority	Stafford County Public Schools				
Town of Purcellville	Smyth Washington Regional Industrial Facilities Authority	Stafford County Public Schools				
Town of Quantico	South Central Wastewater Authority	Stafford County Public Schools				
Town of Remington	South Eastern Public Service Authority	Stafford County Public Schools				
Town of Richwood	Southside Regional Jail Authority	Stafford County Public Schools				
Town of Ridgeway	Southwest Regional Recreation Authority	Stafford County Public Schools				
Town of Rocky Mount	Southwest Virginia Regional Jail Authority	Stafford County Public Schools				
Town of Round Hill	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Round Lake	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Salisbury	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Shenandoah	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Smithfield	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of South Hill	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of St. Paul	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Stanley	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Stephens City	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Strasburg	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Stuart	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Tangier	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Tapahamock	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Tazewell	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Troutville	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Urbanna	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Victoria	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Vienna	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Wakefield	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Warrenton	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Wraylaw	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Washington	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of West Point	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of White Stone	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Windsor	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Woodstock	Stafford County Regional Jail Authority	Stafford County Public Schools				
Town of Wytheville	Stafford County Regional Jail Authority	Stafford County Public Schools				



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: Approved JR Watersports Expansion (COUS 18-003 / MSPM 18-005) request for Conditional Use and Major Site Plan Modification for the expansion of the abutting business, including refurbishing of an existing 2,413 square foot building and associated site improvements on 711 N. Federal Highway, in the C-4 (General Commercial) zoning district. Applicant: Michael Wood.

EXPLANATION OF REQUEST:

Mike Wood, owner of JR Watersports (aka South Florida Marine) is seeking Conditional Use / Major Site Plan Modification approval for the expansion of JR Watersports onto the property purchased from the Community Redevelopment Agency (CRA) located south of the existing business, including refurbishing of the 2,413 square foot building and associated site improvements. As described in the Use Matrix of the Land Development Regulations (LDR), a Boat Dealer is a "Conditional Use" within the C-4 (General Commercial) zoning district, and therefore requires Conditional Use approval, as well as Major Site Plan Modification approval for the site and building improvements. The site formerly housed the Amerigas Propane Company and was purchased by the Community Redevelopment Agency (CRA) in an attempt to revitalize the property and bring in business to energize the area. The CRA then invited the public to submit proposals for the property. Mike Wood, as the abutting property owner to the north was selected, which promotes the expansion of his existing business onto the premises, and therefore the increase in water-dependent business enterprises in the downtown.

Staff has reviewed the request and recommends approval. The Planning & Development Board heard these applications at their July 24, 2018 meeting and recommends approval with an additional condition of approval for incorporation of ten (10) Sweet Almond plants into the landscape plan.

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

FISCAL IMPACT: Increase in property value associated with the proposed improvements, and fees associated with required permits and business tax.

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
<input type="checkbox"/> Location Map	Location Map
<input type="checkbox"/> Drawings	Cover Sheet
<input type="checkbox"/> Drawings	Survey
<input type="checkbox"/> Drawings	Civil Plan
<input type="checkbox"/> Drawings	Floor Plans
<input type="checkbox"/> Drawings	Building Facades
<input type="checkbox"/> Drawings	Site Plan / Landscape Plan
<input type="checkbox"/> Drawings	Photometric Plan
<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 18-042**

STAFF REPORT

TO: Chair and Members
Planning and Development Board and City Commission

THRU: Michael Rumpf
Interim Development Director

FROM: Ed Breese
Principal Planner

DATE: July 9, 2018

PROJECT NAME/NO: JR Watersports Expansion (COUS 18-003 / MSPM 18-005)

REQUEST: Approval of Conditional Use and Major Site Plan Modification for the expansion of JR Watersports onto the property purchased from the Community Redevelopment Agency (CRA) to south of the existing business, including refurbishing of the 2,413 square foot building and associated site improvements, located at 711 N. Federal Highway, in the C-4 (General Commercial) zoning district. Applicant: Michael Wood.

PROJECT DESCRIPTION

Property Owner: Michael & Jana Wood

Agent: Michael Wood

Location: 711 N. Federal Highway (see Exhibit "A")

Existing Land Use/Zoning: GC (General Commercial) / C-4 (General Commercial)

Proposed Land Use/Zoning: No change proposed

Proposed Use: Expansion of boat sales business

Acreage: 0.61-acre

Adjacent Uses:

North: Existing JR Watersports business with a General Commercial (GC) future land use classification, and zoned General Commercial (C-4);

South: Right-of-way for NE 6th Avenue and farther south developed

commercial property, with a Mixed Use (MX) future land use classification, and zoned Central Business District (CBD);

East: Right-of-way for Federal Highway and farther east existing commercial properties with a Mixed Use (MX) future land use classification, and zoned Central Business District (CBD); and

West: Right-of-way for the FEC Railroad and farther west is right-of-way for Railroad Avenue and existing industrial development with an Industrial (I) future land use classification, and zoned Industrial (I).

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

Mike Wood, owner of JR Watersports (aka South Florida Marine) is seeking Conditional Use / Major Site Plan Modification approval for the expansion of JR Watersports onto the property purchased from the Community Redevelopment Agency (CRA) to south of the existing business, including refurbishing of the 2,413 square foot building and associated site improvements. As described in the Use Matrix of the Land Development Regulations (LDR), a Boat Dealer is a "Conditional Use" within the C-4 (General Commercial) zoning district, and therefore requires Conditional Use approval, as well as Major Site Plan Modification approval for the site and building improvements. The site formerly housed the Amerigas Propane company and was purchased by the Community Redevelopment Agency (CRA) in an attempt to revitalize the property and bring in business to energize the area. Once acquired, the CRA requested abandonment of the 20 foot wide alley along the west side of the property, to increase the redevelopment potential of the parcel. The CRA then invited the public to submit proposals for the property. Mike Wood, as the abutting property owner to the north, was chosen to expand his well established business onto the premises, providing greater opportunity for him to showcase his product line.

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.*

There are two (2) ingress and egress driveways proposed along NE 6th Avenue, designed to allow complete circulation within the site. Additionally, as the owner of the parcel to the north, the applicant has executed a cross-access easement to allow for the flow of inventory between the two (2) sites. The plan also depicts the construction of a new pedestrian access walkway from the sidewalk on Federal Highway, along the south side of the refurbished showroom / retail building to the new building entrance. Both the Fire Department and the Waste Removal Division reviewed access to the property and were satisfied. The applicant will also be widening the sidewalk along Federal Highway from 4 feet in width to 8 feet, and will replant the existing landscape cut-out planting areas.

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 the showroom / retail use is calculated at one (1) parking space per 200 square feet of gross floor area. Required parking is calculated to be twelve (12) spaces total, based on the 2,413 square foot building. However, since the property is located within an area subject to the "Adaptive Re-Use" parking regulations, the business associated with the C-4 parcel can reduce the parking number by one-half, thus requiring only 6 parking spaces. The site plan depicts eleven (11) parking spaces immediately to the west and south of the building. There are also seven (7) existing on-street parking spaces on Federal Highway. The applicant proposes a landscaped berm along the back of the Federal Highway sidewalk in compliance with the City's minimum buffering requirements, which will assist in the screening of the on-site parking.

3. *Refuse and service areas, with particular reference to the items in standards 1 and 2 above.*

The applicant indicates in their justification statement that they intend to utilize two (2) rollout containers for trash purposes, which would be stored behind the building and screened from view. Trash would be removed on a standard schedule and solid waste is not anticipated to increase significantly as a result of this application. The Waste Removal Division has reviewed this proposal and is satisfied.

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 property is proposed to be re-landscaped as part of a Major Site Plan Modification. The Landscape Plan (Sheet L-1) depicts the landscape plantings along the east, west and south

sides of the property where the outdoor boat display and customer parking is located. As noted previously a small berm will be placed behind the widened Federal Highway sidewalk and planted with Montgomery Palms, and Schefflera Trinette, Podocarpus, Butterfly Weed and Coontie shrub material. The existing landscape cut-outs on Federal Highway will be replanted with Silver Buttonwood trees, meeting the requirements of FPL's "Right Tree - Right Place" manual. The south and west perimeter landscaping includes East Palatka Holly and Silver Buttonwood trees and Schefflera Trinette and Podocarpus shrub material.

6. *Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.*

The site includes some site lighting and the applicant proposes to add one (1) new pole light for a total of five (5), with two (2) existing at 25 feet in height and three (3) at 20 feet. The proposed photometric plan meets the City code requirements, with no spot readings in excess of 5.9 foot-candles. The lighting is required to be of a downcast variety and is designed in a manner to not adversely impact surrounding properties. Relative to signage for the project, the applicant indicates that they intend to simply replace the sign faces within the existing pole sign, and within the existing wall sign cabinet on the east building elevation. Any signage will be reviewed for compatibility and compliance with the City's sign code at time of permitting.

7. *Required setbacks and other open spaces.*

The existing building meets the setbacks associated with the Urban Commercial District Overlay Zone, which requires buildings be constructed with minimal front setback, to provide continuity with the setbacks associated with urban infill mixed use developments. Also, there are no building additions proposed with this application. Existing setbacks are as follows: front (east) – 1.4 feet; rear (west) – 80 feet; side (north) – 2.1 feet; and side corner (south), abutting NE 6th Avenue – 130 feet. This area between the building and SE 6th Street is where the boat display area is proposed, behind the landscaped berm. The site is proposed to have 25.7% of pervious area including the rocked drainage area / boat display, newly created landscape islands within the parking lot, and new perimeter landscape areas on the east, south and west side of the property.

8. *General compatibility with adjacent properties, and other property in the zoning district.*

The use, which is an expansion of the boat sales business immediately to the north, is generally compatible with commercial uses adjacent to the site, and those uses allowed in the C-4 (General Commercial) zoning district. The building would retain the outward appearance, with the walls and trim to be painted to match the colors of the existing JR Watersports buildings to the north (white walls – Sherwin-Williams White A100, and blue trim, soffit and overhang – Sherwin-Williams Blue A82T154).

9. *Height of building and structures, with reference to compatibility and harmony with adjacent and nearby properties, and the city as a whole.*

The existing structure, is designed with a flat roof, with parapet walls at 12 feet in height over the showroom / retail portion of the building fronting Federal Highway, and 16 feet in height at the rear of the building, housing the parts storage. The existing building is compatible with the structures on adjacent properties, and less than the maximum allowable height of 45 feet in the C-4 zoning district.

10. Economic effects on adjacent and nearby properties, and the city as a whole.

The applicant indicates within their justification statement that the proposed use should have a positive impact on the nearby properties. According to the applicant, the new retail component (Ship to Shore store), will have everything from suntan lotions to safety gear, and will serve not only Boynton Beach residents, but others utilizing the Intracoastal boat ramp.

11. Conformance to the standards and requirements, which apply to site plans, as set forth in Part III, Chapter 4. Site Plan Review, of the City's Land Development Regulations.

Relative to the City's water and sewer concurrency review, the City's water capacity would meet the projected potable water for this project. Sufficient sanitary sewer and wastewater treatment capacity is also currently available to serve the project. Solid Waste disposal capacity has been evidenced through the issuance of a certificate of availability by Palm Beach County Solid Waste Authority. Staff reviewed the site plan and determined that current staffing levels would be sufficient to meet the expected demand for services. Conceptual drainage information was provided for the City's review. The Engineering Division has found the conceptual information to be adequate. With incorporation of staff comments noted within Exhibit "D" – Conditions of Approval, the proposed project would comply with the requirements of applicable sections of city code and Land Development Regulations.

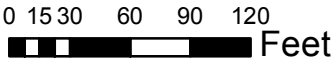
12. Compliance with, and abatement of nuisances and hazards in accordance with, the performance standards of Chapter 2, Section 4.N. of the City's Land Development Regulations and conformance to the City of Boynton Beach Noise Control Ordinance.

This section of the regulations is intended to ensure land use compatibility through the review of conditional uses for potential external impacts including noise; vibrations; particulate matter; odor; toxic matter; fire and explosions; heat, humidity and glare; waste; and electromagnetic interference. The applicant indicates they will not be utilizing any equipment that will cause smoke, odors, fumes, vibration, or toxic matter that would negatively impact the neighboring properties. 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.

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 business shall begin operations. Staff recommends that a period of 18 months be allowed to receive the necessary approvals.

LOCATION MAP



SOUTH FLORIDA MARINE ANNEX
- RENOVATION -

711 N FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435

**STEVEN E. MYOTT
ARCHITECT**

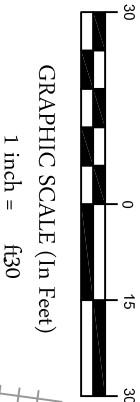
ARCHITECTURE INTERIOR DESIGN

6391 Coastal Subj. 433
Boynton Beach, Florida
www.semyottarchitecture.com
p. 561/541.6094

711 N FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435

[illegible]

ORIGINAL FIELD WORK
TARGET SURVEYING, LLC
SURVEY #: 314121
DATED: 01-23-2018



FLOOD ZONE: C
COMMUNITY NUMBER: 120196
PANEL: 0004
SUFFIX: C



ORIGATION BENCHMARK
PALM BEACH COUNTY
"U233"
N.A.V.D. 1988 ELEVATION = 9.833

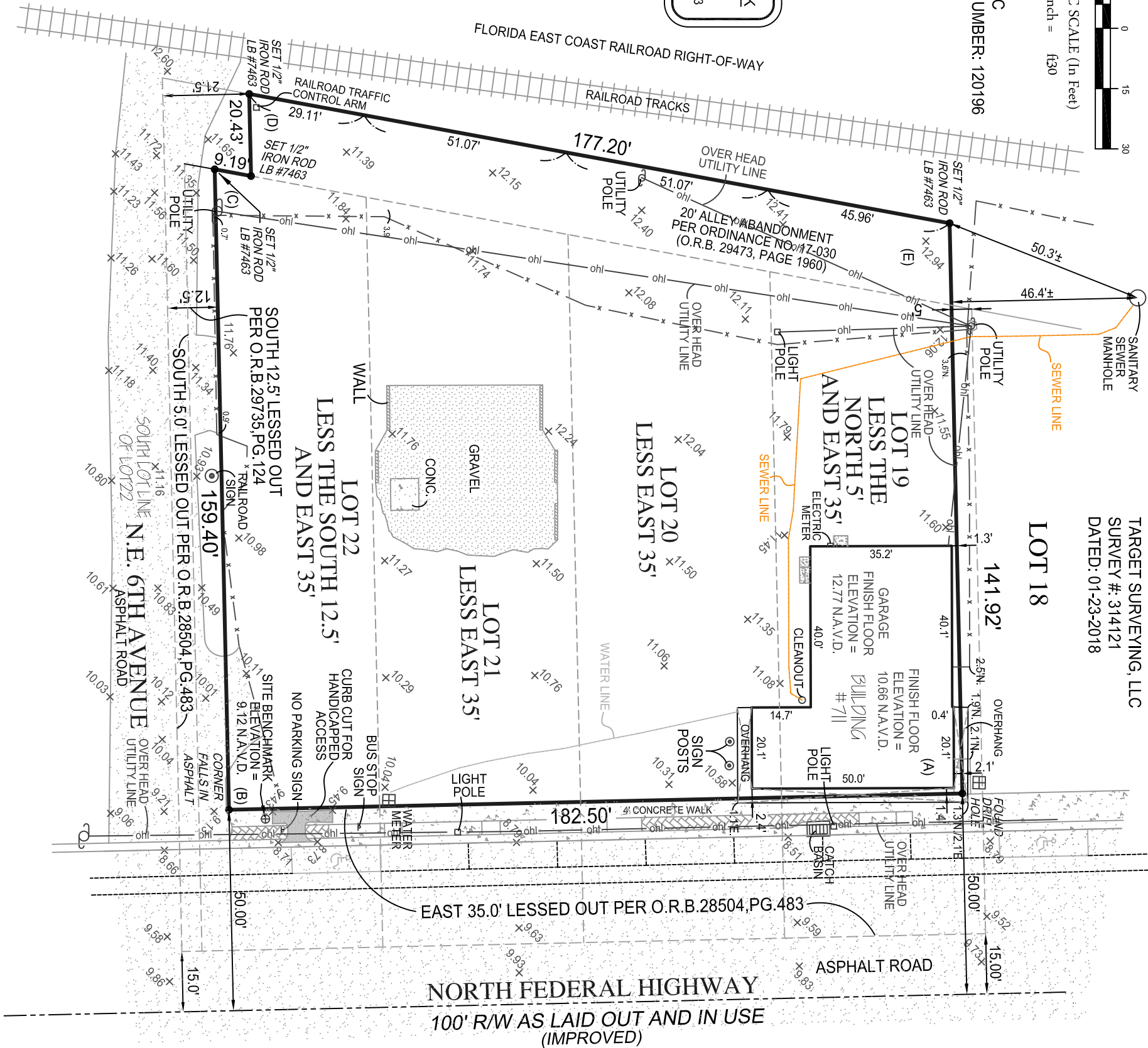
CORNER ANGLE DATA

- (A) 90°00'00"
- (B) 90°00'00"
- (C) 78°15'51"
- (D) 78°15'51"
- (E) 101°44'09"

ABBREVIATION DESCRIPTION:

- C/L CENTERLINE
- I.D. IDENTIFICATION
- LB LICENSED BUSINESS
- N.A.V.D. NORTH AMERICAN VERTICAL DATUM
- PSM PROFESSIONAL SURVEYOR MAPPER
- R/W RIGHT OF WAY
- X4x TOPOGRAPHIC ELEVATION

- NOTES:
- LEGAL DESCRIPTION PROVIDE BY CLIENT
 - NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
 - NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
 - ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 29735, PAGE 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

LOT 19 (LESS THE NORTH 5 FEET AND THE EAST 35 FEET), LOTS 20 TO 22 INCLUSIVE (LESS THE EAST 35 FEET AND THE SOUTH 5 FEET OF LOT 22), PENCE & KING'S ADDITION TO THE TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 50, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THEREFROM, THE SOUTH 12.5 FEET OF LOT 22, LESS THE SOUTH 5 FEET AND THE EAST 35 FEET THEREOF, PENCE & KING'S ADDITION TO THE TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AGE 50, OF THE PUBLI RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH THAT CERTAIN PORTION OF THE 20 FOOT ALLEY, AS DESCRIBED IN O.R. BOOK 29473, PAGE 1960, AS FURTHER DESCRIBED AS A PORTION OF THE 20 FOOT ALLEY LYING PARALLEL WITH AND CONTIGUOUS TO THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AND THE WEST LINE OF LOTS 19 THROUGH 22, PENCE & KING'S ADDITION TO THE TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 50, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PORTION OF A 20 FOOT ALLEY, BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 19 THROUGH 22, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 5.00 FEET OF LOT 19, AND BOUNDED ON THE SOUTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 21.5 FEET OF LOT 22, ALL OF PENCE & KING'S ADDITION TO THE TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 50, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

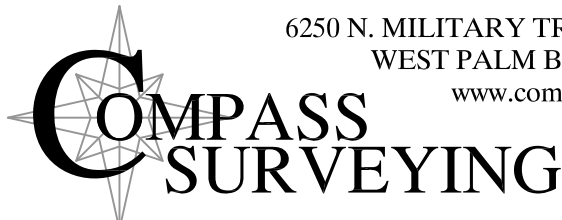
(SIGNED)

KENNETH J. OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

BOUNDARY AND TOPOGRAPHIC SURVEY OF

711 NORTH FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435

PREPARED FOR
MIKE WOOD

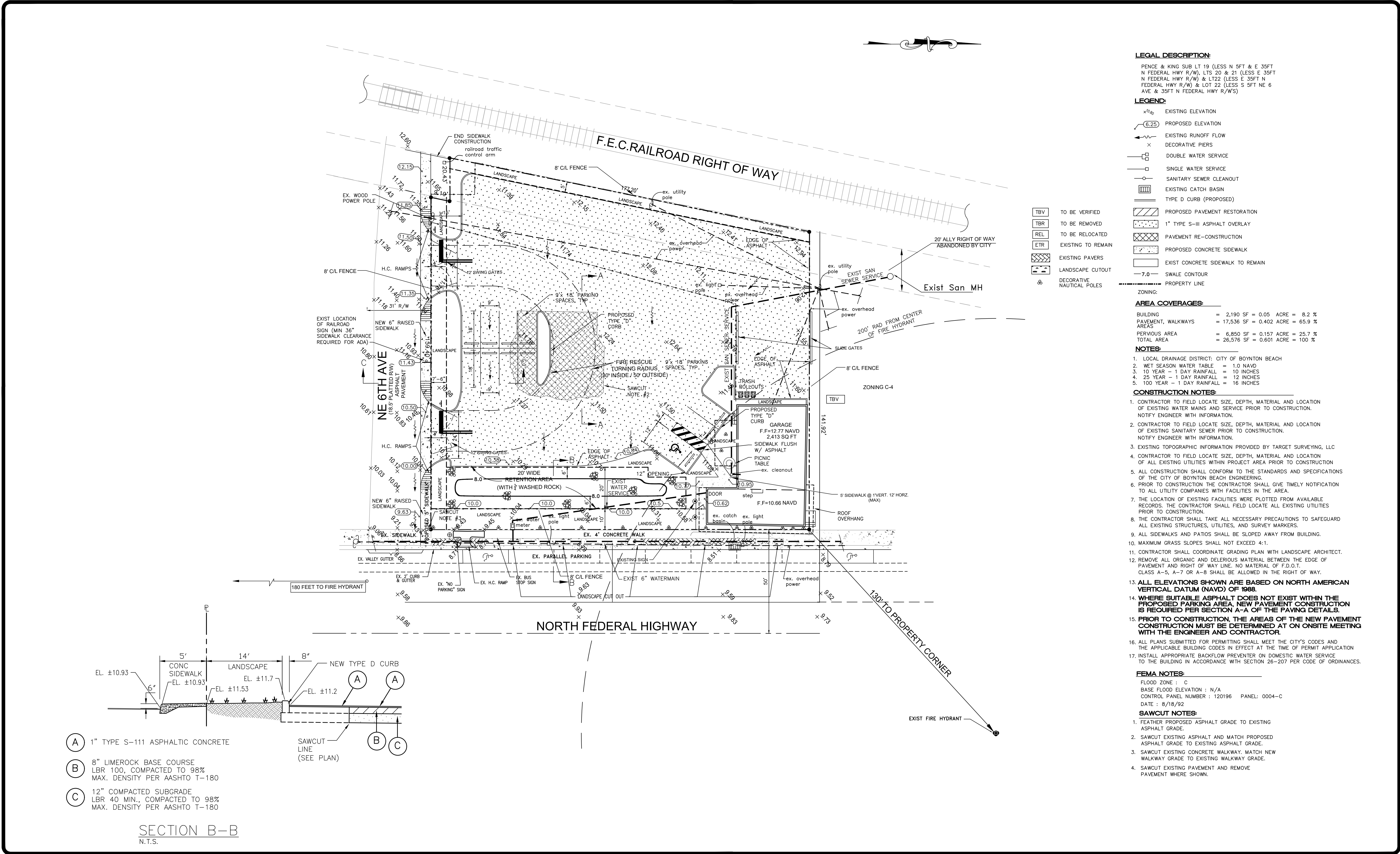


LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
www.compasssurveying.net

Project
C-14912
Date
05-22-2017
Scale
1" = 30'

1 OF 1

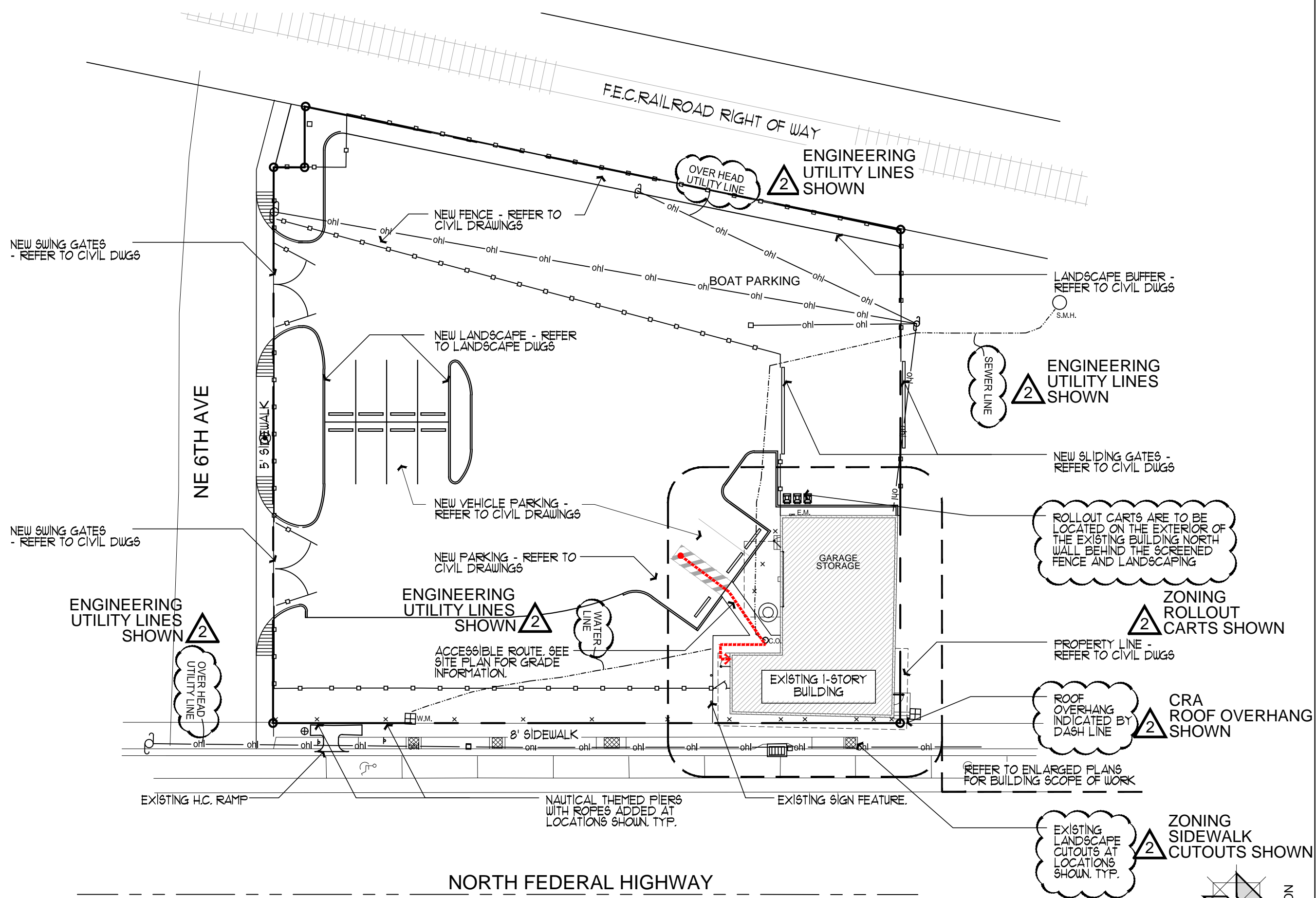


Designed J.J.H.						HALEY ENGINEERING, INC. CIVIL ENGINEERING SERVICES. 1680 SE 4th Street - Deerfield Beach, Fla. 33441 Phone: (954) 260-6194 Email: johnjhaley@comcast.net F.B.P.E. Authorization No. 9463	JR WATERSPORTS 725 N. FEDERAL HIGHWAY BOYNTON BEACH, FLORIDA	PAVING AND DRAINAGE IMPROVEMENT PLAN	APPROVED: _____ DATE: _____ JOHN J. HALEY, P.E. REGISTERED ENGINEER NO. 40023 STATE OF FLORIDA	SCALE 1" = 20'	PROJECT NUMBER 18-2373	2 5
Drawn E.L.H.												
Checked J.J.H.												

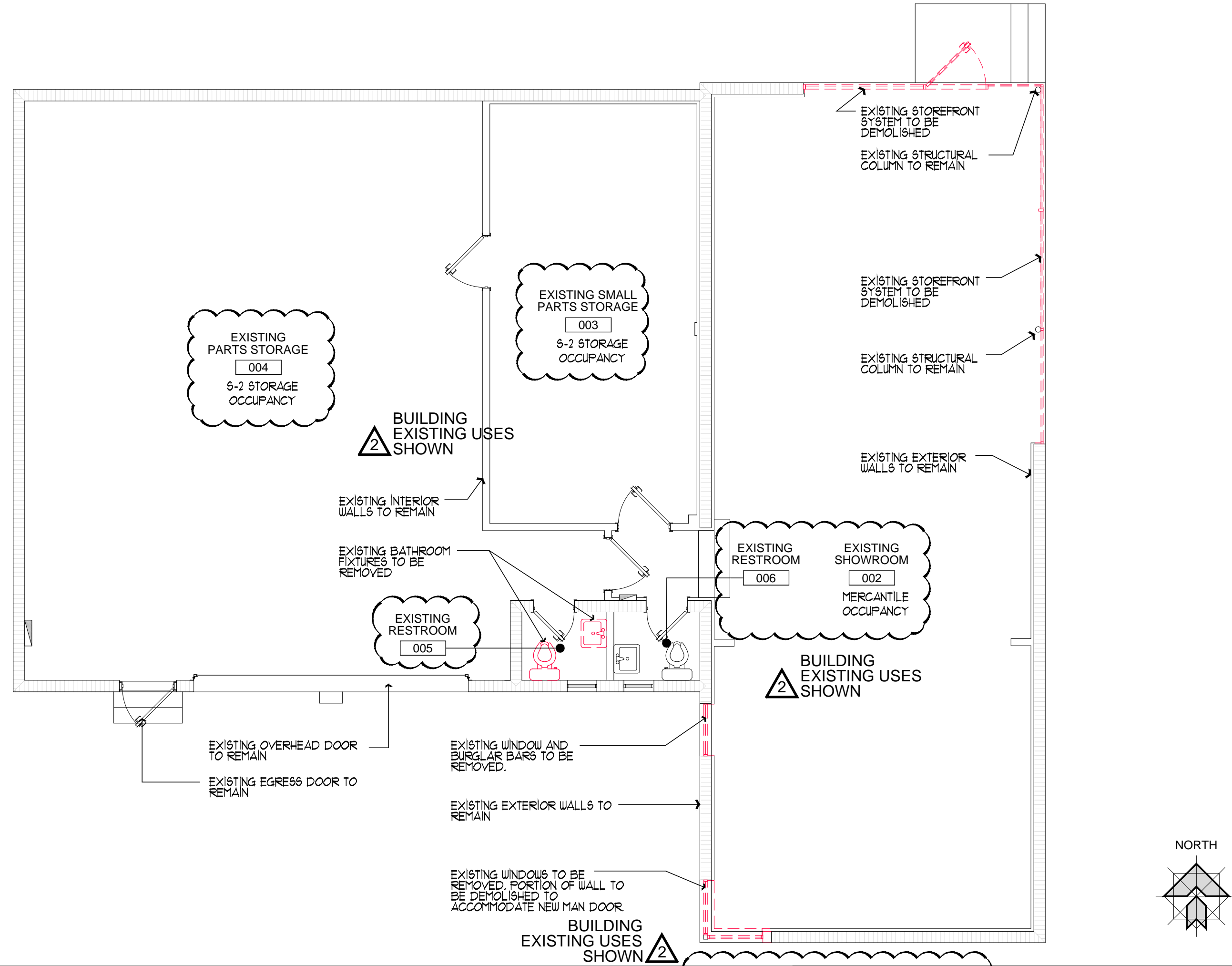
NO.	DATE	REVISION	BY

Page 426 of 528

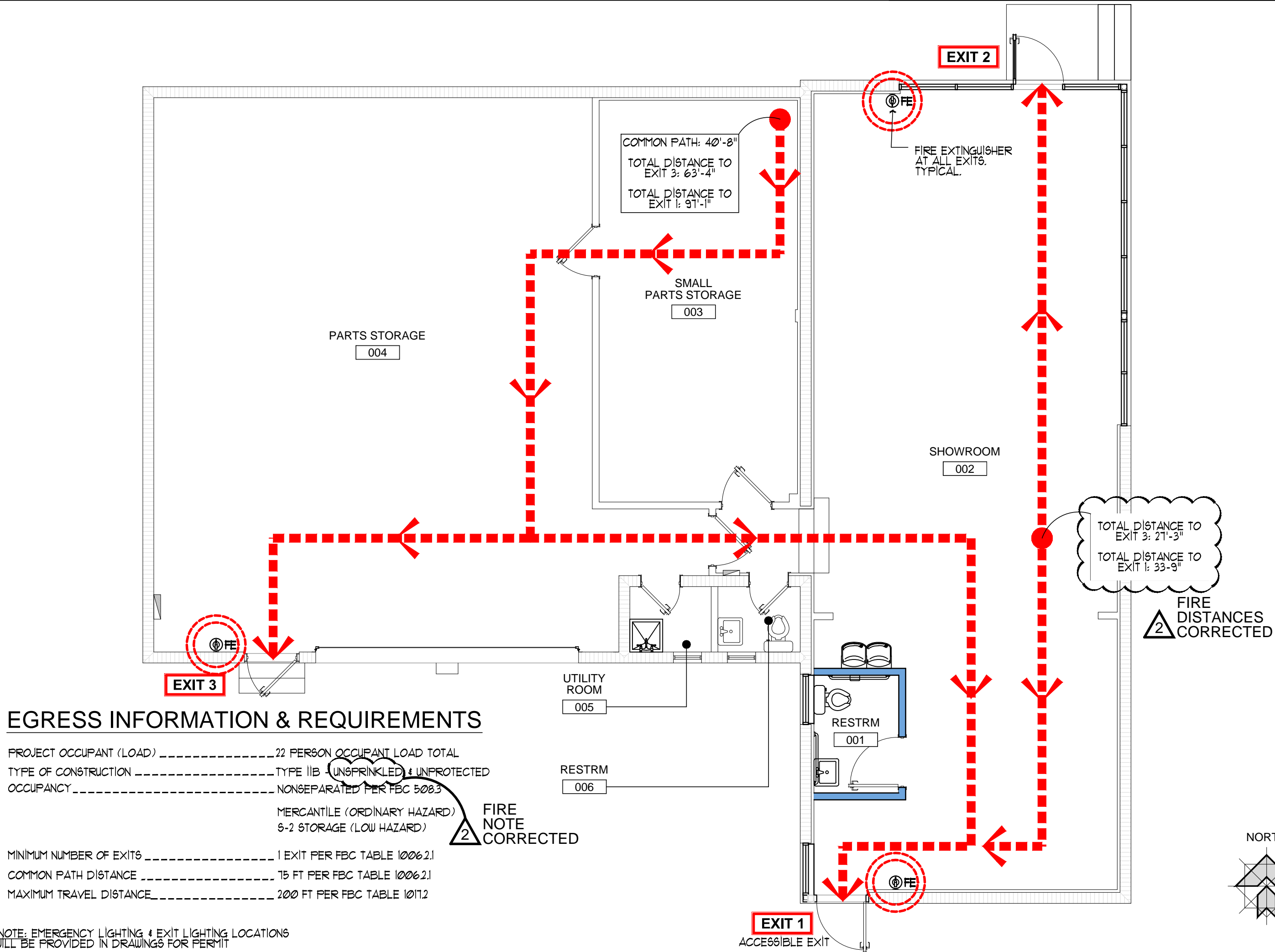
S:\01_Projects\2017\17-140_South Florida Marine_BB17-140_Drawings\17-140_CD_CAD\17-140_S FL Marine_City Boynton_DD&RTC2.dwg
6/20/2018 1:54:58 PM
mborg



SITE KEY PLAN
SCALE: N.T.S. **1**



EXISTING CONDITIONS / DEMOLITION PLAN
SCALE: 3/16" = 1'-0" **2**

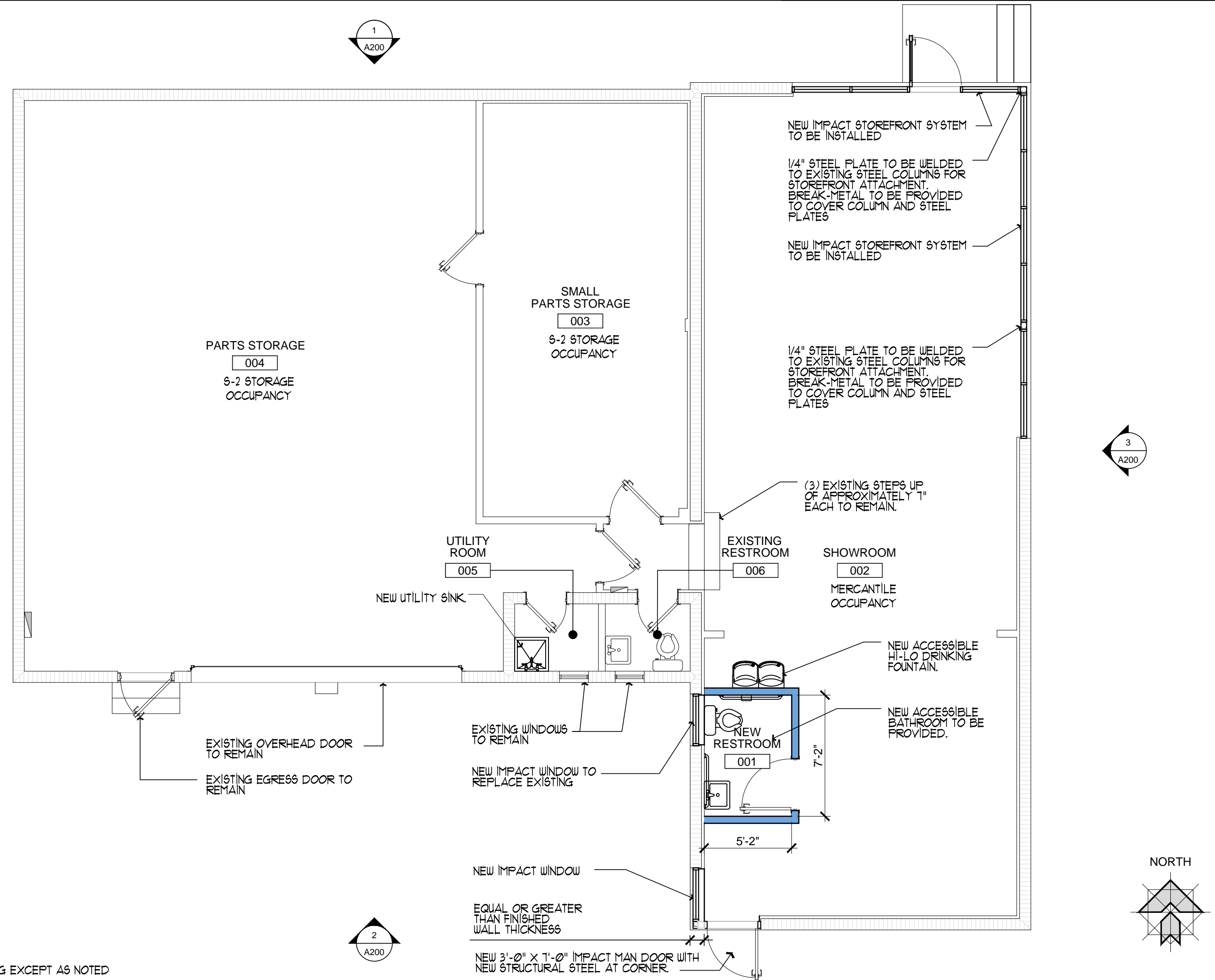


EGRESS INFORMATION & REQUIREMENTS

PROJECT OCCUPANT (LOAD) 22 PERSON OCCUPANT LOAD TOTAL
TYPE OF CONSTRUCTION TYPE IIB (UNSPRINKLED, UNPROTECTED)
OCCUPANCY NONSEPARATED PER FBC 300.3
MERCANTILE (ORDINARY HAZARD)
S-2 STORAGE (LOW HAZARD)
MINIMUM NUMBER OF EXITS 1 EXIT PER FBC TABLE 1006.2.1
COMMON PATH DISTANCE 75 FT PER FBC TABLE 1006.2.1
MAXIMUM TRAVEL DISTANCE 200 FT PER FBC TABLE 1011.2

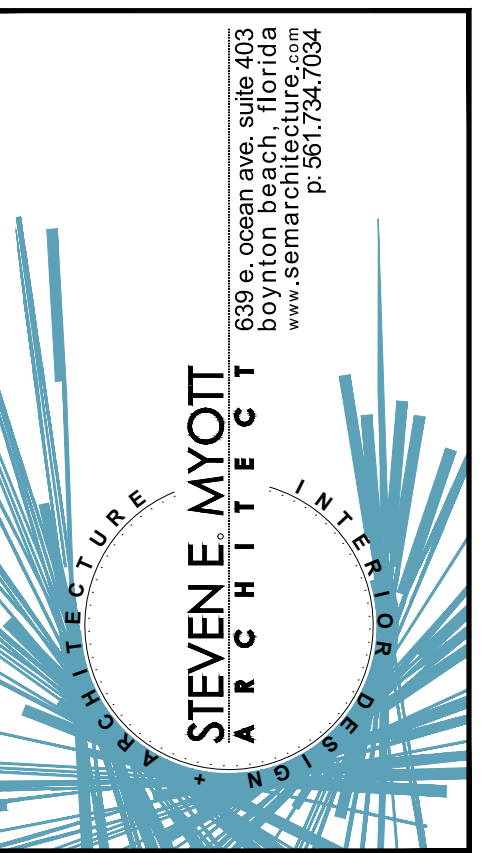
NOTE: EMERGENCY LIGHTING & EXIT LIGHTING LOCATIONS WILL BE PROVIDED IN DRAWINGS FOR PERMIT

LIFE SAFETY PLAN
SCALE: 3/16" = 1'-0" **4**



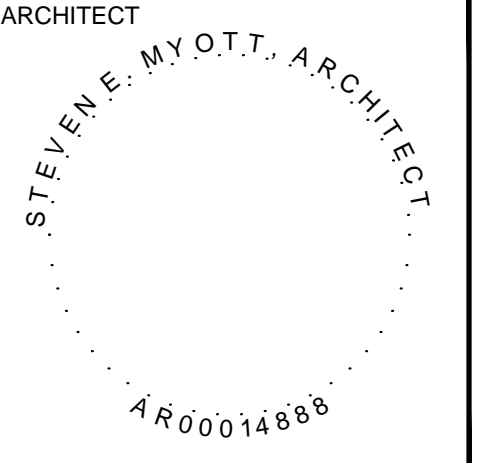
NOTE: ALL WALLS EXISTING EXCEPT AS NOTED

CONSTRUCTION PLAN
SCALE: 3/16" = 1'-0" **3**



SOUTH FLORIDA MARINE ANNEX
- RENOVATION -

711 N FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435



ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE USED, REPRODUCED OR DISCLOSED IN ANY FORM WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ARCHITECT

PROJECT NO: 17140
DRAWN BY: MB/PC
CHECKED BY: SM

NO. DATE: ISSUED FOR:
1 04/10/2018 SITE PLAN MODIFICATION
2 04/12/2018 ORA SUBMISSION
3 06/01/2018 VISPER COMMENTS
4 06/20/2018 VISPER COMMENTS

**KEY PLAN,
DEMOLITION
AND
CONSTRUCTION
PLANS**

A100

S:\01_Projects\2017\17-140_South Florida Marine_BB17.140_Drawings\17-140_CD_CAD\17-140_S FL Marine_City Boynton_DD&RTC2.dwg
mborg
6/20/2018 1:54:59 PM

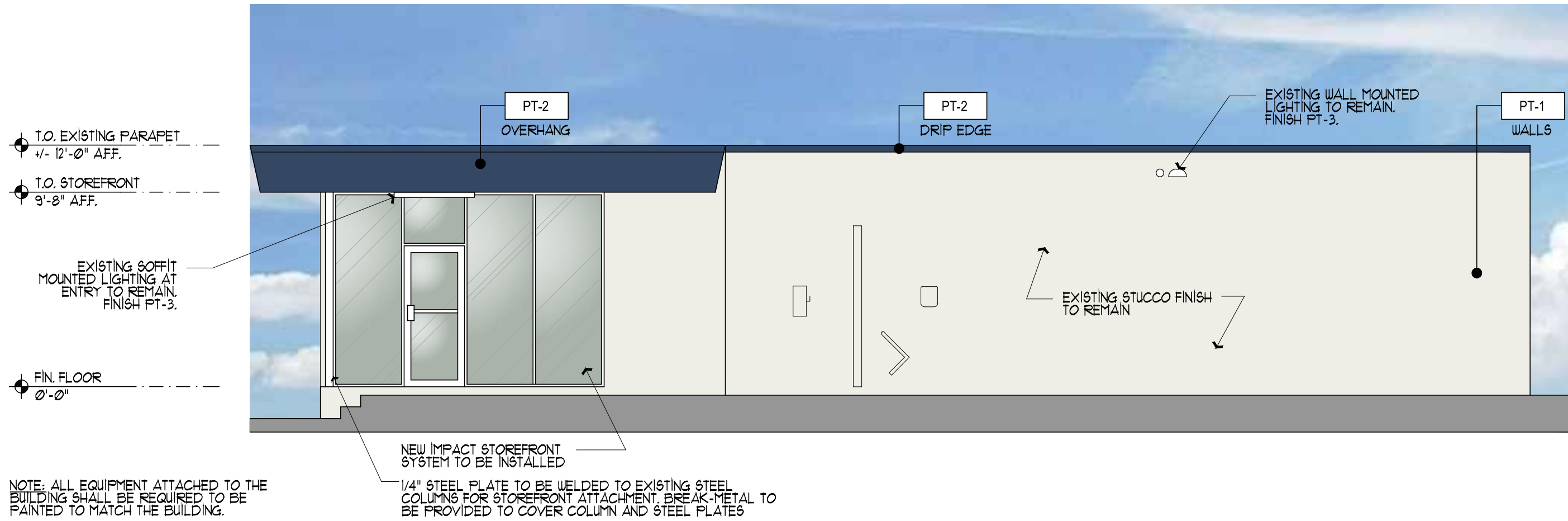
PT-X

FINISH TAG

SEE FINISH CODE FOR MORE INFORMATION

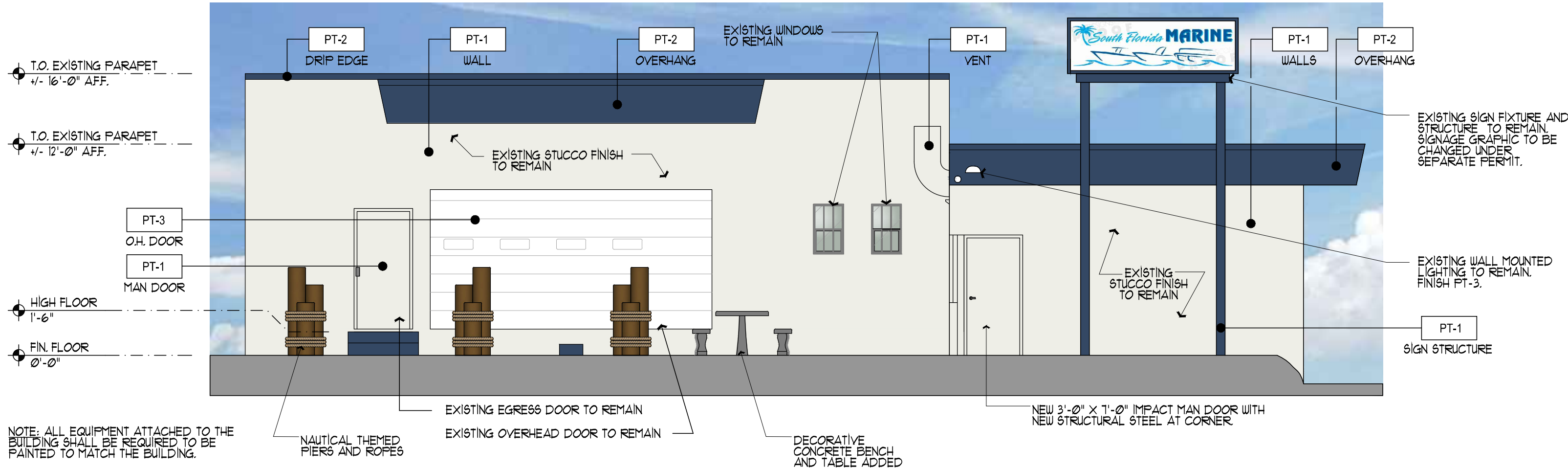
EXTERIOR FINISH SCHEDULE

CODE	MANUFACTURER	COLOR	FINISH/MATERIAL	REMARKS
PT-1	SHERWIN WILLIAMS	WHITE A100	FLAT/STUCCO	TO MATCH EXISTING S FL MARINE FACILITY
PT-2	SHERWIN WILLIAMS	BLUE A821B4	FLAT/STUCCO	TO MATCH EXISTING S FL MARINE FACILITY
PT-3	-	WHITE	ESP/METAL	PRE-FINISHED METAL - WHITE



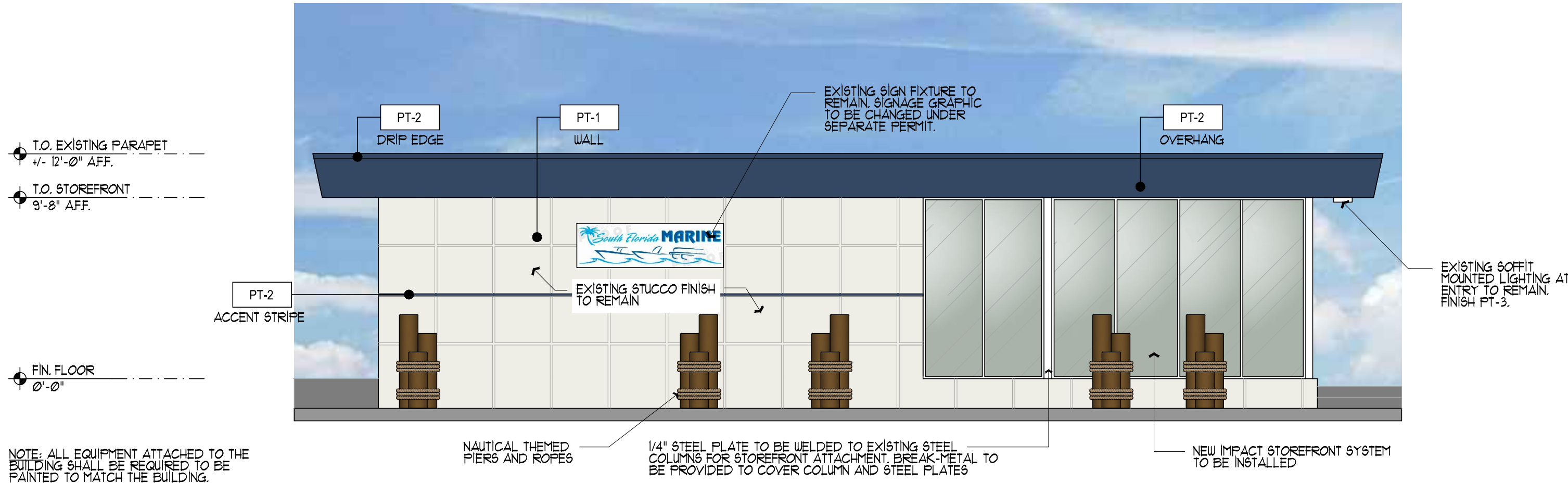
NORTH ELEVATION
SCALE: 3/16" = 1'-0"

1



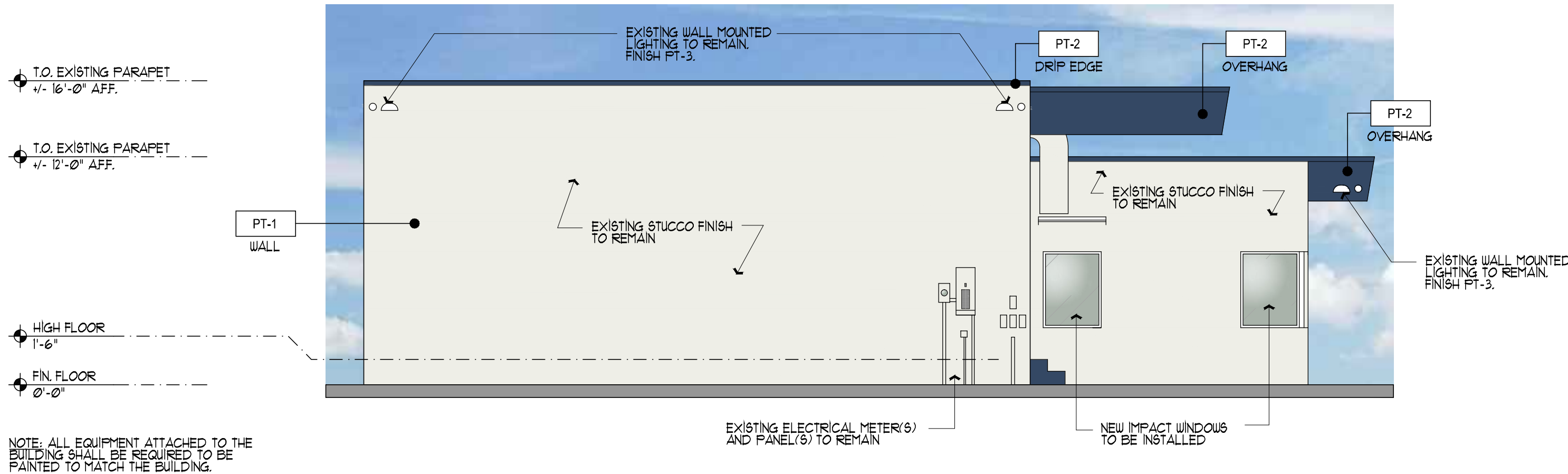
SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

2



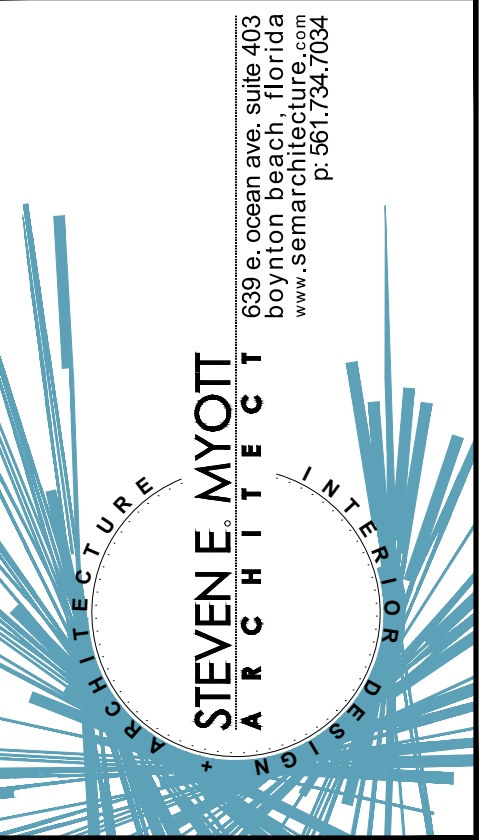
EAST ELEVATION
SCALE: 3/16" = 1'-0"

3



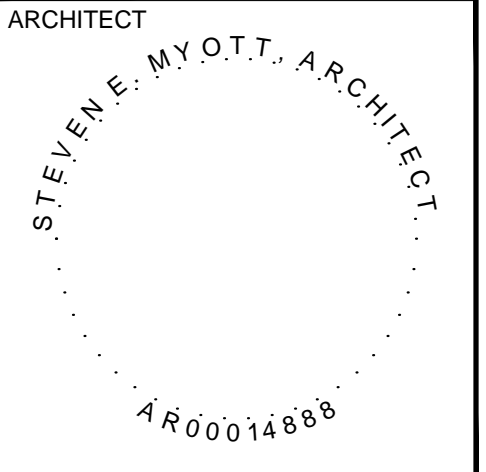
WEST ELEVATION
SCALE: 3/16" = 1'-0"

4



SOUTH FLORIDA MARINE ANNEX
- RENOVATION -

711 N FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435



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PROJECT NO: 1140
DRAWN BY: MB/PC
CHECKED BY: SM

NO. DATE: ISSUED FOR:
1 04/02/08 SITE PLAN MODIFICATION
2 04/12/08 ORA SUBMISSION
3 06/02/08 AYSR COMMENTS

EXTERIOR ELEVATIONS

A200



Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamp and other variable field conditions.

NOTES:

1	PHOTOMETRIC LAYOUT	06/20/18
No.	Revision/Issue	Date

LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address

JR WATERSPORTS
Site lighting - Photometric layout
Boynton Beach, FL

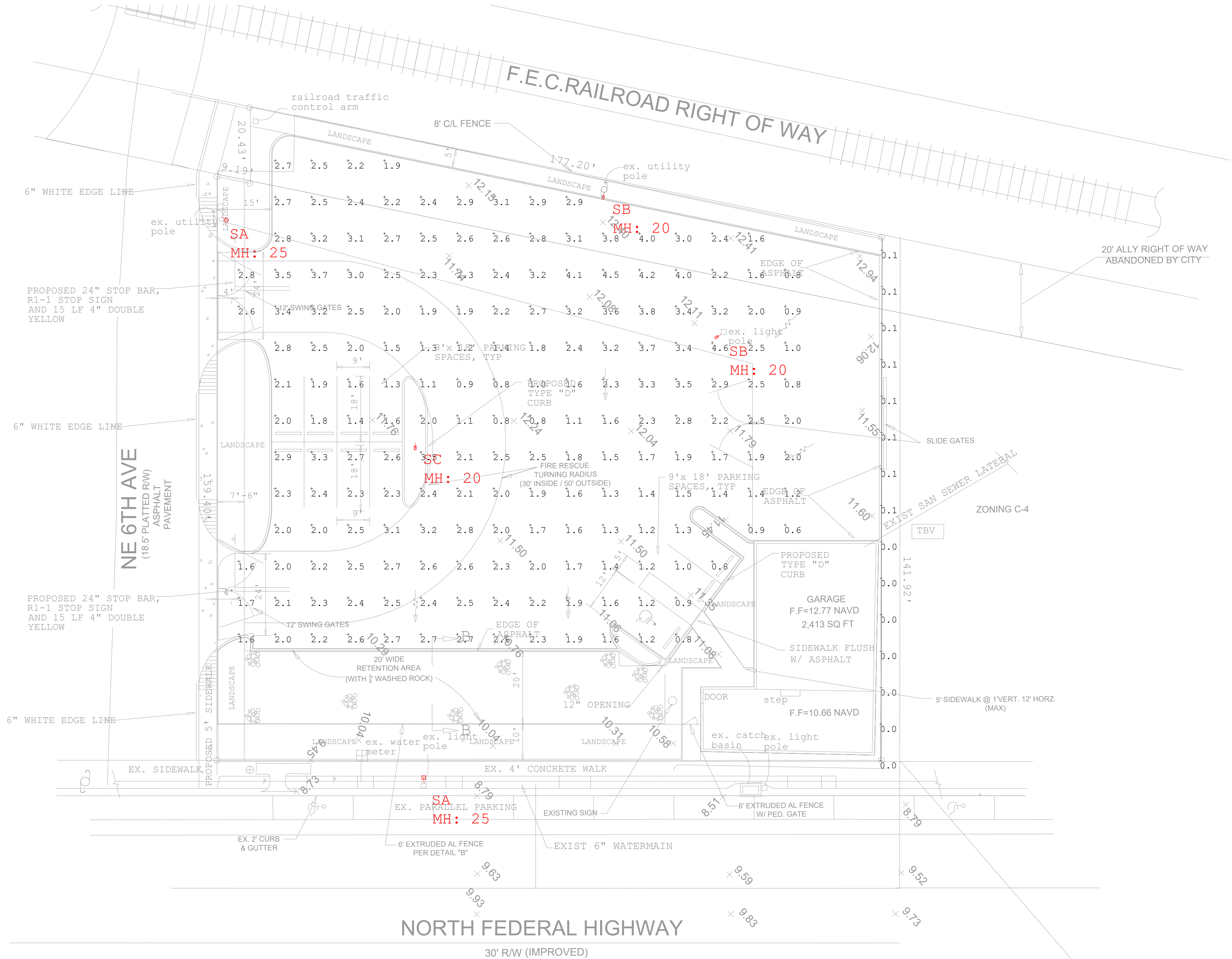
FILE J:\PROJECTS\2018\JUNE
CLIENT BEACON ENG

Project JR WATERSPORTS

Date 06/20/18

Scale 1/16" = 1'

Sheet
L1
DRAWN BY
V. POP



JR WATERSPORTS - SITE LIGHTING									
LIGHTING FIXTURE SCHEDULE									
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	WATTS	Dimming	MOUNTING	REMARKS
SA	LED SITE LIGHTING FIXTURE MTD ON EXISTING POLE	EATON	GLEON-AF-04-LED-E1-T4W-FINISH	UNV	LED	225W	N/A	EXISTING 25FT POLE	NOTE 2, 3
SB	LED SITE LIGHTING FIXTURE MTD ON EXISTING POLE	EATON	GLEON-AF-02-LED-E1-T4W-FINISH	UNV	LED	113W	N/A	EXISTING 20FT POLE	NOTE 2, 3
SC	LED SITE LIGHTING FIXTURE MTD ON NEW POLE LOCATION	EATON	GLEON-AF-02-LED-E1-T4W-FINISH / MA1036-XX	UNV	LED	113W	N/A	NEW 20FT POLE	NOTE 1, 3
FIXTURE SCHEDULE NOTES									
NOTE 1: FIXTURE MOUNTED ON 20FT ROUND TAPERED EMBEDDED (DIRECT BURIAL) ALUMINUM POLE VALMONT #: 190830505STEP2-FINISH.									
NOTE 2: PLEASE SPECIFY MOUNTING ACCESSORIES FOR THE EXISTING POLES.									
NOTE 3: PLEASE SPECIFY FINISH AND PHOTOCCELL SENSOR OPTION IF NEEDED.									
FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT McCay Green @ LIGHTING DYNAMICS- 561 660-2408; MGREEN@LIGHTINGDYNAMICS.COM									

Photometrics Calculation Software Generated Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Lum. Watts	Arr. Watts
	2	SA	SINGLE	23844	0.900	225	225
	2	SB	SINGLE	12094	0.900	113	113
	1	SC	SINGLE	12094	0.900	113	113

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.05	0.1	0.0	N.A.	N.A.
SITE LIGHTING	Illuminance	Fc	2.23	4.6	0.6	3.72	7.67



725 N. Federal Hwy.
 Boynton Beach Fl. 33435
 561-737-9423
 Fax: 561-737-1510
www.southfloridamarine.com

Standards for Evaluating Conditional Uses

1. We are not adding any ingress or egress to Federal Hwy. WE are using the already existing driveways connected to 6th Ave. No difference in traffic Flow. Fire Criteria is met.
2. We are meeting the requirements for the building size by adding two additional parking spots.
3. We will not be using a dumpster only roll off land as we do now at 725 N. Federal Hwy.
4. Utilities are connected up and will not be changed and will not require any more additional usage.
5. We are installing Pylons with decorative nautical roping along the outline of the property along with landscaping to code.
6. All exterior lights will remain the same. All signs and building lighting will remain the same. There will not be a glare on the roads or to adjacent properties.
7. The primary building is not going to change. So there will be no differences in in set back or open spaces.
8. The South Florid Marine Ship to Shore store will bring more of the nautical feel to downtown Boynton Beach. Boynton Beach is the "Gateway to the Atlantic" and we will be a nautical store with everything you need safe and have fun on the water! South Florida Marine sells new, top rated, pleasure, pontoon and fishing boats along with all the parts and items you will need to keep you out on the water.
9. No changes to the height or structure of the building and has met City requirements. .
10. The economic effect on the nearby properties will be positive. We feel the ship to shore store will bring in residents not only from Boynton but all persons who use the intercoastal boat ramp and waterways. We will carry everything from suntan lotion to safety gear. Whatever you would need to be safe and have fun on the water! " #shoplocal #americanmade
11. N/A
12. We will not use any equipment that will cause vibrations or violate noise ordinances. No substances are used that will hurt the environment. No offensive odors or toxic matter will be emitted from the property. There is no explosive matter that is used. Not carrying out any operations that will not be in compliance with City ordinance.

EXHIBIT "D"**Conditions of Approval**

Project Name: JR Watersports Expansion
 File number: COUS 18-003 / MSPM 18-005
 Reference: 3rd review plans identified as a Major Site Plan Modification with a June 21, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None, all comments addressed at DART meeting.		
FIRE		
Comments: None, all comments addressed at DART meeting.		
POLICE		
Comments: None, all comments addressed at DART meeting.		
BUILDING DIVISION		
Comments: None, all 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 with attachments (ownership list, radius map, and copy of mailing labels) is required to be provided to the City Clerk and Planning & Zoning one (1) week prior to the first public hearing.	X	
2. At time of permit application submittal, please provide a recorded copy of the executed cross-access easement between this property and that to the north to address the cross access and encroachment issues.	X	

DEPARTMENTS	INCLUDE	REJECT
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None, all comments addressed at DART meeting.		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments:		
3. The applicant shall install ten (10) Sweet Almond plants as butterfly attractors, in lieu of similar sized landscape material.	X	
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\JR Watersports\COUS 18-003 MSPM18-005\COA post P&D.doc

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: JR Watersports Expansion (COUS 18-003 / MSPM 18-005)

APPLICANT: Mike Wood

APPLICANT'S ADDRESS: 725 N. Federal Highway, Boynton Beach, FL 33435

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: August 21, 2018

APPROVAL SOUGHT: Conditional Use and Major Site Plan Modification approval for the expansion of JR Watersports onto the property to south of the existing business, including refurbishing of the 2,413 square foot building and associated site improvements, located at 711 N. Federal Highway, in the C-4 (General Commercial) zoning district.

LOCATION OF PROPERTY: 711 N. Federal Highway

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: 8/21/2018

REQUESTED ACTION BY COMMISSION:

Discuss procedure for Commission members to place matters on a City Commission agenda.

EXPLANATION OF REQUEST:

At our August 7, 2018 Commission meeting the Mayor requested staff outline a process by which agenda items may be placed on a City Commission Agenda. Although a written policy does not exist, a past practice has been established. If a Commissioner desires to bring an item before the City Commission for discussion or consideration, said Commissioner should raise the matter at a Commission meeting and request the topic be placed on either the next agenda or a future agenda. Typically, if there is a consensus by the Commission to place the matter before the Commission at a future date. Then staff will ensure the item is placed on a future agenda.

Staff recommends maintaining this practice. Prior to spending staff time researching a topic or preparing a staff report on a matter, it's important for staff to have the direction of the majority of the Commission.

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: 8/21/2018

REQUESTED ACTION BY COMMISSION: Discussion concerning providing an opportunity for the public to bring dogs to Oceanfront Park for a "special" day at the beach at which dogs will be allowed off leash and have access to the water. This proposal will provide staff an opportunity to determine the best way to safely allow dogs on the beach at Oceanfront Park and determine if it is an activity that should be expended.

EXPLANATION OF REQUEST:

The beach at Oceanfront Park is 960' long, and the width varies throughout the year depending on the weather, but generally, it is approximately 200' wide. The property to the north is owned by Palm Beach County designated as Hammock Park and the Town of Ocean Ridge owns the south property for public access. Oceanfront Park is open sunrise till 9pm, and parking fees are collected from 8:00am - 4:30pm. If the Commission would like to proceed with a pilot event to test the concept of allowing dogs on the beach during a specified time, the following set-up and use parameters are recommended:

- The dog play area would be established on the northern portion of the beach.
- Staff can establish the boundary using temporary fencing to the high tide water line.
- The park would be open to dogs between 9am - noon on a Saturday (except during turtle season - May 1- October 31).
- Park rangers will be stationed at each end of the established "play" area to ensure dogs stay within the area.
- Parks maintenance staff will install and remove fencing, provide additional trash cans, clean the beach after the dogs leave, and remove waste.
- Recreation staff can organize some fun activities, provide water for the dogs and other items related to the event.

The event will create some challenges for the lifeguards on duty but they will be instructed to monitor and control human activities on the beach and within the water to ensure safety of visitors and allow the park rangers to handle any dog issues that may occur.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? In order to control unleashed dogs and the waste that is created, significant staff time may be required. Visitors without dogs will still be able to use the southern half of the beach. Ocean lifeguards will need to focus extra hard to avoid being distracted by the dogs. Within the recommended controlled environment, an event can be effectively scheduled.

FISCAL IMPACT: Non-budgeted

This is a non-budgeted event. Most of the staff hours for the event would be scheduled overtime.

3 parks maintenance workers @ 7 hours/each x \$15/hr = \$315

2 park rangers @ 6 hours/each x \$17/hr = \$204

3 recreation staff @ 6 hours/each x \$15/hr = \$270

400' temporary fencing - \$30/bundle, 25'/bundle = \$480

Misc. informational signage = \$200

APPROXIMATE TOTAL EXPENSES = \$1,469

ALTERNATIVES: Do not accept staff recommendation to organize a "special" day at the beach for dogs.

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: 8/21/2018

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R18-117** - Authorize the Mayor to sign an Interlocal Agreement with Town of Hypoluxo for the City to continue to provide Fire-Rescue services to the Town for the period of October 1, 2018 thru September 30, 2025.

EXPLANATION OF REQUEST:

Agreement Period: October 1, 2018 - September 30, 2025

The City of Boynton Beach current seven year (7) year interlocal agreement for Fire-Rescue Services with the Town of Hypoluxo expires September 30, 2018. This request is to renew the interlocal agreement with the Town of Hypoluxo between October 1, 2018 through September 30, 2025 with an option to extend for an additional seven (7) years at the end of this agreement.

The Town of Hypoluxo approved the Interlocal on August 15, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

City services will not be affected, as the City is currently providing these services to the Town.

FISCAL IMPACT: Budgeted

The City of Boynton Beach, through its Fire Rescue Department will provide fire protection, fire rescue, fire inspection, fire investigation and advanced life support to the Town of Hypoluxo for a fee of \$436,142 in 2019, with a 4% increase per year for the duration of the agreement.

Previous years fees were:

FY 17/18	\$419,367
FY 16/17	\$403,237
FY 15/16	\$387,728

ALTERNATIVES:

Alternative is to cancel the interlocal agreement - ending the service on September 30, 2019.

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 ILA with Hypoluxo for Fire Rescue Services
<input type="checkbox"/> Addendum	TOWN OF HYPOLUXO RESOLUTION WITH ANNOTATIONS
<input type="checkbox"/> Addendum	HYPOLUXO FINAL CONTRACT

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31 period of October 1, 2018 through September 30, 2025, a copy of which is attached hereto as
32 Exhibit "A."

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

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

35 CITY OF BOYNTON BEACH, FLORIDA

36		YES	NO
37			
38			
39	Mayor – Steven B. Grant	_____	_____
40			
41	Vice Mayor – Christina L. Romelus	_____	_____
42			
43	Commissioner – Mack McCray	_____	_____
44			
45	Commissioner – Justin Katz	_____	_____
46			
47	Commissioner – Joe Casello	_____	_____
48			
49		VOTE	_____

50 ATTEST:

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

56
57
58 (Corporate Seal)

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TOWN OF HYPOLUXO

RESOLUTION NO. 10-390

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HYPOLUXO, FLORIDA APPROVING AN INTERLOCAL AGREEMENT
PROVIDING FOR FIRE-RESCUE SERVICES TO THE TOWN OF
HYPOLUXO BY THE CITY OF BOYNTON BEACH AND AUTHORIZING
THE MAYOR AND TOWN CLERK TO EXECUTE SAME; PROVIDING
FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town does not maintain a Fire Protection and Fire Rescue
Department and the City of Boynton Beach has been providing fire-rescue services to
the Town pursuant to an Interlocal Agreement since 1997; and

WHEREAS, the current Interlocal Agreement expires on September 30, ~~2011~~ 2018
and the Town wishes to execute a new Interlocal Agreement with the City of Boynton
Beach for a seven (7) year term commencing on October 1, ~~2011~~ 2018 and
ending on September 30, ~~2018~~ 2025 with an option to extend the agreement for an additional
seven (7) years if all parties agree; and

WHEREAS, the Town's payments to the City of Boynton Beach for fire-rescue
service pursuant to the Interlocal Agreement are substantially less than property owners
would otherwise pay if the Town were part of the Palm Beach County Fire-Rescue
Municipal Services Taxing Unit; and

WHEREAS, the Town Council determines that the execution of an Interlocal
Agreement for Fire-Rescue Services with the City of Boynton Beach is in the best
interests of the health, safety and welfare of the citizens and residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF HYPOLUXO, FLORIDA as follows:**

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Town Council hereby approves the Interlocal Agreement
Providing Fire-Rescue Services to the Town of Hypoluxo by the City of Boynton Beach,
a copy of which is attached hereto and incorporated herein by reference, and authorizes
the Mayor and Town Clerk to execute the Agreement on behalf of the Town.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution
are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

[Remainder of page intentionally blank]

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RESOLVED AND ADOPTED this / z of _____ 2010.

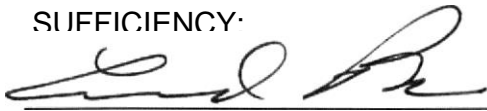
TOWN OF HYPOLUXO, FLORIDA

BY: 

Ad
ATTEST: Kenneth M. Schultz, Major

Barbara Lee Searls, Town Clerk

SUFFICIENCY:



APPROVED AS TO FORM AND LEGAL
Leonard G. Rubin, Town Attorney

VOTE: AYE: NAY: ABSENT:

VICE MAYOR MICHAEL C. BROWN

COUNCILMEMBER KAREN C. MILLER L--

COUNCILMEMBER DANIEL L. MONAHAN _____

COUNCILMEMBER WILLIAM J. SMITH

COUNCILMEMBER RICHARD J. RONEY

_____ _____ _____

INTERLOCAL AGREEMENT
FOR FIRE-RESCUE SERVICES TO THE TOWN OF HYPOLUXO BY THE CITY
BOYNTON BEACH

This Agreement, made and entered into this _____ day of _____
~~2014~~ 2018, by and between the City of Boynton Beach, Palm Beach County, Florida, a
municipal corporation, hereinafter referred to as "City", and the Town of Hypoluxo, Palm
Beach County, Florida, a municipal corporation, hereinafter referred to as "Town."

WITNES SETH:

WHEREAS, the Town presently does not maintain a Fire Protection and Fire Rescue
Department with firefighting and emergency medical equipment and personnel, and desires
the City to provide fire and rescue services to the Town; and

WHEREAS, the City does presently maintain a Fire Protection and Fire Rescue
Department and desires to provide fire and rescue services to the Town; and

WHEREAS, the City will maintain or improve the standards of fire and rescue
services to the Town as currently provided by the City within its municipal limits; and

WHEREAS, the City has a mutual aid agreement with Palm Beach County Fire
Rescue, Delray Beach Fire Rescue, and Boca Raton Fire Rescue; and

WHEREAS, the City and Town desire to enter into a cooperative arrangement
providing fire and rescue services benefiting public safety and local government; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter
into interlocal agreements with each other to jointly exercise any power, privilege, or
authority which such agencies share in common and which each might exercise
separately; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement for
the express purpose of cooperating in the provision of fire and rescue services without
regard to territorial boundaries, which shall benefit mutually and equally the citizens of
each party; and

WHEREAS, the City will provide fire and rescue services to the Town in
conformance with City and Palm Beach County Fire Code of Ordinances; and

WHEREAS, the City will provide additional fire and rescue equipment and
personnel to ensure that the Town will receive the same or improved standards of fire rescue
services that are currently being received by the Town.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth,
the parties hereto, hereby agree as follows:

SECTION 1. PURPOSE

(a) This Agreement constitutes an interlocal agreement authorized by Section 163.01, Florida Statutes, being a joint exercise of Power shared in common which any City could exercise separately and shall be filed with the Clerk of Circuit Court in and for Palm Beach County, Florida.

(b) The purpose of this Agreement is to provide fire protection and fire rescue within the municipal limits of the Town by the City Fire Rescue Department. Fire rescue shall include advanced life support as that term is defined by section 401.23, Florida Statutes. Fire protection shall include plan review, fire code enforcement, building inspection, fire suppression, fire inspection and fire investigation.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall be for a period of seven (7) years commencing October 1, ~~2011~~ 2018 and ending September 30, ~~2018~~ 2025, with an option to extend the agreement for an additional seven (7) years if all parties agree, or unless sooner terminated as provided herein.

SECTION 3. SERVICES RENDERED

The City, through its Fire Rescue Department, shall provide fire protection, fire rescue, fire inspection, fire investigation and advanced life support services 24 hours per day, 365 days per year, within the municipal limits of the Town throughout the term of this Agreement.

(a) This Interlocal Agreement shall not be construed to impose any obligation, duty or responsibility whatsoever on the City to provide any specific types, kinds, or numbers of emergency personnel or apparatus at any fire station of the City, or at any emergency scene within the Town boundaries at any specific time. The City will dispatch and assign the closest, appropriately staffed and available vehicle(s) to emergencies within the Town consistent with the level of resources available to the City and the level of service provided to City residents.

(b) The parties hereto further understand and agree that a possibility exists that the City of Boynton Beach Fire Department may receive simultaneous calls for separate accidents, fires and other public safety problems. In the event of a simultaneous occurrence of emergencies, the judgement of the Fire Chief of the City, or the senior Fire Department Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the parties hereto. If the City cannot respond to a call for assistance due to multiple calls and/or alarms in progress, all reasonable efforts will then be made by the City to arrange for a suitable response from another agency or jurisdiction cooperating with the City through various mutual aid agreements in effect at the time.

(c) The Fire Chief of the City of Boynton Beach shall have full and complete authority through the normal chain of command over the operation of the City of Boynton Beach Fire Department personnel, vehicles and equipment while in the Town of Hypoluxo.

(d) The City Fire Department shall have complete authority and control over the use and deployment of any and all apparatus and equipment acquired by the Town for its use and to support this Agreement during its term.

(e) The Town officials, employees, residents and citizens shall not interfere with the direction, management and deployment of the City Fire Department, its personnel or equipment at any time during firefighting or other emergency situations.

The Town shall report all street and road closures/openings to the City Fire Department immediately.

(g) The City assumes no responsibility for emergency preparedness planning and program implementation for the Town.

(h) The City will provide the same level of service to the Town as it provides to City residents with respect to hazardous material response in accordance with the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998 ("County Haz-Mat Ordinance"), which is incorporated herein, and made a part hereof by reference. As set forth in the County Haz-Mat Ordinance, recovery of all costs associated with a discharge or threatened discharge of hazardous substances will be sought against the persons responsible for causing or allowing a discharge or threatened discharge. To the extent that costs are actually incurred by the City in responding to a hazardous material incident within the corporate limits of the Town and the City (or the County on behalf of the City), using its best efforts, is unable to recover such costs from the responsible persons or the Federal Government in accordance with Section 7 of the County Haz-Mat Ordinance, the Town shall reimburse the City for certain expended supplies and consumables, namely, chemical absorbents, hazardous materials vapor suppressions, chemical testing agents, and hazardous materials recovery drums and/or other containers used by the City Fire Department.

(i) The City is permitted to invoice residents of the Town for appropriate emergency medical service fees under the same terms and conditions as those for residents of the City.

SECTION 4. PAYMENT

In consideration of the City providing the services set forth in Section 3, the Town agrees to pay the City the sum of ~~Three Hundred Thirty One Thousand Four Hundred Thirty Two Dollars and 00/100 (\$331,432)~~ Four Hundred Thirty Six Thousand One Hundred and Forty Two Dollars and 00/100 (\$436,142) during the first year of this Agreement, payable in two equal, semi-annual installments on January 15, ~~2012~~ 2019 and April 15, ~~2012~~ 2019.

Commencing October 1, ~~2012~~ 2019, the annual compensation for fire rescue services to be rendered by the City to the Town shall be adjusted annually. Per mutual agreement of the parties, such compensation may be adjusted to offset any increased costs of providing the enumerated services and programs due to unfunded mandated of the federal, state, or County government and to address any other unforeseen events or contingencies. The adjustments contemplated in this subsection shall be in addition the annual adjustment set forth below.

Before July 1, ~~2012~~ 2019, and annually before July 1 of each succeeding year of this Agreement, the initial compensation payable by the Town to the City (\$331,432 ~~\$436,142~~) shall be adjusted effective October 1, ~~2012~~ 2018, and as of October 1 of each succeeding year of this Agreement. The annual adjusted compensation commencing October 1, ~~2012~~ 2019 and for each succeeding year of this Agreement shall be ~~determined by incorporating the May All Urban Consumer Price Index (CPI) in accordance with the Department of Labor Department of Statistics or an increase of four percent (4%), whichever is greater.~~

Adjusted compensation for fire rescue services shall be paid by the Town to the City in two equal semi-annual installments on January 15 and April 15 throughout the term of this Agreement.

The City's fee for inspection and plan review of new development, redevelopment, and existing structures within the Town shall be charged directly to the owners of such new development, redevelopment, and existing structures in accordance with the applicable City ordinance fee as established by resolution of the city commission and on file in the city clerk's office.

SECTION 5. NOTICES AND PAYMENTS

All notices and payments between the parties hereto shall be mailed by certified mail, return receipt requested, and/or fax to the following addresses, respectively (payments should be sent via certified mail and need only be sent to the City Manager and Mayor):

City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435

Fire Chief
City of Boynton Beach
2080 High Ridge Road
Boynton Beach, Florida 33426

Mayor
Town of Hypoluxo
7580 South Federal Highway
Hypoluxo, Florida 33462-6034

SECTION 6. CODE

~~The Florida Fire Prevention Code adopted by the State Fire Marshal, as may be amended, including NFPA I Fire Prevention Code (2002 edition) and NFPA Life Safety Code (2006 edition), in addition to any local amendments adopted by the City in accordance with section 633.0215, Florida Statutes, shall apply within the Town's municipal limits.~~

The Florida Fire Prevention Code adopted by the State Fire Marshal, as may be amended, including NFPA I Fire Prevention Code (6th edition) and NFPA Life Safety Code (6th edition), in addition to any local amendments adopted by the City in accordance with section 633.0215, Florida Statutes, and shall apply within the Town's municipal limits

Sections 2.5-8. ~~2.5-9, 2.5-11, 2.5-12, and 2.5-13, 2.5-15, 2.5-16, and 2.5-17~~ and amendments hereafter of the City Code of Ordinances, "Alarm Systems," shall be incorporated herein by reference in this Agreement. The City shall remit false alarm charges to the Town. The Town shall notify alarm users of the charges due, requesting payment thereof pursuant to ~~Section 2.5-13 of the City Code of Ordinances, "Alarm Systems."~~ a fee as established by resolution of the city commission and on file in the city clerk's office. ~~That section~~ The City imposes a fine for more than three (3) false alarms in any twelve-month period, exclusive of false alarms caused by acts of God or other natural forces.

The City shall promptly provide the Town with copies of all new legislation, including but not limited to ordinances, resolutions, policies, or procedures which may be enacted by the City that may affect Chapter 2.5 entitled "Alarm Systems" and/or Chapter 9 entitled "Fire Protection and Prevention" of the City of Boynton Beach Code of Ordinances.

SECTION 7. ADMINISTRATION

All written rules and regulations, policies and procedures of the City of Boynton Beach Fire Rescue Department shall apply to the Town and are hereby incorporated herein by reference pursuant to this Agreement.

Nothing contained in this Agreement shall be construed to constitute a transfer of municipal powers in any way whatsoever. This Agreement is solely an interlocal Agreement to provide fire rescue services as authorized by Chapter 163, Florida Statutes. The Town and City Councils shall each retain total legislative authority with regard to their respective municipalities.

Each party to this Agreement will remain liable for its own negligence and any and all negligent actions undertaken by its employees and agents in the performance of the obligations hereunder. Nothing contained herein shall be construed as a waiver of the applicable sovereign immunity protections or the limitations of liability set forth in section 768.28, Florida Statutes.

SECTION 8. DISPUTES

In the event that the Town has a dispute with respect to the City's performance hereunder, the Town shall notify the City Manager in writing, advising of disputed matter. In the event that the disputed matter is not resolved to the satisfaction of the

Town or and the City, the Town shall request the City Manager schedule the disputed matter to be heard at the next scheduled City Commission meeting.

SECTION 9. TERMINATION

~~Prior to the commencement of any fiscal year, Either~~ party may terminate this Agreement by giving written notice to the other party that the cancelling party elects to terminate the Agreement ~~effective the end of that fiscal year~~ no less than twelve (12) months prior to end of the fiscal year. For example, a party may terminate this Agreement effective September 30, ~~2014~~ 2020 by giving written notice prior to October 1, ~~2013~~ 2019.

SECTION 10. AMENDMENT TO A GREEMENT

This Agreement shall not be amended or modified except in writing executed by the parties, and approved by resolution of the governing body of each party.

SECTION 11. MISCELLANEOUS PROVISIONS

(a) Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the other party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

(c) If any terms or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

(d) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce, or arising out of this Interlocal Agreement shall be held in Palm Beach County, Florida.

(e) This Interlocal Agreement represents the entire understanding of the parties, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the Provisions, terms and conditions contained herein may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

(f) This Interlocal Agreement and subsequent amendments thereto shall be filed by the City with the Clerk of the Circuit Court of Palm Beach County, Florida, in conformance with Section 163.01(11), Florida Statutes.

WITNESSES:

Janet S. Whalen
[Signature]

TOWN OF HYPOLUXO, FLORIDA

By: k.,,

Mayor

Attest:

Town Clerk

Legal sufficiency:

[Signature]

Leonard Rubin, Esq.

Assistant Town Attorney

Approved as to form and

WITNESSES:

Sammy Stanzione
Cindy Morabito

CITY OF ROYNTON BEACH, FLORIDA

By:

Attest:

Mayor

City Clerk

iksLstaD

Approved as to form and
Legal sufficiency

7/ AV
James herof
City Attorney



S:ca/agmts/fire rescue services/Hypoluxo 2011-2018 2018-2025

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RESOLVED AND ADOPTED this / z of _____ 2010.

TOWN OF HYPOLUXO, FLORIDA

BY: 

ATTEST: Ad
Kenneth M. Schultz, Major

Barbara Lee Searls, Town Clerk

SUFFICIENCY:
 **APPROVED AS TO FORM AND LEGAL**
Leonard G. Rubin, Town Attorney

VOTE:	AYE:	NAY:	ABSENT:
VICE MAYOR MICHAEL C. BROWN			
COUNCILMEMBER KAREN C. MILLER	L--		
COUNCILMEMBER DANIEL L. MONAHAN	_____		
COUNCILMEMBER WILLIAM J. SMITH			
COUNCILMEMBER RICHARD J. RONEY			
	_____	_____	_____

INTERLOCAL AGREEMENT
FOR FIRE-RESCUE SERVICES TO THE TOWN OF HYPOLUXO BY THE CITY
BOYNTON BEACH

This Agreement, made and entered into this _____ day of _____ 2018, by and between the City of Boynton Beach, Palm Beach County, Florida, a municipal corporation, hereinafter referred to as "City", and the Town of Hypoluxo, Palm Beach County, Florida, a municipal corporation, hereinafter referred to as "Town."

WITNES SETH:

WHEREAS, the Town presently does not maintain a Fire Protection and Fire Rescue Department with firefighting and emergency medical equipment and personnel, and desires the City to provide fire and rescue services to the Town; and

WHEREAS, the City does presently maintain a Fire Protection and Fire Rescue Department and desires to provide fire and rescue services to the Town; and

WHEREAS, the City will maintain or improve the standards of fire and rescue services to the Town as currently provided by the City within its municipal limits; and

WHEREAS, the City has a mutual aid agreement with Palm Beach County Fire Rescue, Delray Beach Fire Rescue, and Boca Raton Fire Rescue; and

WHEREAS, the City and Town desire to enter into a cooperative arrangement providing fire and rescue services benefiting public safety and local government; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement for the express purpose of cooperating in the provision of fire and rescue services without regard to territorial boundaries, which shall benefit mutually and equally the citizens of each party; and

WHEREAS, the City will provide fire and rescue services to the Town in conformance with City and Palm Beach County Fire Code of Ordinances; and

WHEREAS, the City will provide additional fire and rescue equipment and personnel to ensure that the Town will receive the same or improved standards of fire rescue services that are currently being received by the Town.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto, hereby agree as follows:

SECTION 1. PURPOSE

(a) This Agreement constitutes an interlocal agreement authorized by Section 163.01, Florida Statutes, being a joint exercise of Power shared in common which any City could exercise separately and shall be filed with the Clerk of Circuit Court in and for Palm Beach County, Florida.

(b) The purpose of this Agreement is to provide fire protection and fire rescue within the municipal limits of the Town by the City Fire Rescue Department. Fire rescue shall include advanced life support as that term is defined by section 401.23, Florida Statutes. Fire protection shall include plan review, fire code enforcement, building inspection, fire suppression, fire inspection and fire investigation.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall be for a period of seven (7) years commencing October 1, 2018 and ending September 30, 2025, with an option to extend the agreement for an additional seven (7) years if all parties agree, or unless sooner terminated as provided herein.

SECTION 3. SERVICES RENDERED

The City, through its Fire Rescue Department, shall provide fire protection, fire rescue, fire inspection, fire investigation and advanced life support services 24 hours per day, 365 days per year, within the municipal limits of the Town throughout the term of this Agreement.

(a) This Interlocal Agreement shall not be construed to impose any obligation, duty or responsibility whatsoever on the City to provide any specific types, kinds, or numbers of emergency personnel or apparatus at any fire station of the City, or at any emergency scene within the Town boundaries at any specific time. The City will dispatch and assign the closest, appropriately staffed and available vehicle(s) to emergencies within the Town consistent with the level of resources available to the City and the level of service provided to City residents.

(b) The parties hereto further understand and agree that a possibility exists that the City of Boynton Beach Fire Department may receive simultaneous calls for separate accidents, fires and other public safety problems. In the event of a simultaneous occurrence of emergencies, the judgement of the Fire Chief of the City, or the senior Fire Department Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the parties hereto. If the City cannot respond to a call for assistance due to multiple calls and/or alarms in progress, all reasonable efforts will then be made by the City to arrange for a suitable response from another agency or jurisdiction cooperating with the City through various mutual aid agreements in effect at the time.

(c) The Fire Chief of the City of Boynton Beach shall have full and complete authority through the normal chain of command over the operation of the City of Boynton Beach Fire Department personnel, vehicles and equipment while in the Town of Hypoluxo.

(d) The City Fire Department shall have complete authority and control over the use and deployment of any and all apparatus and equipment acquired by the Town for its use and to support this Agreement during its term.

(e) The Town officials, employees, residents and citizens shall not interfere with the direction, management and deployment of the City Fire Department, its personnel or equipment at any time during firefighting or other emergency situations.

The Town shall report all street and road closures/openings to the City Fire Department immediately.

(g) The City assumes no responsibility for emergency preparedness planning and program implementation for the Town.

(h) The City will provide the same level of service to the Town as it provides to City residents with respect to hazardous material response in accordance with the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998 ("County Haz-Mat Ordinance"), which is incorporated herein, and made a part hereof by reference. As set forth in the County Haz-Mat Ordinance, recovery of all costs associated with a discharge or threatened discharge of hazardous substances will be sought against the persons responsible for causing or allowing a discharge or threatened discharge. To the extent that costs are actually incurred by the City in responding to a hazardous material incident within the corporate limits of the Town and the City (or the County on behalf of the City), using its best efforts, is unable to recover such costs from the responsible persons or the Federal Government in accordance with Section 7 of the County Haz-Mat Ordinance, the Town shall reimburse the City for certain expended supplies and consumables, namely, chemical absorbents, hazardous materials vapor suppressions, chemical testing agents, and hazardous materials recovery drums and/or other containers used by the City Fire Department.

(i) The City is permitted to invoice residents of the Town for appropriate emergency medical service fees under the same terms and conditions as those for residents of the City.

SECTION 4. PAYMENT

In consideration of the City providing the services set forth in Section 3, the Town agrees to pay the City the sum of Four Hundred Thirty Six Thousand One Hundred and Forty Two Dollars and 00/100 (\$436,142) during the first year of this Agreement, payable in two equal, semi-annual installments on January 15, 2019 and April 15, 2019.

Commencing October 1, 2019, the annual compensation for fire rescue services to be rendered by the City to the Town shall be adjusted annually. Per mutual agreement of the parties, such compensation may be adjusted to offset any increased costs of providing the enumerated services and programs due to unfunded mandated of the federal, state, or County government and to address any other unforeseen events or contingencies. The adjustments contemplated in this subsection shall be in addition the annual adjustment set forth below.

Before July 1, 2019, and annually before July 1 of each succeeding year of this Agreement, the initial compensation payable by the Town to the City (\$436,142) shall be adjusted effective October 1, 2018, and as of October 1 of each succeeding year of this Agreement. The annual adjusted compensation commencing October 1, 2019 and for each succeeding year of this Agreement.

Adjusted compensation for fire rescue services shall be paid by the Town to the City in two equal semi-annual installments on January 15 and April 15 throughout the term of this Agreement.

The City's fee for inspection and plan review of new development, redevelopment, and existing structures within the Town shall be charged directly to the owners of such new development, redevelopment, and existing structures in accordance with the fee as established by resolution of the city commission and on file in the city clerk's office.

SECTION 5. NOTICES AND PAYMENTS

All notices and payments between the parties hereto shall be mailed by certified mail, return receipt requested, and/or fax to the following addresses, respectively (payments should be sent via certified mail and need only be sent to the City Manager and Mayor):

City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435

Fire Chief
City of Boynton Beach
2080 High Ridge Road
Boynton Beach, Florida 33426

Mayor
Town of Hypoluxo
7580 South Federal Highway
Hypoluxo, Florida 33462-6034

SECTION 6. CODE

The Florida Fire Prevention Code adopted by the State Fire Marshal, as may be amended, including NFPA I Fire Prevention Code (6th edition) and NFPA Life Safety Code (6th edition), in addition to any local amendments adopted by the City in accordance with section 633.0215, Florida Statutes, and shall apply within the Town's municipal limits

Sections 2.5-8., 2.5-12, 2.5-13, 2.5-15, 2.5-16, and 2.5-17 and amendments hereafter of the City Code of Ordinances, "Alarm Systems," shall be incorporated herein by reference in this Agreement. The City shall remit false alarm charges to the Town. The Town shall notify alarm users of the charges due, requesting payment thereof pursuant to a fee as established by resolution of the city commission and on file in the city clerk's office. The City imposes a fine for more than three (3) false alarms in any twelve-month period, exclusive of false alarms caused by acts of God or other natural forces.

The City shall promptly provide the Town with copies of all new legislation, including but not limited to ordinances, resolutions, policies, or procedures which may be enacted by the City that may affect Chapter 2.5 entitled "Alarm Systems" and/or Chapter 9 entitled "Fire Protection and Prevention" of the City of Boynton Beach Code of Ordinances.

SECTION 7. ADMINISTRATION

All written rules and regulations, policies and procedures of the City of Boynton Beach Fire Rescue Department shall apply to the Town and are hereby incorporated herein by reference pursuant to this Agreement.

Nothing contained in this Agreement shall be construed to constitute a transfer of municipal powers in any way whatsoever. This Agreement is solely an interlocal Agreement to provide fire rescue services as authorized by Chapter 163, Florida Statutes. The Town and City Councils shall each retain total legislative authority with regard to their respective municipalities.

Each party to this Agreement will remain liable for its own negligence and any and all negligent actions undertaken by its employees and agents in the performance of the obligations hereunder. Nothing contained herein shall be construed as a waiver of the applicable sovereign immunity protections or the limitations of liability set forth in section 768.28, Florida Statutes.

SECTION 8. DISPUTES

In the event that the Town has a dispute with respect to the City's performance hereunder, the Town shall notify the City Manager in writing, advising of disputed matter. In the event that the disputed matter is not resolved to the satisfaction of the

Town or and the City, the Town shall request the City Manager schedule the disputed matter to be heard at the next scheduled City Commission meeting.

SECTION 9. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party that the cancelling party elects to terminate the Agreement no less than twelve (12) months prior to end of the fiscal year. For example, a party may terminate this Agreement effective September 30, 2020 by giving written notice prior to October 1, 2019.

SECTION 10. AMENDMENT TO A GREEMENT

This Agreement shall not be amended or modified except in writing executed by the parties, and approved by resolution of the governing body of each party.

SECTION 11. MISCELLANEOUS PROVISIONS

(a) Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the other party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

(c) If any terms or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

(d) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce, or arising out of this Interlocal Agreement shall be held in Palm Beach County, Florida.

(e) This Interlocal Agreement represents the entire understanding of the parties, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the Provisions, terms and conditions contained herein may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

(f) This Interlocal Agreement and subsequent amendments thereto shall be filed by the City with the Clerk of the Circuit Court of Palm Beach County, Florida, in conformance with Section 163.01(11), Florida Statutes.

WITNESSES:

Janet S. Whalen
[Signature]

TOWN OF HYPOLUXO, FLORIDA

By: k.,,
Mayor

Attest:

Town Clerk

Legal sufficiency:

[Signature]

Leonard Rubin, Esq.
Assistant Town Attorney

Approved as to form and

WITNESSES:

Sammy Stanzione
Cindy Morabito

CITY OF ROYNTON BEACH, FLORIDA

By: [Signature]
Mayor
Attest: Janet
City Clerk

iksLstaD

Approved as to form and
Legal sufficiency

7/ AV
James herof
City Attorney

[Signature]



S:ca/agmts/fire rescue services/Hypoluxo 2011-2018 2018-2025



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: **PROPOSED ORDINANCE NO. 18-019 - FIRST READING** - City Commission to consider amending Part II, Chapter 2, Article I of the Code of Ordinances to create a new subsection prohibiting board member lobbying. **(TABLED - STAFF RECOMMENDS ITEM REMAIN TABLED)**

EXPLANATION OF REQUEST:

Commissioner Casello requested to discuss the topic of prohibiting board members from engaging in lobbying City staff, City Commission, CRA Board on matters that come before that board that the member serves.

Attached is an Ordinance addressing that topic for the Commission to discuss and determine what action if any they would like to take.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None

FISCAL IMPACT: None

ALTERNATIVES: Do not approve the ordinance.

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	Ord Prohibiting Board Member Lobbying

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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

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

Section 2. Part II, Chapter 2, "Administration" Article I, "In General," Section 2-16 is hereby amended by creating a new sub-paragraph (5) to read as follows:

(a) In order to qualify for appointment to and to serve as a member of any board or committee of the city, an individual must be an elector of Palm Beach County, Florida.

(c) No currently serving member of any board or committee shall be disqualified for failing to meet the minimum qualifications set forth in this section. However, at the expiration of the term of each current board or committee member, the vacancy created by that expiring term shall be filled with an individual qualified in accordance with the provisions of this section.

1

1 (e) No alternate member may be moved to a regular member of the Board unless appointed by
2 the City Commission.

3 (f) When a member of any Board, with the exception of those Boards that have regularly
4 scheduled meetings more than once a month, has missed three regular monthly meetings for any
5 reason within one annual board term, that member will be notified that one additional absence
6 will cause his/her Board membership to be terminated and a replacement will be appointed at the
7 time of the next absence. Those boards that have regularly scheduled meetings more than once a
8 month shall be permitted to have six absences during any one annual board term. The seventh
9 absence shall result in removal from the board.

10 (g) No person shall be appointed to a City Board without the person first submitting an
11 application for appointment. No application for appointment shall be considered by the City
12 Commission until the application form has been fully completed and signed by the applicant. All
13 applications for appointment to a City Board shall be on a form authorized by the City
14 Commission. The City Clerk shall review all applications for completeness prior to submitting
15 them to the City Commissioners for consideration.

16 (1) Prior to appointment, a City Commissioner may request written confirmation of the
17 qualifications listed by any applicant for appointment. When a request for confirmation of the
18 qualifications is made by a City Commissioner prior to appointment, the appointment shall be
19 delayed until the information requested is submitted and made available to the members of the
20 City Commission. No person shall be appointed to a City Board when that person is unable to
21 substantiate the qualifications listed on their application.

22 (2) A member of the City Commission may request written confirmation of qualifications of
23 a person who has been appointed by the Commission to a City Board. A request for confirmation
24 shall be made by the City Commissioner to the City Clerk. The City Clerk shall make written
25 request to the Board member. A copy of the Clerk's written request shall be provided to all
26 members of the City Commission.

27 (3) Except as otherwise provided by law, a Board member who does not submit
28 documentation of the qualifications listed on the Board member's application for appointment
29 within thirty (30) days of receipt of the Clerk's written request, or who submits documentation
30 which contradicts, negates, or fails to substantiate the information listed on the Board member's
31 application shall automatically be removed from their Board position.

32 (4) A person who is removed from a City Board pursuant to the procedures set forth in this
33 section shall not be subject to reappointment to any City Board for a period of thirty-six (36)
34 months.

35 (i) The City Commission shall fill vacancies on city boards by making appointments in
36 December following the city's November commission elections, commencing with the City
37 Commission election of November, 2007. To the extent necessary to transition from April to
38 November appointment, the term of office for any board appointee which would expire in April,
39 2008 or any April thereafter shall instead expire in the preceding November.

40
41 **(5) No Board Member shall lobby or otherwise advocate privately or publicly with City**
42 **staff member, member of the City Administration, member of the City Commission or the**
43 **Commission as a whole, member of the Community Redevelopment Board or the CRA**
44 **Board as a whole, for or against the interest of an individual, partnership, corporation, or**
45 **other business entity which has an application, request, or any other matter pending for**
46 **review or approval with the City. No Board Member shall speak at City Commission or**

CRA Board meeting on any matter which has been before the Board on which the Board Member serves.

Section 3. 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 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective on passage.

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: 8/21/2018

**REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-020 - FIRST
READING - PUBLIC HEARING**

- Approve amendments to the regulations governing the methodology used for approving the Utility rates governing water, wastewater (Chapter 26-9), reuse water (Chapter 26-508), and the stormwater assessment fee (Chapter 26-403); allowing rates to be set annually by resolution of the Commission. **(TABLED TO SEPTEMBER 6, 2018 DUE TO ADVERTISEMENT ISSUES)**

EXPLANATION OF REQUEST:

Utility operations are fully funded through an approved rate structure. As operational and capital costs increase or decrease, rates should be adjusted to ensure financial sustainability of the Utility. The Utility completed a five year rate study in 2010 through an external consultants who reviewed the projected capital Improvement plan and operating budget, along with population growth and developed a five year rate schedule. The rate schedule included yearly increases through 2015. Since then the Utility has not adjusted rates.

In order to maintain long term financial stability, rates should be adjusted annual based on projected changes in the cost of supplies, materials, labor, and contractual services. Costs changes in these categories are captured by the federal government and published in various Consumer Price Indices (CPI's). By using these indices on an annual basis

Once approved the schedule does not change and cannot react to changing circumstances which might suggest higher or lower increases than those planned.

In order to resolve these deficiencies the utility has developed a new, sophisticated, long term planning system that allows review of the impacts of the operating and capital improvement costs on the financial reserves on a regular basis. Revenues and costs can be forecast based upon cost indices impacting our expenses and the needs of the capital plan. The system is able to analyze the costs impacting each individual utility separately and forecast any necessary rate adjustments up or down as needed.

Utilizing this tool the Utility will report to the Commission each year during the budget process, present the analysis provided by the financial planning model and request any necessary rate adjustments at that time. The required legal notice of the proposed rate change will be presented prior to the final hearing. Commission will make any resulting rate adjustments by resolution following the hearing.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A well managed and funded utility is an important part of the ongoing success of the city. The services provided are some of the essential requirements needed to provide a good quality of life to the residents.

FISCAL IMPACT:

Appropriate rates for the services of the Utility are essential for the long term stability of the system with the appropriate level of investment in the maintenance and improvement of the system.

ALTERNATIVES: Stay with the existing method of rate adjustment.

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	Revised Ordinance 2nd Reading
<input type="checkbox"/> Addendum	Water/Watswater Rates
<input type="checkbox"/> Addendum	Reuse Rate ordinance
<input type="checkbox"/> Addendum	Stormwater rate ordinance
<input type="checkbox"/> Ordinance	Strike- Add Draft Version Water Sewer
<input type="checkbox"/> Ordinance	Strike- Add Draft Version Stormwater
<input type="checkbox"/> Ordinance	Strike- Add Draft Version Reuse water

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WHEREAS, Utility operations are fully funded through an approved rate structure and as operational and capital costs increase or decrease, rates should be adjusted to ensure financial sustainability of the utility; and

WHEREAS, in order to maintain long term financial stability, rates should be adjusted annual based on projected changes in the cost of supplies, materials, labor, and contractual services which costs changes in these categories are captured by the federal government and published in various Consumer Price Indices (CPI's); and

WHEREAS, revenues and costs can be forecast based upon cost indices impacting our expenses and the needs of the capital plan; and

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.

44
45 **SECTION 2. Amendment of City Code.** Part II, “Code of Ordinances”, Chapter 26,
46 “Water, Sewers and City Utilities”, Section 26-9 of the City of Boynton Beach Code of
47 Ordinances be, and the same are hereby amended as follows:
48

49 **Sec. 26-9. Water and wastewater rates and charges.**

50 The monthly rates and charges for water and wastewater shall be reviewed annually by the
51 Utilities Management and the rates set by the Commission during the annual budget process.
52 Such rates shall become effective on October 1 of each year. Unless otherwise agreed, rates
53 for customers outside the city are set 25% higher.
57

58 The maximum sewer commodity charge for residential customers (in city or outside city)
59 will be based upon a maximum sewer usage of seven thousand (7,000) gallons per month.
60 Commercial accounts will be billed sewer charges based upon total water usage.
61

62 For multi-family buildings and commercial buildings(in city or outside city) in which
63 several units are serviced by a single meter, the base facility charge per meter shall be
64 calculated by multiplying the number of units times the standard base charges for water,
65 sewer and stormwater. The billing for consumption shall similarly be calculated by dividing
66 the total monthly consumption for each meter by the number of units, in order to determine
67 the billing rate and amount per unit which is then multiplied by the number of units on each
68 meter. Billing for utility services for multi-unit parcels shall commence on the first day that
69 either a sewer connection is made or a water meter is set in place.
70

71 If the utility account is temporarily disconnected, there shall continue to be a minimum
72 charge for water and wastewater billed monthly and calculated at the base rate for the
73 applicable billing category.
74
75
76

77 **SECTION 3. Amendment of City Code.** Part II, “Code of Ordinances”, Chapter 26,
78 “Water, Sewers and City Utilities”, Section 26-508 of the City of Boynton Beach Code of
79 Ordinances be, and the same are hereby amended as follows:
80
81

82 **Sec. 26-508. Fees, rates and charges.**

- 83
84 (a) Charges for reclaimed water use will be based on metered flows and will be billed on a
85 monthly basis per one thousand (1,000) gallons in accordance with the approved rate
86 schedule.
87

88 The monthly rates and charges for water and wastewater shall be reviewed annually by
89 the Utilities Management and the rates set by the Commission during the annual budget
90 setting process. Such rates shall become effective on October 1 of each year.
91

(b) Meter installation charges and deposits, when applicable, shall be as listed in Chapter 26, Article 1 of the City Code of Ordinances.

SECTION 4. Amendment of City Code. Part II, “Code of Ordinances”, Chapter 26, “Water, Sewers and City Utilities”, Section 26-403 of the City of Boynton Beach Code of Ordinances be, and the same are hereby amended as follows:

Sec. 26-403. Schedule of rates.

(a) The Director is directed to prepare a list of lots and parcels within the city and assign a classification of residential, nonresidential or undeveloped to each lot or parcel.

(b) The monthly charge per ERU for all improved properties within the City of Boynton Beach corporate limits shall be set by commission. The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget setting process. Such rates shall become effective on October 1 of each year.

(c) The fee imposed for residential properties shall be the rate for one ERU multiplied by the number of individual dwelling units existing on the property (ERU rate) (number of dwelling units).

(d) The fee imposed for nonresidential properties as defined herein shall be the rate for one ERU for each 1,937 square feet of impervious area.

(e) The Director shall be responsible for determining the impervious area based on data supplied by the county property appraiser, or by the property owner, tenant or developer if such information is unavailable. The Director may require additional information as necessary to make the determination. The billing amount shall be updated by the Director based on any additions or deletions to the impervious area as approved through the building permit process.

(f) The minimum fee for any nonresidential parcel shall be equal to the rate for one ERU.

(g) There shall be no fee for undeveloped property.

(h) For a period of two years commencing January 1, 2010 and ending December 31, 2011, a \$0.25 per ERU per month surcharge shall be collected to fund a five-year fresh water canal aquatic vegetation removal and control program. The surcharge funds collected shall be deposited in a separate “fresh water canal maintenance account” account in the stormwater utility enterprise fund.

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

130 not affect the remainder of this Ordinance.

131 **Section 6.** It is the intention of the City Commission of the City of Boynton
132 Beach that the provisions of this Ordinance shall become and be made a part of the Code
133 of Ordinances of the City of Boynton Beach, Florida. The Sections of this Ordinance may
134 be renumbered, re-lettered and the word "Ordinance" may be changed to "Section",
135 "Article" or such other word or phrase in order to accomplish such intention.

136 **Section 7.** This Ordinance shall become effective September 30, 2018.

137
138 **FIRST READING** this ____ day of _____, 2018.
139

140 **SECOND, FINAL READING AND PASSAGE** this ____ day of _____,
141 2018.

142
143 CITY OF BOYNTON BEACH, FLORIDA

144		YES	NO
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146			
147	Mayor – Steven B. Grant	_____	_____
148			
149	Vice Mayor – Christina L. Romelus	_____	_____
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151	Commissioner – Mack McCray	_____	_____
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153	Commissioner – Justin Katz	_____	_____
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155	Commissioner – Joe Casello	_____	_____
156			

157			
158		VOTE	_____

159 ATTEST:

160
161
162 _____
163 Judith A. Pyle, CMC
164 City Clerk

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166
167
168 (Corporate Seal)
169

Sec. 26-9. Water and wastewater rates and charges.

The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget process. Such rates shall become effective on October 1 of each year. Unless otherwise agreed rates for customers outside the city are set 25% higher.

The maximum sewer commodity charge for residential customers (in city or outside city) will be based upon a maximum sewer usage of seven thousand (7,000) gallons per month. Commercial accounts will be billed sewer charges based upon total water usage.

For multi-family buildings and commercial buildings (in city or outside city) in which several units are serviced by a single meter, the base facility charge per meter shall be calculated by multiplying the number of units times the standard base charges for water, sewer and stormwater. The billing for consumption shall similarly be calculated by dividing the total monthly consumption for each meter by the number of units, in order to determine the billing rate and amount per unit which is then multiplied by the number of units on each meter. Billing for utility services for multi-unit parcels shall commence on the first day that either a sewer connection is made or a water meter is set in place.

If the utility account is temporarily disconnected, there shall continue to be a minimum charge for water and wastewater billed monthly and calculated at the base rate for the applicable billing category.

(Ord. No. 90-35, § 3, 9-18-90; Ord. No. 94-30, § 1, 9-20-94; Ord. No. 00-54, § 3, 10-17-00; Ord. No. 02-045, § 3, 8-20-02; Ord. No. 07-023, §§ 2, 3, 9-2-07; Ord. No. 09-019, §§ 3, 4, 4-21-09; Ord. No. 09-037, § 2, 8-4-09; Ord. No. 11-022, § 2, 10-4-11)

***Note**-See the editor's note following § 26-8.*

Sec. 26-508. Fees, rates and charges.

(a) Charges for reclaimed water use will be based on metered flows and will be billed on a monthly basis per one thousand (1,000) gallons in accordance with the approved rate schedule.

The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget process. Such rates shall become effective on October 1 of each year.

(b) Meter installation charges and deposits, when applicable, shall be as listed in Chapter 26, Article 1 of the City Code of Ordinances.

Sec. 26-403. Schedule of rates.

(a) The Director is directed to prepare a list of lots and parcels within the city and assign a classification of residential, nonresidential or undeveloped to each lot or parcel.

(b) The monthly charge per ERU for all improved properties within the City of Boynton Beach corporate limits shall be set by commission. The monthly rates and charges for shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget process. Such rates shall become effective on October 1 of each year.

(c) The fee imposed for residential properties shall be the rate for one ERU multiplied by the number of individual dwelling units existing on the property (ERU rate) (number of dwelling units).

(d) The fee imposed for nonresidential properties as defined herein shall be the rate for one ERU for each 1,937 square feet of impervious area.

(e) The Director shall be responsible for determining the impervious area based on data supplied by the county property appraiser, or by the property owner, tenant or developer if such information is unavailable. The Director may require additional information as necessary to make the determination. The billing amount shall be updated by the Director based on any additions or deletions to the impervious area as approved through the building permit process.

(f) The minimum fee for any nonresidential parcel shall be equal to the rate for one ERU.

(g) There shall be no fee for undeveloped property.

((Ord. No. 93-72, § 1, 12-21-93; Ord. No. 94-31, § 2, 10-18-94; Ord. No. 00-14, § 2, 6-6-00; Ord. No. 02-12, § 2, 4-2-02; Ord. 09-047, § 2, 12-15-09)

Secs. 26-1—26-6. Reserved.

Sec. 26-7. Lien for unpaid charge; liability for charges.

(a) *Lien when customer is owner of property.* In addition to any other remedy provided in this chapter, when the customer is the owner of the property, the city shall have a lien against the property serviced for any and all unpaid fees and charges authorized for the city's water, sewer, stormwater, reclaimed water system. The city may record the lien in the public records of Palm Beach County, Florida. The lien shall be coequal with the lien of all county and municipal taxes, superior in dignity to all other liens, titles and claims, until paid. Such lien when delinquent for more than 30 days may be foreclosed by the city in the manner provided by the laws of Florida for the foreclosure of mortgages on real property. The city shall be entitled to recover costs and a reasonable attorney's fee incurred in foreclosing any such lien. No change of occupancy or ownership shall affect the lien.

(b) *Lien when customer is tenant.* When the customer is a tenant, the city shall have a lien against the leasehold interest and the tenant's personal property on the premises for all unpaid fees and charges. The city may record the lien in the public records of Palm Beach County, Florida. The lien shall be coequal with the lien of all county and municipal taxes, superior in dignity to all other liens, titles and claims, until paid. The city shall be entitled to recover costs and a reasonable attorney's fee incurred in foreclosing any such lien. The city shall not impose a lien against the rental property for any unpaid utility charges incurred by a former occupant except to the extent that the present tenant or owner directly benefited from the services provided to the former occupant. It is presumed that a property owner benefit from the city providing utilities to the former occupant unless the property owner following the city's notice of intent to file a lien, submits an affidavit and supporting documents to the city establishing the following, when applicable:

- (1) The lease agreement, in effect during the time period the delinquency accrued, contained a provision or addendum which required the tenant/former occupant to pay the utilities; and
- (2) The property owner had no knowledge that utility payments were in arrears;
- (3) The property owner received no rent payment during the time period the delinquency accrued; and
- (4) The property owner did not have a security deposit or the security deposit was applied to delinquent rent; and
- (5) Prior to the time period the delinquency accrued, the property owner legally conveyed all of his/her/its interest in the respective property to an unassociated individual or entity.

The owner of a rental unit shall be responsible for all fees and charges for the rental property until such time as the tenant applies for service and tenders the required deposit. Any charges prior to the current tenant's application and deposit and subsequent to the former tenant's termination shall be the responsibility of the owner. The city shall have a lien against the property serviced for all unpaid fees and charges during the period of the owner's responsibility as stated in subsection (a) of this section.

(c) *Liability for charges; civil actions.* The customer applying for utility service shall be personally liable to the city for the payment of all fees and charges. In addition to all other

remedies, including the lien and foreclosure remedies set forth in (a) and (b) above, the city shall have the authority to recover from the customer in a civil legal action all unpaid fees, charges and penalties and the costs and a reasonable attorney's fee incurred in any such action, including those incurred while on appeal. Additionally, the customer shall be liable for any administrative costs the city incurs in collection of the account.

(d) An administrative fee of \$125.00 shall be charged to the customer whenever the city records a lien against the property serviced for unpaid water, sewer, stormwater, reclaimed water rates, fees and charges.

(Ord. No. 16-005, § 3, 3-1-16)

Sec. 26-8. Water and sewer connection, deposit and service charges.

There is hereby established a fee structure for water and sewer service, field visits, meter connections and deposits, and miscellaneous services as set forth below:

Field Visit Services Charge Per Occurrence

Field visit (Including, but not limited to: initial read on, initial read shut, final read on, final read shut, temporary disconnects, non-emergency shut off for repair, customer requested meter locates, and installation, movement, or removal of hydrant/construction meters.)	\$20
Turn-on after hours	\$55
Turn-off after hours	\$55
Meter test (Based on meter size)*	
3/4"	\$130
1"	\$150
1 1/2"	\$206
2"	\$230
3" and above	\$515
Re-read* (customer request)	
Residential	\$30
Commercial/Multi-Family	\$40
Water shut-off charge for non-payment	\$40
Labor charge for meter upgrades	\$60
Flow test*	\$30
Dishonored checks	\$25
Late payment	\$10

*No charge if meter error, city's error, or substandard flow rate is detected. Any adjustments to the utility bill will be no more than three (3) months.

Customer Tampering/Damages

The Utilities Department is authorized to collect expenses for damages to meters/service by customers. If damages result from tampering, a per hour rate for staff time and material will be applied. All charges will be assessed to the account where tampering/damages occurred.

Charge Per Occurrence

Unauthorized reconnection of service \$150

Pulled meter / reinstallation (In addition to the unauthorized reconnection of service charge for instances in which unauthorized connections cannot be securely disconnected due to tampering and/or damages or inability to lock the meter.) \$50

Field Visit Services Charge Per Occurrence

Illegal meter bypass (For theft of service after meter has been pulled or if jumper lines are used around existing meter. This charge may be applied alone or in addition to other tampering charges.) \$150

<i>Meter Connection Charges</i>			
<i>Meter Size (in inches)</i>	<i>Inside City</i>	<i>Outside City</i>	<i>Deposit</i>
5/8 and 3/4	\$220	\$275	\$100
1	\$255	\$315	\$125
1 1/2	\$455	\$565	\$250
2	\$530	\$660	\$400
3	Furnished and installed by and at the expense of customer		\$750
4	Furnished and installed by and at the expense of customer		\$1,250
6	Furnished and installed by and at the expense of customer		\$2,500
8	Furnished and installed by and at the expense of customer		\$4,000

<i>Construction Meters</i>		
<i>Meter Size (in inches)</i>	<i>Penalty for Nonread/month</i>	<i>Deposit</i>

3/4	\$25	\$100
1	\$25	\$100
1 1/2	\$25	\$200
2	\$25	\$200
Hydrant meter	\$150	\$600

If the customer requests to increase the size of his water meter to a size greater than originally installed, the customer shall pay only the differential cost between the original meter and the cost of the new meter for both the connection and deposit charges.

(Ord. No. 90-35, § 2, 9-18-90; Ord. No. 02-045, § 2, 8-20-02; Ord. No. 09-019, § 2, 4-21-09; Ord. No. 12-007, § 2, 6-5-12)

Editor's note-Ord. No. 90-35, §§ 2, 3, adopted Sept. 18, 1990, provided for the inclusion of provisions pertaining to water and sewer service charges and monthly rates. Such provisions, designated as §§ 26-36 and 26-37, have been redesignated by the editor as §§ 26-8 and 26-9, for purposes of classification.

Sec. 26-8.1 Water and sewer deposits; accounts, credits, termination and re-connection.

(a) *Accounts.* All utility deposits collected by the city pursuant to this chapter shall be maintained in a non-interest bearing account.

(b) *Credits on deposits for residential customers.* On December 1st of each year the city will refund utility deposits to residential customers who have maintained a consecutive twelve (12) month satisfactory payment record and have established services for a consecutive twenty-four (24) month period. Accounts classified as commercial are not eligible for refunds described in section (b) hereof prior to termination of service. For purposes of this section a "satisfactory payment record" shall mean that the customer:

- (1) Has not made more than one late payment after the expiration of 30 days from the date of mailing.
- (2) Has not paid with a check refused by the bank.
- (3) Has not been disconnected for non-payment.
- (4) Has not tampered with the meter.
- (5) Has not used service in a fraudulent or unauthorized manner.

Notwithstanding the foregoing, if subsequent to the refund of the deposit to the residential customer, the customer shall become delinquent for a period in excess of 30 days the city may require the customer to pay a new deposit within 15 days of written notice. Said deposit shall also be subject to refund in accordance with the provisions of this section.

(c) *Termination of service.* Upon termination of service the deposit, if not already refunded to the customers account, shall be credited against the final bill and the balance, if any, shall be returned to the customer in the form of a check.

(d) *Re-connection.* Customer shall be required to place a new deposit on account according to the then current rate upon reconnection to the city system.

(e) Billing for utility service for parcels that will receive both water and sewer service shall commence on the first day that either a sewer connection is made, or the water meter is set in place. Billing for parcels receiving sewer service shall commence on the day that the sewer service line is connected to the City's utility system. For initial billing periods of less than thirty (30) days, the base facility charge will be pro-rated by multiplying the standard base facility charge by the number of days the service was provided, and then dividing by thirty (30).

(f) *Base facility charge.* The base facility charge is defined as the monthly base fee charged per unit that shall be levied upon the initiation of service. The base facility charge is used to defray those non-consumption related operational expenses such as salaries, debt service, meter reading, billing and maintenance activities associated with the City's utility department, that are incurred regardless of water usage.

(g) *Temporary account activation for purpose of property inspection.* Customer shall be required to open a new account including a deposit under current rates. All charges will be applied in same manner as they are for all new accounts.

(Ord. 95-32, § 1, 9-19-95; Ord. No. 00-54, § 2, 10-17-00; Ord. No. 12-007, § 3, 6-5-12)

Sec. 26-8.2 Water Service/Annexation Agreements.

The City Manager or Utilities Director is authorized to execute individual Owner Water Service/Annexation Agreements. The Release of a Water Service/Annexation Agreement requires City Commission approval.

(Ord. No. 17-006, § 2, 2-21-17)

Sec. 26-9. Water and wastewater rates and charges.

The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget setting process. Such rates shall become effective on October 1 of each year. Unless otherwise agreed rates for customers outside the city are set 25% higher.

The maximum sewer commodity charge for residential customers (in city or outside city) will be based upon a maximum sewer usage of seven thousand (7,000) gallons per month. Commercial accounts will be billed sewer charges based upon total water usage.

For multi-family buildings (in city or outside city) in which several dwelling units are serviced by a single meter, the base facility charge per meter shall be calculated by multiplying the number of dwelling units times the standard base charges for water, sewer and stormwater. The billing for consumption shall similarly be calculated by dividing the total monthly consumption for each meter by the number of dwelling units, in order to determine the billing rate and amount per dwelling which is then multiplied by the number of units on each meter. Billing for utility

services for multi-family parcels shall commence on the first day that either a sewer connection is made or a water meter is set in place.

If the utility account is temporarily disconnected, there shall continue to be a minimum charge for water and wastewater billed monthly and calculated at the base rate for the applicable billing category.

(Ord. No. 90-35, § 3, 9-18-90; Ord. No. 94-30, § 1, 9-20-94; Ord. No. 00-54, § 3, 10-17-00; Ord. No. 02-045, § 3, 8-20-02; Ord. No. 07-023, §§ 2, 3, 9-2-07; Ord. No. 09-019, §§ 3, 4, 4-21-09; Ord. No. 09-037, § 2, 8-4-09; Ord. No. 11-022, § 2, 10-4-11)

***Note**-See the editor's note following § 26-8.*

DRAFT

Sec. 26-403. Schedule of rates.

(a) The Director is directed to prepare a list of lots and parcels within the city and assign a classification of residential, nonresidential or undeveloped to each lot or parcel.

(b) The monthly charge per ERU for all improved properties within the City of Boynton Beach corporate limits shall be set by commission. The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget setting process. Such rates shall become effective on October 1 of each year.

(c) The fee imposed for residential properties shall be the rate for one ERU multiplied by the number of individual dwelling units existing on the property (ERU rate) (number of dwelling units).

(d) The fee imposed for nonresidential properties as defined herein shall be the rate for one ERU for each 1,937 square feet of impervious area.

(e) The Director shall be responsible for determining the impervious area based on data supplied by the county property appraiser, or by the property owner, tenant or developer if such information is unavailable. The Director may require additional information as necessary to make the determination. The billing amount shall be updated by the Director based on any additions or deletions to the impervious area as approved through the building permit process.

(f) The minimum fee for any nonresidential parcel shall be equal to the rate for one ERU.

(g) There shall be no fee for undeveloped property.

(h) For a period of two years commencing January 1, 2010 and ending December 31, 2011, a \$0.25 per ERU per month surcharge shall be collected to fund a five-year fresh water canal aquatic vegetation removal and control program. The surcharge funds collected shall be deposited in a separate "fresh water canal maintenance account" account in the stormwater utility enterprise fund.

(Ord. No. 93-72, § 1, 12-21-93; Ord. No. 94-31, § 2, 10-18-94; Ord. No. 00-14, § 2, 6-6-00; Ord. No. 02-12, § 2, 4-2-02; Ord. 09-047, § 2, 12-15-09)

Sec. 26-508. Fees, rates and charges.

(a) Charges for reclaimed water use will be based on metered flows and will be billed on a monthly basis per one thousand (1,000) gallons in accordance with the approved rate schedule.

The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget setting process. Such rates shall become effective on October 1 of each year.

(b) Meter installation charges and deposits, when applicable, shall be as listed in Chapter 26, Article 1 of the City Code of Ordinances.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-016 - SECOND

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. **(TABLED - STAFF RECOMMENDS ITEM REMAIN TABLED)**

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: 8/21/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-017 - SECOND

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. **(TABLED -- STAFF RECOMMENDS ITEM REMAIN TABLED)**

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

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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

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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: 8/21/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-021 – FIRST

READING - An ordinance amending Chapter 10, section 10-30 of the City Code approving a rate increase in residential single family and multi-family garbage rates for fiscal year 2018-19, 2019-20 and 2020-21.

EXPLANATION OF REQUEST:

The City of Boynton Beach is committed to providing high quality, reliable solid waste service at the lowest possible rates for its citizens. It is critically important for the City to continually maintain, repair, and improve the assets it holds and to keep pace with ever increasing operating costs.

Since fiscal year 2015-16 the Solid Waste Division has seen significant increases in personnel & benefit costs, waste disposal fees, vehicle service costs, vehicle replacement costs, and unexpected costs associated with post closure activities at the City's former landfill.

As such staff is requesting a multiyear phased increase to the residential solid waste fees. The purpose of the increase is to cover the following items:

- Addition of two (2) heavy equipment operators.
- Purchase of Solid Waste vehicles by switching from a 7-year to a 4-year replacement cycle.
- Replace/repair aging carts, dumpsters, and roll off containers.
- Pay for expenditures to close out the City's old landfill.
- Pay for increase waste disposal fees.
- Replenish reserves in the Solid Waste fund.

In addition the Solid Waste Division has experienced an eleven (11%) percent increase in personnel & benefit costs since 2015-16 based on personnel raises and pension expenditures, coupled with rising health insurance costs.

At the same time the Solid Waste Division has realized a fifteen (15%) increase in waste disposal fees. Partly due to the Solid Waste Authority (SWA) raising their disposal rate from \$42/ton up to \$43/ton in 2017. In addition the Solid Waste Division has experienced an increase in total tons of refuse collected. This can be contributed to population growth and increased waste generation per person/family.

In 2014 the City's long term commitment to manage the former landfill was coming to a close and in 2015 the City began the closeout process. The Solid Waste Division has been diligently working on achieving this goal, but has incurred unexpected expenditures related to this process. Over the last four (4) years the City averaged \$255,000 annual and was recently notified the Florida Department of Environmental Protection (FDEP) has objected to the City's closeout request. At this time the Solid Waste Division has budgeted \$333,400 to cover this unexpected expense, but absent final acceptance by FDEP, staff expects additional expenditures until formal closeout.

During the economic turn down as part of the City's strategy to balance the budgets, a decision was made to extend the life expectancy of the Solid Waste fleet from four (4) years to seven (7) years. Although this strategy worked in the short term the long term effect is only now being realized as the Solid Waste Division has experienced a fifteen (15%) percent increase in vehicle service costs as well as an average of sixty-two (62%) percent increase in the vehicle replacement costs over the last three years.

Based on the increased costs outlined above and the current condition of Solid Waste fund reserves staff requests a multi-year rate increase.

Fiscal Year	Single Family	Multi-Family	Net Change
2017-18	\$16.00	\$12.75	Current Rate
2018-19	\$17.00	\$13.75	\$1.00
2019-20	\$17.50	\$14.25	\$0.50
2020-21	\$18.00	\$14.75	\$0.50

Additionally, staff have reviewed the current rates from other municipalities with solid waste operations and the City of Boynton Beach will be on the lower to mid-range of rates even after the proposed rate increase.

Municipality	Single Family	Multi-family
City of Boca Raton	\$16.90	\$10.25
City of West Palm Beach	\$18.85	\$18.46
City of Lake Worth	\$20.48	\$20.48

Note the City of Boca Raton and City of West Palm Beach are both contemplating rate increases for upcoming fiscal year ranging from \$0.70 to \$1.00 for single family and \$0.40 to \$1.00 for multi-family.

In conclusion the proposed rates will ensure the Solid Waste Division collects sufficient revenue to cover fixed expenses, to fund landfill expenditures, fund ongoing repair and replacement of the solid waste vehicles, and increase reserves used to maintain reliable service in future years.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

Currently the Solid Waste Division provides garbage pick up twice per week and once per week for bulk & vegetation for residential accounts.

Absent additional revenues to the Solid Waste Division, alternative delivery models may need to be considered.

FISCAL IMPACT: Non-budgeted

According to Government Finance Officers Associations (GFOA) a minimum reserve fund balance should be equivalent to three (3) months regular, ongoing operating expenses including transfers out.

The proposed rate increase for single family and multi-family rates will provide additional revenue as follows:

Fiscal Year	Additional Revenue
2018-19	\$460,000
2019-20	\$230,000
2020-21	\$230,000

ALTERNATIVES:

Do not approve the rate increase and continue the status quo.

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 solid waste rates

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ORDINANCE NO. 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 10 OF THE CITY’S CODE OF ORDINANCES, “GARBAGE, TRASH AND OFFENSIVE CONDITIONS,” ARTICLE II, “REFUSE, GARBAGE AND TRASH”, SECTION 10-30, “RATES AND CHARGES FOR CITY SERVICE” ALLOWING FOR SOLID WASTE RATE INCREASE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, since fiscal year 2015-16 the Solid Waste Division has seen significant increases in personnel & benefit costs, waste disposal fees, vehicle service costs, vehicle replacement costs and unexpected costs associated with post closure activities at the City’s former landfill; and

WHEREAS, staff is requesting a multiyear phased increase to the residential solid waste fees to cover the cost of two additional heavy equipment operators; purchase solid waste vehicles by switching from a 7-year to a 4-year replacement cycle; replacement of aging carts, dumpsters and roll off containers; paying for expenditures to close out the City’s landfill; paying for increased waste disposal fees and replenishing reserves in the Solid Waste fund; and

WHEREAS, the City Commission finds the adoption of the proposed ordinance is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Boynton Beach.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMISSION OF THE CITY OF BOYNTON BEACH FLORIDA, THAT:

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

Section 2. Chapter 10, Garbage, Trash and Offensive Conditions, Article II, Refuse, Garbage and Trash, Section 10-30 is amended as follows:

ARTICLE II. REFUSE, GARBAGE AND TRASH*

...

Sec. 10-30. Rates and charges for City service.

The rates and charges for refuse collection service provided by the City shall be as follows:

- 37 (a) *Commercial containerized, excluding multifamily residential units:*
38 (1) Monthly commercial charges shall consist of a total of the following three (3) items:
39 a. Rental charge - The charge assessed to account for expenses related to the provision
40 of commercial refuse containers. The Public Works Director shall annually adjust the
41 container rental fee based upon changing market prices of new containers.
42 b. Disposal charge-A fixed disposal charge as set and modified from time to time by
43 the Palm Beach County Solid Waste Authority. This price shall be passed on to the customer
44 directly.
45 c. Operating charge-A fixed charge per cubic yard to cover all other labor and
46 equipment hauling expenses and charges of the Solid Waste Department. The rate in 2014 -
47 2015 will be fixed at four dollars (\$4.00) per cubic yard and shall be increased annually
48 thereafter based upon changes to operating expenses at the discretion of the Public Works
49 Director at the beginning of each fiscal year, or as otherwise provided by the City
50 Commission.
51 (2) Partial monthly service will be charged on a prorated basis, based on the rates in
52 subsection (1a.) above.
53 (3) Mechanical compressed or compactor refuse shall have the disposal rate computed at
54 a three-to-one (3:1) ratio of the disposal rates set forth in subsection (1b.) above. Containers
55 with compactors shall be furnished by the owner, therefore, no rental cost shall be charged.
56 (b) *Noncontainerized commercial service:* Refuse picked up from residential type cans at
57 commercial establishments shall have their level of service negotiated by the Public Works
58 Department.
59 (c) *Collection rates:*
60

Fiscal Year	Single-Family	Multi-Family
FY 2017-18	\$16.00	\$12.75
FY 2018-19	\$17.00	\$13.75
FY 2019-20	\$17.50	\$14.25
FY 2020-21	\$18.00	\$14.75

- 61
62 (d) *Roll-off rates.* Rates for roll-off dumpsters for construction and demolition debris shall
63 be established and modified from time to time by the Director of Public Works based upon
64 private markets conditions.
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- 68 Section 3. Each and every other provision of Chapter 10, not herein specifically
69 amended shall remain in full force and effect as previously enacted.

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

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

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

76 Section 7. This ordinance shall become effective immediately upon its passage and
77 adoption.

78 **FIRST READING** this ____ day of _____, 2018.

79
80 **SECOND, FINAL READING AND PASSAGE** this _____ day of
81 _____, 2018.

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83	CITY OF BOYNTON BEACH, FLORIDA	
84		YES NO
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86	Mayor – Steven B. Grant	_____
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88	Vice Mayor – Christina L. Romelus	_____
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90	Commissioner – Mack McCray	_____
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92	Commissioner – Justin Katz	_____
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94	Commissioner – Joe Casello	_____
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97		VOTE
98	ATTEST:	_____
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102 _____
103 Judith A. Pyle, CMC
104 City Clerk
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107 (Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

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:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/21/2018

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: 8/21/2018

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:
