The City of

Boynton Beach



City Commission Agenda

Tuesday, October 16, 2018, 6:30 PM

Intracoastal Park Clubhouse 2240 N. Federal Highway 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 Intracoastal Park Clubhouse, 2240 N. Federal Highway, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner McCray

Roll Call

Agenda Approval:

- 1. Additions, Deletions, Corrections
- 2. Adoption

2. OTHER

- A. Informational items by Members of the City Commission
- B. Presentation of Plaque and Recognition of Joe Casello as Commissioner for District 4.

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

- A. Proclaim the Month of October as Walk to End Alzheimer's Month. Shenetria Moore who is the West Palm Beach Walk to End Alzheimer's Co- Chair, will accept the proclamation from Mayor Grant.
- B. Proclaim the week of October 15-19, 2018 as Poverty Awareness Week in the City of Boynton Beach. Mr. Ontario "OJ" Johnson will be accepting the proclamation.
- C. Announce that Palm Beach County Property Appraisers office will be manning a table at the Senior Center to provide Boynton Beach residents with information on how to file for Homestead Exemption from 1:30pm 2:30pm on the following dates:

Tuesday, November 13, 2018; and Tuesday, December 11, 2018

- D. Announce the change in the date for the regularly scheduled November 6th Commission meeting to Wednesday, November 7th at 6:30 PM.
- E. Announcement of the 7th Annual Boynton Beach Pirate Fest and Mermaid Splash.
- F. Announcement of 3CMA Award received for the City's 2018 Calendar.
- G. Justin Katz, CTA President has requested to address the commission regarding the School District referendum.

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:

Building Board of Adjustments & Appeals: 1 Reg and 2 Alts

Education and Youth Advisory Bd: 2 Stu Historic Resource Preservation Bd: 1 Reg

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. R18-148** Approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report and Authorize the Mayor or his designee to sign the Certification to Accompany the report.
- B. **PROPOSED RESOLUTION NO. R18-149** Approve and authorize the signing of an Interlocal Agreement with the Palm Beach County Supervisor of Election for vote processing equipment use and election services.
- C. PROPOSED RESOLUTION NO. R18-150 Authorize the City Manager to Authorize the City Manager to apply for and sign all documents with Florida Department of Transportation (FDOT) State Safety Office associated with the grant acceptance and grant agreement in the amount of \$15,000, subject to the approval of the City Attorney for the Boynton Beach Occupant Protection & Child Passenger Safety Program.apply for and sign all documents with Florida Department of Transportation (FDOT) State Safety Office associated with the grant acceptance and grant agreement in the amount of \$15,000, subject to the approval of the City Attorney for the Boynton Beach Occupant Protection & Child Passenger Safety Program.
- D. **PROPOSED RESOLUTION NO. R18-151** Authorize the City Manager to sign all documents with Florida Department of Transportation (FDOT) State Safety Office associated with the grant acceptance and grant agreement in the amount of \$22,000, subject to the approval of the City Attorney for the Boynton Beach Impaired Driving Enforcement Program.
- E. Approve the issuance of an annual blanket purchase order to Johnson Controls Fire Protection utilizing the Sourcewell a/k/a NJPA Contract #031517-SGL with an estimated annual expenditure of \$60,000 for alarm/sprinkler monitoring, inspections, and services/repairs. The procurement process satisfies the City's competitive bid requirements.
- F. Approve the bid for "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES" # 040-1412-18/MFD to the following three (3) companies Ferguson Enterprises, Fortiline Inc. and Core & Main on a primary, secondary and third vendor basis to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual expenditure of \$85,000.
- G. Approve the purchase of one (1) replacement pavilion at Sara Sims Park utilizing the HGACBuy Contract with the Huston-Galveston Area Council for \$26,554.75. The Huston-Galveston Area Council's procurement process satisfies the City's competitive bid requirements.
- H. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the eleven (11) month period ended August 31, 2018.
- 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 October 16, 2018 - "Request for Extensions and/or Piggybacks."
- J. Legal Expenses September 2018 information at the request of the City Commission. No action required.
- K. Approve the minutes from City Commission meeting held on September 20, 2018.

7. BIDS AND PURCHASES OVER \$100,000

A. Approve utilizing City of Boca Raton, Florida Bid No. 2016-071 with Action Labor Management, LLC d/b/a Staffing Connection of West Palm Beach, Florida, for School Crossing Guard Service, in an estimated annual cost of \$390,000 and authorize the City Manager to sign an

- Agreement with Action Labor Management. The City of Boca Raton's procurement process satisfied the City's competitive bid requirements.
- B. Award Bid No.: 035-2510-18/IT, "Metal Containers and Roll Offs" to Iron Container of Miami, FL, as the lowest responsive and responsible bidder for an estimated annual expenditure of \$150,000. The bid is for a two year period beginning on date of award and can be renewed for three (3) additional one-year terms. This bid will be utilized on an "As Needed Basis".

8. PUBLIC HEARING

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

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

- A. PROPOSED ORDINANCE NO. 18-028 FIRST READING Approve the Cottage District Alley Abandonment (ABAN 18-001) allowing abandonment of the unimproved 15-foot wide alley running east / west from Seacrest Boulevard to NE 1st Street, between NE 4th Avenue and NE 5th Avenue. Applicant: Michael Simon, CRA Executive Director.
- B. **PROPOSED ORDINANCE NO. 18-027- SECOND READING -** Approve Arden Park abandonment (ABAN 18-002) allowing the abandonment of the unimproved, 10.2-foot wide alley running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue. Applicant: Michael Simon, CRA Executive Director.
- C. **PROPOSED ORDINANCE NO. 18-023 THIRD READING** Approve Ordinance for NE 1st Avenue Abandonment (ABAN 18-003) abandoning a portion of the improved 45 foot wide right-of-way running east / west from NE 1st Street, for a distance of approximately 447.09 feet, towards Seacrest Boulevard. Applicant: City of Boynton Beach.
- D. Approve McDonald's Restaurant Conditional Use and Major Site Plan Modification (COUS 18-006 / MSPM 18-008) consisting of the construction of a 4,490 square foot fast food restaurant and associated site improvements at 1701 S. Congress Avenue in the C-3 (Community Commercial) zoning district. Applicant: Edward Ploski, Corporate Property Services, Inc. (Applicant requests that item be tabled to November 7, 2018)
- E. **PROPOSED ORDINANCE NO. 18-029 FIRST READING** Approve 1320 S. Federal Highway Future Land Use Map Amendment (LUAR 18-001) from Office Commercial (OC) to Mixed Use Low (MXL). Applicant: Exsorro One, Inc.
 - **PROPOSED ORDINANCE NO. 18-030 FIRST READING** Approve 1320 S. Federal Highway Rezoning (LUAR 18-001) from C-1, Office Professional to MU-1, Mixed Use 1. Applicant: Exsorro One, Inc.
- F. Approve 1320 S. Federal Hwy. Office Building Major Site Plan Modification (MSPM 18-009) to construct a 10,898 square foot structure and associated site improvements. Applicant: Exsorro One, Inc. (Item should be heard but tabled to November 7th so that final action is taken concurrent with final action taken on the corresponding ordinances)
- G. Approve 1320 S. Federal Hwy. Office Building Height Exception (HTEX 18-001) to construct an office building in a MU-1 (Mixed Use 1) zoning district with architectural features up to 54'-10" in height, 9'-10" above the maximum allowable height. Applicant: Exsorro One, Inc. (Item should be heard but tabled to November 7th so that final action is taken concurrent with final action taken on the corresponding ordinances)
- H. PROPOSED ORDINANCE NO. 18-024 SECOND READING Approve Good Stone Townhomes annexation (ANNEX 18-001) Applicant: Good Stone, LLC.
 - PROPOSED ORDINANCE NO. 18-025 SECOND READING Approve Good Stone

Townhomes Future Land Use Map Amendment (LUAR 18-002) from Palm Beach County's Commercial High with a maximum density of 5 dwelling units/acre (CH/5) to Special High Density Residential (SHDR). Applicant: Good Stone, LLC.

PROPOSED ORDINANCE NO. 18-026 - SECOND READING - Approve Good StoneTownhomes Rezoning (LUAR 18-002) from Palm Beach County's Commercial General (CG) to Infill Planned Unit Development (IPUD). Applicant: Good Stone, LLC.

I. Approve Good Stone Townhomes New Site Plan (NWSP 18-001) to allow construction of a multi-family residential project consisting of four (4), three-story townhomes totaling 12,180 square feet and related site improvements, located on the southeast corner of Federal Highway and Chukker Road. This request is in coordination with applications for Annexation, Future Land Use Amendment, and Rezoning. Applicant: Good Stone, LLC.

9. CITY MANAGER'S REPORT

- A. At the request of Commisioner Casello, discuss options for the future use of the Tennis Center.
- B. Commission discussion on Building Board of Adjustment and Appeals process and the City's Land Development Regulations as related to awnings.

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10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. PROPOSED RESOLUTION NO. R18-152 - Approve and ratify the reopened and amended Articles: Wages, Insurance, and Pension of the Collective Bargaining Agreement between SEIU Florida Public Services Union, CTW, CLC - Blue Collar Unit and the City.

PROPOSED RESOLUTION NO. R18-153 - Approve and ratify the reopened and amended Articles: Wages, Insurance, and Pension of the Collective Bargaining Agreement between SEIU Florida Public Services Union, CTW, CLC - White Collar Unit and the City.

B. **PROPOSED RESOLUTION NO. R18–154** - Authorize the City Manager to sign a State Grant Agreement with the Florida Department of Environmental Protection (FDEP) for an Alternative Reclaimed Water Supply Project for a reimbursement amount of up to \$250,000.

12. LEGAL

- A. **PROPOSED RESOLUTION NO. R18-155** Approve Agreement for Special Magistrate Services and Authorize the City Manager to sign an Agreement for Special Magistrate Services with Carol Ellis, Esquire to be used on an alternate basis.
- B. **PROPOSED ORDINANCE NO. 18-031 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 advocacy and lobbying.

13. FUTURE AGENDA ITEMS

- Commission wants to discuss public safety as it relates to the Town Square Redevelopment TBD
- Staff to bring information concerning the following land parcels for the Commission to review -TBD

Nichols Property Rolling Green Girl Scout Park

C. The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019.

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.



Grant Amount:

COMMISSION MEETING DATE: 10/16/2018 REQUESTED ACTION BY COMMISSION: Call to Order - Mayor Steven B. Grant Invocation Pledge of Allegiance to the Flag led by Commissioner McCray Roll Call Agenda Approval: 1. Additions, Deletions, Corrections 2. Adoption **EXPLANATION OF REQUEST:** HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? FISCAL IMPACT: Non-budgeted **ALTERNATIVES:** STRATEGIC PLAN: STRATEGIC PLAN APPLICATION: **CLIMATE ACTION: No CLIMATE ACTION DISCUSSION:** Is this a grant? No



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



REQUESTED ACTION BY COMMISSION: Presentation of Plaque and Recognition of Joe Casello as Commissioner for District 4.

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:



REQUESTED ACTION BY COMMISSION: Proclaim the Month of October as Walk to End Alzheimer's Month. Shenetria Moore who is the West Palm Beach Walk to End Alzheimer's Co- Chair, will accept the proclamation from Mayor Grant.

EXPLANATION OF REQUEST:

The City of Boynton Beach recognizes the efforts of the Alzheimer's Association and their annual Walk To End Alzheimer's, held this year on Saturday October 20, 2018 at Meyer Amphitheatre to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The Alzheimer's Association is a member of the City's Inclusion Support Team. The ADA Coordinator works closely with the Association to provide educational programs for the public and to provide healthy and enriching activities at the Boynton Beach Senior Center.

The City's water tower will be lit purple tonight and on October 20th to honor those fighting Alzheimer's disease and bring greater awareness to our community.

Grant Amount:	
Is this a grant? No	
CLIMATE ACTION DISCUSSION:	
CLIMATE ACTION: No	
STRATEGIC PLAN APPLICATION:	
STRATEGIC PLAN:	
ALTERNATIVES: N/A	
FISCAL IMPACT: Non-budgeted N/A	
disease and bring greater awareness to our community.	

ATTACHMENTS:

Type

Proclamation

Description

Proclamation

City of Boynton Beach

Proclamation

WHEREAS, over 5.7 million Americans are living with Alzheimer's disease; included in this number are an estimated 540,000 individuals in the State of Florida of which an estimated 47,000 reside in Palm Beach County; and

WHEREAS, every 66 seconds, someone in the United States develops Alzheimer's disease; and

WHEREAS, in 2018 in the United States, 16.1 million caregivers provided an estimated 18.4 billion hours of unpaid care valued at more than 232 billion dollars; in Florida, over 1.1 million caregivers provided over 1 billion hours of unpaid care valued at an estimated 16 billion dollars; and

WHEREAS, Alzheimer's disease is the most expensive disease in the United States and in 2018 the direct costs to American society will total an estimated 277 billion dollars; and

WHEREAS, the State of Florida and City of Boynton Beach recognize the efforts of the Alzheimer's Association and their annual Walk To End Alzheimer's held this year on Saturday October 20, 2018 at Meyer Amphitheatre to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers; and

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

Walk to End Alzheimer's Month

And I congratulate all participants who have participated in raising awareness in our community through the Annual Walk to End Alzheimer's in the City of West Palm Beach on Saturday, October 20, 2018.

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 16th day of October Two Thousand Eighteen.

Steven B.	Grant, Mayor	
ATTEST:		
Judith A.	Pyle, CMC	
City Clerl	•	



REQUESTED ACTION BY COMMISSION: Proclaim the week of October 15-19, 2018 as Poverty Awareness Week in the City of Boynton Beach. Mr. Ontario "OJ" Johnson will be accepting the proclamation.

proclamation.	
EXPLANATION OF REQUEST:	
HOW WILL THIS AFFECT CITY PROGRAMS OR S	ERVICES?
FISCAL IMPACT:	
ALTERNATIVES:	
STRATEGIC PLAN:	
STRATEGIC PLAN APPLICATION:	
CLIMATE ACTION: No	
CLIMATE ACTION DISCUSSION:	
Is this a grant? No	
Grant Amount:	
ATTACHMENTS:	
Туре	Description
Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, Circles of Palm Beach County a program of Pathways to Prosperity is a part of a national movement to end poverty; and

WHEREAS, Circles of Palm Beach County is promoting Poverty Awareness Week to increase awareness to issues related to low-income families in our community; and

WHEREAS, throughout the week, community members will have an opportunity to participate in a variety of activities and commit to challenges that will bring them face to face with the barriers that impoverished people in our city experience on a daily basis; and

WHEREAS, the challenges include watching films illustrating society's everyday struggle with poverty, eating on \$4.50 cents per day, taking public transportation for an entire day and participating in a real life poverty simulation; and

WHEREAS, Circles of Palm Beach County will convene participants who took the challenge to discuss their experience and encourage individuals to get involved with Circles to fight poverty throughout Palm Beach County.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim October 15-19, 2018 as:

Poverty Awareness Week

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 16th day of October Two Thousand Eighteen.

Steven B. Grant, Mayor	
ATTEST:	
Judith A. Pyle, CMC City Clerk	



REQUESTED ACTION BY COMMISSION:

Announce that Palm Beach County Property Appraisers office will be manning a table at the Senior Center to provide Boynton Beach residents with information on how to file for Homestead Exemption from 1:30pm - 2:30pm on the following dates:

Tuesday, November 13, 2018; and Tuesday, December 11, 2018

EXPLANATION OF REQUEST:

PBC Property Appraisers office has offered this outreach in prior years at the Library. As a result of the move into temporary facilities the library was unable to accommodate them this year but Recreation has been able to provide them space at the Senior Center.

This outreach is to provide Boynton Beach residents with information on filing Homestead Exemption and related information. PBC will have a table and staff available to answer questions from 1:30pm - 2:30pm on the following dates:

Tuesday, September 11, 2018 Tuesday, October 9, 2018 Tuesday, November 13, 2018; and Tuesday, December 11, 2018

The City will also advertise this outreach on the City's website and social media outlets.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES	?
FISCAL IMPACT:	
ALTERNATIVES:	

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

STRATEGIC PLAN:

CLIMATE ACTION DISCUSSION:

Is this a grant? No	Is thi	s a	grant?	No ?
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Grant Amount:



REQUESTED ACTION BY COMMISSION: Announce the change in the date for the regularly scheduled November 6th Commission meeting to Wednesday, November 7th at 6:30 PM.

EXPLANATION OF REQUEST:

The Boynton Beach Code of Ordinances in Section 8 states, "Should any scheduled City Commission meeting fall upon a date on which any national, state, county or municipal election is held, said City Commission meeting should be deferred until he next regular working day."

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None

FISCAL IMPACT: None			
ALTERNATIVES: Do not change the date of the meeting as indicated in the City of Boynton Beach Charter.			
STRATEGIC PLAN: Building Wealth in the Community			
STRATEGIC PLAN APPLICATION:			
CLIMATE ACTION: No			
CLIMATE ACTION DISCUSSION:			
Is this a grant?			
Grant Amount:			



REQUESTED ACTION BY COMMISSION: Announcement of the 7th Annual Boynton Beach Pirate Fest and Mermaid Splash.

EXPLANATION OF REQUEST:

Boynton Beach Community Redevelopment Agency will host the 7th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash on Saturday, October 27th from 11:00 a.m. to 9:00 p.m. and Sunday, October 28th from 11:00 a.m. to 6:00 p.m.

The free festival will take place in downtown Boynton Beach along East Ocean Avenue between N.E. 3rd Street and Federal Highway, and along N.E. 4th Street.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The festival will feature 12 areas of nonstop entertainment and swashbuckling activities, including:

- Acrobats
- Wheel Walkers
- Magicians
- Live Music
- Cannons
- Gypsy Dancers
- Pirate Re-enactments
- Silk Dancers
- Fire Dancers
- Comedy Shows
- Dance Performances
- Live Mermaid Encounters
- Pirate Characters
- Kid's Fun Zones

A variety of CRA District businesses, offering retail and professional services will be featured in the festival's *Enchanted Market*. Event patrons who participate in the festival's treasure hunt will be guided to interact with participating CRA District businesses. Additionally, the *Oasis*, a newly added area of the festival, will be a designated exhibition tent where CRA District businesses, event sponsors, and community partners will feature product, service, and educational demonstrations.

Additionally, the festival will feature the Royal Haunt Wedding, Mermaid Pageant, multiple

costume contests, and many other interactive activities. There will also be a variety of unique craft and retail vendors, as well as a food and beverage options including The Pirate's Rebellion, a craft beer specially developed for the festival by Due South Brewing Company.

Visit www.bbpiratefest.com for more details.

FISCAL IMPACT: Budgeted Budgeted in CRA's approved FY 18/19 budget.

ALTERNATIVES: Do not announce the 7th Annual Boynton Beach Pirate Fest and Mermaid Splash.

STRATEGIC PLAN: Redevelop Downtown, Boynton Beach Branding

STRATEGIC PLAN APPLICATION:

Addendum

The 7th Annual Boynton Beach Pirate Fest and Mermaid Splash will be held in Downtown Boynton Beach and will benefit businesses in the CRA District. 63,500 visitors and residents attended last year's event.

The Boynton Beach Pirate Fest and Mermaid Splash has received state, national, and international awards for its branding initiatives.

CLIMATE ACTION: No	
CLIMATE ACTION DISCUSSION:	
Is this a grant? No	
Grant Amount:	
ATTA CLIMENTS.	
ATTACHMENTS:	Description
Туре	Description

18 Pirate Fest Promotional Flyer



theRoyal Haunt

FREE EVENT

Saturday · October 27 · 11am - 9pm Sunday · October 28 · 11am - 6pm

12 Stages of Live Entertainment & Stunt Shows

> DOWNTOWN BOYNTON BEACH 100 N.E. 4th St.

PIRATES GOMINGI

BBPirateFest.com





REQUESTED ACTION BY COMMISSION:

Announcement of 3CMA Award received for the City's 2018 Calendar.

EXPLANATION OF REQUEST:

The City of Boynton Beach received the Silver Circle Award (2nd Place) from the City-County Communications & Marketing Association (3CMA) in its Savvy Award Competition (Communications & Marketing Tools: Printed Publications Category) for its 2018 calendar.

The six-page entry was required to include:

- problem and opportunity statements
- · intended goals and outcomes
- · documentation of achievements
- · budget and use of outside resources

Calendars were also judged on:

- creativity
- · quality of content design
- design
- production

Over 700 SAVVY entries were received and judged.

3CMA is the nation's premiere network of government communicators with a membership of over 1,000.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The 2018 Calendar highlighted the City's accomplishments and continued commitment to be Autism Friendly City. Included in the calendar were public meetings, events and a tear-off tab of departmental and partnerships contact numbers, as well as the City's vision, mission, and strategic initiatives.

FISCAL IMPACT: Budgeted None

ALTERNATIVES: None

STRATEGIC PLAN: Boynton Beach Branding

STRATEGIC PLAN APPLICATION: Boynton Beach Branding includes providing accessible programs and services to all residents, businesses, and visitors. The 2018 Calendar highlighted the continued commitment to be an Autism Friendly City.

CLIMATE ACTION: No	
CLIMATE ACTION DISCUSSION:	
Is this a grant? No	
Grant Amount:	
ATTACHMENTS:	
Туре	Description

2018 Calendar

Addendum

* 2018 (ALENDAR * ---



"Oh, the Places You'll Go!" DR. SEUSS

* ABOUT OUR 2018 (ALENDAR * —

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

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

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



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

BRANDON DRUCKER, ARTIST, Artists with Autism, Inc.

DID YOU KNOW?

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

WE'RE SUPER PROUD OF OUR AUTISM INCLUSION PROGRAM!

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

*

To learn more about our autism programs and inclusion policy, please contact Debbie Majors, ADA Coordinator, at 561-742-6241 or majorsd@bbfl.us. To learn more about autism, visit www.autismspeaks.org.

WHAT IS YOUR FAVORITE PLACE IN BOYNTON BEACH?











MAYOR Steven B. Grant AT-LARGE

Mangrove Nature Park

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

VICE MAYOR Justin Katz DISTRICT I

Renaissance Commons

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

COMMISSIONER Mack McCray DISTRICT II

Barton Memorial Park Cemetery

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

COMMISSIONER Christina L. Romelus DISTRICT III

Boynton Harbor Marina

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

COMMISSIONER Joseph A. Casello DISTRICT IV

Copperpoint Brewing Company

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



HURRICANE ALLEY RAW BAR & RESTAURANT

IANUARY

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

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



INTRACOASTAL PARK

FEBRUARY

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

			CRA Advisory Bd. Mtg. 6:30 pm, City Hall	Movies in the Park 7:00 pm, Amphitheatre	Clean-up 8:30 am,
					Oceanfront Park
5	City Commission Mtg. 6:30 pm, City Hall	Firefighters' Pension Trust Fund Mtg. 9:00 am, Fire Station #5	Movies & Documentaries 2:00 pm, Library Arts Commission Mtg. 6:30 pm, Fire Station #2	Magic Wheels & Special Deals 6:00 pm, Barrier Free Park	Barrier Free 5K 7:30 am, Barrier Free Park Art Walk & Open Mic Night 6:00 pm, BBAD
Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall	Police Officers' Pension Fund Mtg., 10:00 am Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall	,		Music on the Rocks 6:00 pm, Amphitheatre	Food Distribution 10:00 am, Greater St. Paul AME
12	13	14	15	16	1
PRESIDENTS' DAY HOLIDAY City Hall Closed Historical Society Mtg. 6:30 pm, Location TBD	City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall	Movies & Documentaries 2:00 pm, Library Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse
Employees' Pension Bd. Mtg. 1:30 pm, City Hall Recreation &	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library		JANUARY 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MARCH 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 1 11 12 13 14 15 16 1 18 19 20 21 22 23 2
Pr 6: PF HC Hi 6:	reservation Bd. Mtg.:30 pm, City Hall 12 RESIDENTS' DAY OLIDAY ity Hall Closed istorical Society Mtg.:30 pm, Location TBD 19 mployees' ension Bd. Mtg.:30 pm, City Hall	istorical Resources reservation Bd. Mtg. :30 pm, City Hall 12 RESIDENTS' DAY OLIDAY itity Hall Closed istorical Society Mtg. :30 pm, Location TBD 19 Police Officers' Pension Fund Mtg., 10:00 am Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall City Commission Mtg. 6:30 pm, City Hall Planning & Development Bd. Mtg. 6:30 pm, City Hall Planning & Development Bd. Mtg. 6:30 pm, City Hall Pecreation & Development Bd. Mtg. 6:30 pm, City Hall	police Officers' Pension Fund Mfg., 10:00 am Pension Office WPB CRA Bd. Mfg. 6:30 pm, City Hall 12 City Commission Mfg. 6:30 pm, City Hall City Commission Mfg. 6:30 pm, City Hall 17 City Commission Mfg. 6:30 pm, City Hall City Commission Mfg. 6:30 pm, City Hall	9:00 am, Fire Station #5 6 7 8 Iistorical Resources reservation Bd. Mtg. 10:00 am Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall 12 13 14 15 RESIDENTS' DAY OLIDAY Sity Hall Closed istorical Society Mtg. 30 pm, Location TBD 19 19 20 21 Police Officers' Pension Fund Mtg., 10:00 am Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall City Commission Mtg. 6:30 pm, City Hall Community Standards Hearings 9:00 am, City Hall Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall Planning & Development Bd. Mtg. 6:00 pm, Library Bd	9:00 am, Fire Station #5 6:00 pm, Barrier Free Park 5 6 7 8 9 Isistorical Resources reservation Bd. Mtg. 30 pm, City Hall 12 13 14 15 16 RESIDENTS' DAY OLIDAY ight Hall 15 Community Standards Hearings 9:00 am, City Hall 16:30 pm, City Hall 17 Community Standards Hearings 9:00 am, City Hall 18 Playhouse 19 Police Officers' Pension Fund Mtg., 10:00 am Pension Office WPB CRA Bd. Mtg. 6:30 pm, City Hall 19 Community Standards Hearings 9:00 am, City Hall 20 an, City Hall 20 brack of the Rocks 6:00 pm, Amphitheatre Movies & Documentaries 2:00 pm, Library Education & Youth Advisory Bd. Mtg. 6:00 pm, BB Playhouse 19 Danning & Development Bd. Mtg. 6:30 pm, City Hall Planning & Development Bd. Mtg. 6:30 pm, City Hall Planning & Development Bd. Mtg. 6:30 pm, City Hall Planning & Development Bd. Mtg. 6:30 pm, City Hall Planning & Development Bd. Mtg. 6:30 pm, City Hall



BOYNTON BEACH ART DISTRICT

MARCH

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

	SUNDAY	MONDAY		WEDNESDAY		FRIDAY	SATURDAY
Í	FEBRUARY 2018	APRIL 2018		^	CRA Advisory Bd. Mtg. 6:30 pm, City Hall	Art in Bloom, 10:00 am, Children's Museum	Hunger Walk/5K Run 7:00 am, Fish Depot
X	\$ M T W T F \$ 1 2 3 4 5 6 7 8 9 10	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14			0.30 pm, chy hali	Movies in the Park 7:00 pm, Amphitheatre	Art in Bloom, 10:00 am, Children's Museum
3	11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30			1	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse
	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse		City Commission Mtg. 6:30 pm, City Hall		Arts Commission Mtg. 6:30 pm, Fire Station #2	"Murder at the Howard Johnson's" 2:00 pm & 8:00 pm, BB Playhouse	Community Fitness Day 10:00 am, Ocean Avenue "Murder at the Howard Johnson's" 2:00 pm & 8:00 pm,
}	4	5	6	7	8	9	BB Playhouse 10
X		Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall	CRA Bd. Mtg. 6:30 pm, City Hall				Blarney Bash 4:00 pm, Amphitheatre
$\begin{cases} \\ \\ \end{cases}$	11	12	13	14	15	16	17
		Historical Society Mtg. 6:30 pm, Location TBD	City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall		South Florida Police K9 Competition 2:00 pm, BBCHS Art Walk & Open Mic Night
1	18	19	20	21	22	23	6:00 pm, BBAD 24
		Recreation & Parks Bd. Mtg., 6:30 pm, City Hall	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library		PASSOVER Begins	Egg-stravaganza Event 10:00 am, Hester Center
**	25	26	27	28	29	30	31



BOYNTON HARBOR MARINA

APRIL

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

SUNDAY	MONDAY	TUESDAY			FRIDAY	SATURDAY
EASTER 1	Senior Advisory Bd. Mtg. 2:15 pm, Senior Center	City Commission Mtg. 6:30 pm, City Hall	4	Inclusion Support Team 3:30 pm, City Hall	Movies in the Park 8:00 pm, Amphitheatre	PASSOVER Ends Play for Pink Golf Tournament 1:00 pm, The Links
KeroWACKED Multi-Media Poetry Celebration 2:00 pm, BBAD	Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall	CRA Bd. Mtg. 6:30 pm, City Hall	4	Arts Commission Mtg. 6:30 pm, Fire Station #2		
8	9	10	11	12	13	14
	Historical Society Mtg. 6:30 pm, Location TBD	City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall	SCRWT&D Bd. Mtg. 5:00 pm, SCRWT&D Plant	Music on the Rocks 6:00 pm, Amphitheatre	Fishing Tournament 12:00 pm, Harvey Oyer Park Concert on the Green 3:00 pm, The Links
15	16	17	18	19	20	21
	Recreation & Parks Bd. Mtg. 6:30 pm, City Hall	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall		Princess & Super Heroes Day 10:00 am, Children's Museum
22	23	24	25	26	27	28
29	30				MARCH 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	MAY 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31



THE SOL OASIS BOYNTON BEACH YOGA SPA HEALING ARTS CENTER

MAY

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

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

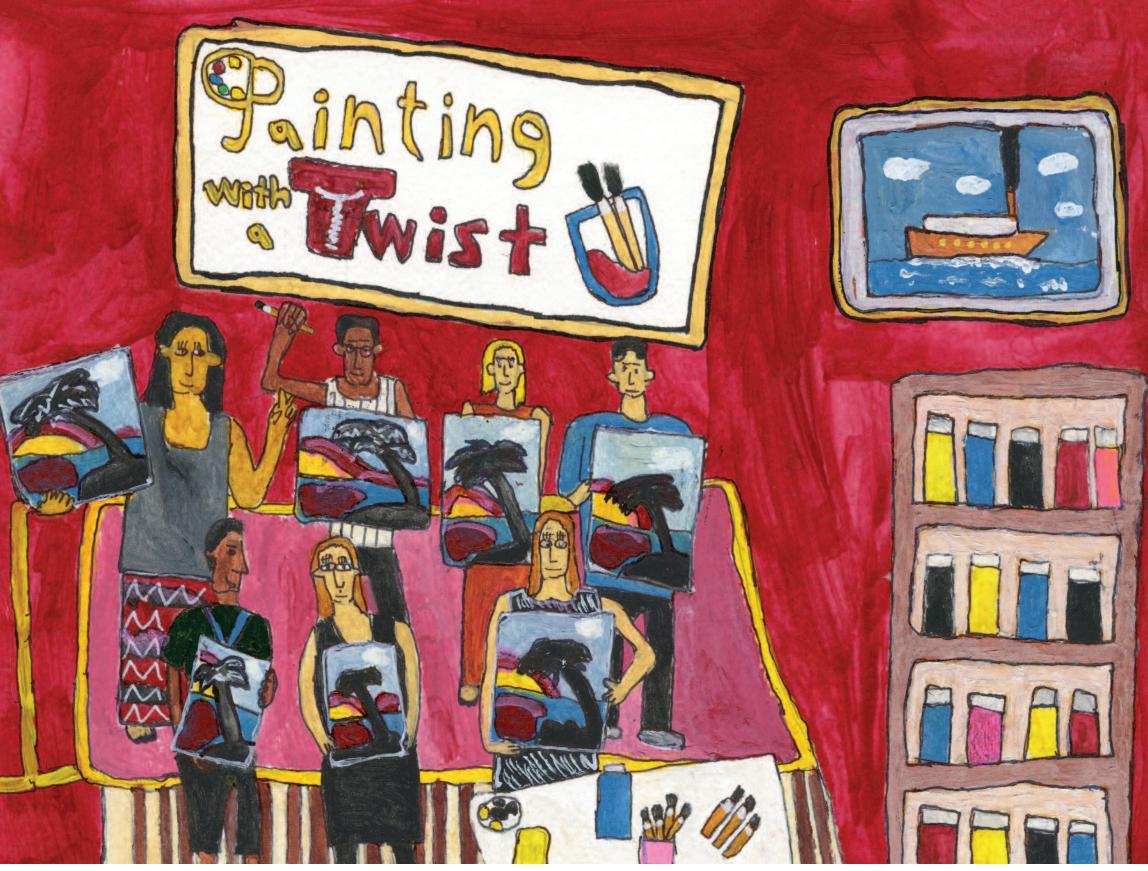


BOYNTON BEACH OCEANFRONT PARK

JUNE

"It's opener there in the wide open air." - DR. SEUSS

FRI				Y THI \(\sigma					NDAY ^^^^		DAY ^^^^	
ovies in th 30 pm, La	М								Y 2018 W T F S 4 5 6 7 11 12 13 14 18 19 20 21	JULY 20 s m T w 1 2 3 4	2018 T F S 3 4 5 10 11 12 17 18 19 24 25 26	MAY 2 s m T w
e Amnest	I	d. Mtg.	Amnesty Day Advisory Bd. 1 pm, City Hall	CRA Ad	y Day	Tire Amnes	ission Mtg.	Tire Amnesi City Comm 6:30 pm, C	sty Day	Tire Amnesty D		
	7	7		6	(5		4		3	
usic on th 00 pm, Lc			Commission N pm, Fire Stati					CRA Bd. Mt 6:30 pm, C	on Bd. Mtg.	Historical Resc Preservation B 6:30 pm, City		
	14	14		3	13		12		11		10	
					Hearings	Communit Standards 9:00 am, C	ssion Mtg. ly Hall	City Comm 6:30 pm, C				
	21	21			20		19		18		17	
		g.	cation & Youth sory Bd. Mtg. pm, City Hall	Advisory		Library Bd. 6:00 pm, Li		Planning & Developme 6:30 pm, C		Recreation & Bd. Mtg., 6:30 pm, City		
	28	28		7	27		26		25		24	



PAINTING WITH A TWIST

JULY

"Oh, the places you'll go. There is fun to be done." - DR. SEUSS

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



BOYNTON BEACH CITY LIBRARY

AUGUST

"You have brains in your head." - DR. SEUSS

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



LITTLE LEAGUE PARK

SEPTEMBER

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

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



SCHOOLHOUSE CHILDREN'S MUSEUM AND LEARNING CENTER

OCTOBER

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

11:00 am, Location TBD	29	30	31		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 13 18 19 20 21 22 23 24
Pirate Fest & Mermaid Splash	22	23	24	25	26 SEPTEMBER 2018 S M T W T F S	NOVEMBER 2018
Schoolhouse Ahoy 11:00 am, Children's Museum	Recreation & Parks Bd. Mtg., 6:30 pm, City Hall	Planning & Development Bd. Mtg. 6:30 pm, City Hall	Library Bd. Mtg. 6:00 pm, Library	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall	01	Pirate Fest & Mermaid Splash 11:00 am, Location TBD
14	15	16	17	18	19	20
		City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall	SCRWT&D Bd. Mtg. 5:00 pm, SCRWT&D Plant		Schoolhouse Ahoy 10:00 am, Children's Museum
7	8	9	10	11	12	13
	Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall	CRA Bd. Mtg. 6:30 pm, City Hall		Arts Commission Mtg. 6:30 pm, Fire Station #2		Fall Festival Event 3:00 pm, Intracoastal Park
	1	2	3	4	5	•
	Senior Advisory Bd. Mtg. 2:15 pm, Senior Center	City Commission Mtg. 6:30 pm, City Hall		Inclusion Support Team 3:30 pm, City Hall CRA Advisory Bd. Mtg. 6:30 pm, City Hall	Movies in the Park 7:30 pm, Location TBD	Clean-up 8:30 am, Oceanfront Park



DUE SOUTH BREWING CO

NOVEMBER

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

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



SEACREST SCRUB NATURAL AREA

DECEMBER

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

SUNDAY VVVVVVV	MONDAY VVVVVV		WEDNESDAY VVVVVVV		FRIDAY	SATURDAY VVVVVV
NOVENDER 2018 S	JANUARY 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31					Holiday Parade, 4:00 pm Federal Highway Tree Lighting & Concert 5:30 pm, Location TBD
HANUKKAH Begins	Tire Amnesty Day	Tire Amnesty Day City Commission Mtg. 6:30 pm, City Hall	Tire Amnesty Day	Tire Amnesty Day CRA Advisory Bd. Mtg. 6:30 pm, City Hall	Tire Amnesty Day Movies in the Park 7:00 pm, Location TBD	
2	3	4	5	6	7	8
	HANUKKAH Ends Historical Resources Preservation Bd. Mtg. 6:30 pm, City Hall	CRA Bd. Mtg. 6:30 pm, City Hall	Chamber Holiday Luncheon 11:30 am, Benvenuto Restaurant	Arts Commission Mtg. 6:30 pm, Fire Station #2	Holiday Boat Parade 6:30 pm, Boynton Harbor Marina	
9	10	11	12	13	14	15
		City Commission Mtg. 6:30 pm, City Hall	Community Standards Hearings 9:00 am, City Hall		Music on the Rocks 6:00 pm, Location TBD	
16	17	18	19	20	21	22
23	24 CHRISTMAS EVE HOLIDAY City Hall Closed	CHRISTMAS DAY HOLIDAY City Hall Closed	KWANZAA Begins Library Bd. Mtg. 6:00 pm, Library	Education & Youth Advisory Bd. Mtg. 6:00 pm, City Hall		
30	31	25	26	27	28	29

PERMIT NO. 2830 Fort Lauderdale, US POSTAGE PAID

100 E. Boynton Beach Blvd. 3 Boynton Beach, Florida

CREAMERY প্ত BOARDWALK ITALIAN ICE 出 COVER, Z

CITY OF BOUNTON BEACH

Vision

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

Mission

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

Strategic Initiatives









REDEVELOP DOWNTOWN

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



BUILDING WEALTH IN THE COMMUNITY

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



BOYNTON BEACH BRANDING

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



TRANSPORTATION AND MOBILITY

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





COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Justin Katz, CTA President has requested to address the commission regarding the School District referendum.

Continuosion regarding the oction bistrict referendam.
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:



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

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

Building Board of Adjustments & Appeals: 1 Reg and 2 Alts

Education and Youth Advisory Bd: 2 Stu Historic Resource Preservation Bd: 1 Reg

ATTACHMENTS:
Type

Minutes

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:

Description

Appointments

APPOINTMENTS AND APPLICANTS FOR OCTOBER 16, 2018

Building Board of Adjustments and Appeals

II McCray Mayor Grant

Katz

Cray ant 2 yr term to 12/18 Tabled (2) 2 yr term to 12/19 Tabled (3)

Alt Alt Reg

3 yr term to 12/18 Tabled (3)

Applicants

None

Education and Youth Advisory Board

I Katz
II McCray

Stu Stu 2 yr term to 12/18 Tabled (2)

2 yr term to 12/19

Applicants

None

Historic Resource Preservation Board

IV Casello

Reg

2 yr term to 12/20 Tabled (3)

Applicant

None



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R18-148 - Approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report and Authorize the Mayor or his designee to sign the Certification to Accompany the report.

EXPLANATION OF REQUEST:

Florida Statute 420.9072 regulates State Housing Partnership (SHIP) Program funds. The City of Boynton Beach receives an allocation of funds "which were created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of a local housing assistance plan, to expand the production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing and to increase housing related employment."

The Statute requires that each county or eligible municipality submit to the Florida Housing Finance Corporation an annual report of its affordable housing programs and accomplishments utilizing SHIP funds through June 30, the close of the state fiscal year. The report shall be certified as accurate and complete by the local government chief elected official or his/her designee.

The Statute also requires that the report be made available for public inspection and comment prior to transmitting it to the corporation.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Failure to submit the report could affect the city's ability to receive SHIP funds.

FISCAL IMPACT: Non-budgeted The continuation of State Housing Initiatives Program funding.

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type

Resolution

Addendum

Description

Resolution approving the SHIP Program Annual Report and authorize the Mayor to sign 2017/18 SHIP Annual Report

1	RESOLUTION R18-
2	
3	A DECOLUTION OF THE CITY OF DOWNTON
4 5	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CITY'S STATE
6	HOUSING INITIATIVES PARTNERSHIP (SHIP)
7	ANNUAL REPORT; AUTHORIZING THE MAYOR OR
8	HIS DESIGNEE TO SIGN THE CERTIFICATION TO
9	ACCOMPANY THE REPORT; PROVIDING AN
10	EFFECTIVE DATE.
11	
12	WHEREAS, in accordance with Florida Statutes Chapter 420, dedicated revenues
13	resulting from the William E. Sadowski Affordable Housing Act are distributed to various
14	municipalities that are "entitled" communities to assist with affordable housing efforts; and
15	WHEREAS, the City receives an allocation of funds which, pursuant to F.S
16	420.9072 were created for the purpose of providing funds to counties and eligible
17	municipalities as an incentive for the creation of local housing partnerships, to expand the
18	production of and preserve affordable housing, to further the housing element of the local
19	government comprehensive plan specific to affordable housing and to increase housing
20	related employment; and
21	WHEREAS, the Statute requires that each county or eligible municipality shall
22	submit to the Florida Housing Finance Corporation each year a report of its affordable
23	housing programs and accomplishments through June 30th of each year; and
24	WHEREAS, the report shall be certified as accurate and complete by the local
25	government's chief elected official or his or her designee; and
26	WHEREAS, upon the recommendation of staff, the City Commission deems it to be
27	in the best interests of the citizens and residents of the City of Boynton Beach to approve the
28	City's State Housing Initiatives Partnership (SHIP) Annual Report and authorize the Mayor
29	to execute the Certifications to accompany the report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
Section 1. The foregoing "Whereas" clauses are true and correct and are hereby
ratified and confirmed by the City Commission.
Section 2. The City Commission of the City of Boynton Beach, Florida, hereby
approves the City's State Housing Initiatives Partnership (SHIP) Annual Report and
authorizes the Mayor or his designee to sign the Certification to accompany the report.
Section 3. This Resolution shall become effective immediately upon passage.
PASSED AND ADOPTED this day of, 2018.
CITY OF BOYNTON BEACH, FLORIDA
WEG NO
YES NO
Mayor – Steven B. Grant
<u></u>
Vice Mayor – Christina L. Romelus
$C \longrightarrow M \cup M \cup C$
Commissioner – Mack McCray
Commissioner – Justin Katz
Commissioner – Joe Casello
NOTE
ATTEST: VOTE
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

Title: SHIP Annual Report

Report Status: Submitted

Boynton Beach FY 2015/2016 Closeout

SHIP Distribution Summary:

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance Without Rehabilitation	\$90,000.00	2				
2	Purchase Assistance With Rehabilitation	\$54,940.00	2	\$.00		\$.00	0
3	Owner Occupied Rehabilitation	\$185,710.45	6				

Homeownership Totals:

\$330,650.45

\$.00

\$.00

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

Rental Totals:

Subtotals:

\$330,650.45

10

10

\$.00

\$.00

0

Additional Use of Funds

Use
Administrative
Homeownership Counseling
Admin From Program Income
Admin From Disaster Funds

Expended
\$34,031.23
\$818.77

	Encumbered
Г	

Unencumbered

Totals:

\$365,500.45

10

\$.00

\$.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$348,495.00
Program Income (Interest)	\$630.13
Program Income (Payments)	\$16,375.32
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$.00
Total:	\$365,500.45

^{*} Carry Forward to Next Year: \$.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	mee.				
Description	Eπ.	1 Bed	2 Bed	3 Bed	4 Bed

v

No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced	Amount of Funds Expended to	N - 6 T - 1 - 1 - 1
through June 30th for Units	Date	% of Total Value
SHIP Funds Expended	\$330,650.45	34.06%
Public Moneys Expended		.00%
Private Funds Expended	\$638,475.00	65.78%
Owner Contribution	\$1,550.00	.16%
Total Value of All Units	\$970,675.45	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$330,650.45	\$348,495.00	94.88%	65%
Construction / Rehabilitation	\$330,650.45	\$348,495.00	94.88%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$.00	.00%
Very Low	\$127,666.40			\$127,666.40	34.93%
Low	\$112,974.05			\$112,974.05	30.91%
Moderate	\$90,010.00			\$90,010.00	24.63%
Over 120%-140%				\$.00	.00%
Totals:	\$330,650.45	\$.00	\$.00	\$330,650.45	90.47%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low	\$127,666.40	3			\$127,666.40	3
Low	\$112,974.05	3			\$112,974.05	3
Moderate	\$90,010.00	4			\$90,010.00	4
Totals:	\$330,650.45	10	\$.00	0	\$330,650.45	10

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance Without Rehabilitation	Boynton Beach			2		2
Purchase Assistance With Rehabilitation	Boynton Beach				2	2
Owner Occupied Rehabilitation	Boynton Beach		3	1	2	6
	Totals:		3	3	4	10

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance Without Rehabilitation	Boynton Beach		1		1	2
Purchase Assistance With Rehabilitation	Boynton Beach		2			2
Owner Occupied Rehabilitation	Boynton Beach		2	2	2	6
	Totals:		5	2	3	10

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5 + People	Total
Purchase Assistance Without Rehabilitation	Boynton Beach		2		2
Purchase Assistance With Rehabilitation	Boynton Beach	1	1		2
Owner Occupied Rehabilitation	Boynton Beach	3	2	1	6
	Totals:	4	5	1	10

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Purchase Assistance Without Rehabilitation	Boynton Beach		2					2
Purchase Assistance With Rehabilitation	Boynton Beach	1	1					2

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

Owner Occupied Rehabilitation	Boynton Beach	2	4			6
	Totals:	3	7			10

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Dis- abled	Home- less	Elderly	Other	Other	Total
Purchase Assistance Without Rehabilitation	Boynton Beach				1			1
Purchase Assistance With Rehabilitation	Boynton Beach							0
Owner Occupied Rehabilitation	Boynton Beach			e.	2			2
	Totals:		·		3			3

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

	Special Target		Total # of
Description	Group	Expended Funds	Expended Units

Form 4

Status of Incentive Strategies

Incentive Strategy:

Expedited Permitting: Permits defined in s.163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other project. Via email, our division notifies the Plan Review Division (Building Department)of upcoming affordable housing projects. The Plan Review staff makes an effort to process the permits within 3 to 5 days.

Adopting Ordinance or Resolution Number or identify local policy:

City of Boynton Resolution R98-068

Implementation Schedule (Date):

April 15, 1998

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

The strategies were implemented upon adoption by the city.

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

The Strategies are functioning as planned.

Support Services

The City collaborated with an local non-profit to provide free Homebuyer's Workshops and The Legal Aid Society of Palm Beach County to provide free legal services.

Other Accomplishments

NA

Availability for Public Inspection and Comments

NA

Homeownership Default & Foreclosure

Mortgage Foreclosures

A. Very low income households in foreclosure: 0

B. Low income households in foreclosure: 0

C. Moderate households in foreclosure: 0

Foreclosed Loans Life-to-date: 0

SHIP Program Foreclosure Percentage Rate Life to Date: 0

Mortgage Defaults

A. Very low income households in default: 0

B. Low income households in default:

C. Moderate households in default:

Defaulted Loans Life-to-date: 0

SHIP Program Default Percentage Rate Life to Date: 0

Welfare to Work Programs

NA

Strategies and Production Costs

Strategy	Average Cost

Expended Funds

Total Unit Count: 10 Total Expended Amount: \$330,650.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Purchase Assistance Without Rehabilitation		215 W. MLK Jr. Blvd	Boynton Beach	33435	\$45,000.00	
Purchase Assistance Without Rehabilitation	Tranettta Rutherford	1100 NW 1st Street	Boynton Beach	33435	\$45,000.00	
Purchase Assistance With Rehabilitation	Pamelina Baglio	220 SW 3rd Street	Boynton Beach	33435	\$42,640.00	
Purchase Assistance With Rehabilitation	Nicholas Barnes	8 Via De Casas Apt 102	Boynton Beach	33426	\$12,300.00	
Owner Occupied Rehabilitation	Lizzie Hood	2751 NW 2nd St	Boynton Beach	33435	\$70,025.00	
Owner Occupied Rehabilitation	Marie Ylceus	400 NE 15th Court	Boynton Beach	33435	\$24,504.00	

Owner Occupied Rehabilitation	Karina Elgohary	159 SE 31st Ave	Boynton Beach	33435	\$18,070.00	
Owner Occupied Rehabilitation	Regina White	116 NE 13th Ave	Boynton Beach	33435	\$22,974.05	
Owner Occupied Rehabilitation	Edna Lee	1528 NE 2nd Court	Boynton Beach	33435	\$33,137.40	
Owner Occupied Rehabilitation	Jeanne Ernst Sofield & Alvin Solfield	903 NW 6th Avenue	Boynton Beach	33426	\$17,000.00	

Administrative Expenditures

\$34,850.00 City of Boynton Administrative Expenditure.

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
------	---------------	------------------	----------------

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	\$16,375.32
Interest Earned:	\$630.13
Other ():	

Total: \$17,005.45

Explanation of Recaptured funds

Description	Amount

Total: \$.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	Compliance Monitored By	Additional Notes

Boynton Beach 2015 Closeout

Single Family Area Purchase Price

Or

The average area purchase price of single family units: 178,000.00

Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units		Encumbered Amount	Units
1	Purchase Assistance Without Rehabilitation				\$40,000.00	1
	Purchase Assistance With Rehabilitation					
3	Owner Occupied Rehabilitation	\$102,343.63	2	П		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Owner Occupied Rehabilitation	Receiving Supplemental Security Income	\$102,343.63	2		
(1) Purchase Assistance Without Rehabilitation	Receiving Supplemental Security Income			\$40,000.00	1

Provide a description of efforts to reduce homelessness:

The City of Boynton Beach continues to collaborate with The Homelessness and Housing Alliance (HHA) of Palm Beach County (formerly the Continuum of Care) in its efforts to deliver comprehensive and coordinated continuum of services to homeless individuals and families in Palm Beach County. Components of HHA include homeless prevention, outreach and assessment, emergency shelter, transitional housing, supportive services, permanent housing and permanent supportive housing.

LG Submitted Comments:		

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

Report Status: Submitted

Title: SHIP Annual Report

Boynton Beach FY 2016/2017 Interim-1

SHIP Distribution Summary:

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance With Rehabilitation			\$40,000.00	1		
2	Purchase Assistance Without Rehabilitation			\$99,999.60	3		
3	Owner Occupied Rehabilitation			\$278,657.00	6		

Homeownership Totals:

\$418,656.60

10

Rentals

Code Strat	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
------------	-----------------	-------	----------------------	-------	------------------------	-------

Rental Totals:

Subtotals:

\$418,656.60

10

Additional Use of Funds

Use
Administrative
Homeownership Counseling
Admin From Program Income
Admin From Disaster Funds

Expended

	Encumbered
	\$46,517.40
Г	
_	

Unencumbered					

Totals:

\$.00

\$465,174.00

10

\$.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$465,174.00
Program Income (Interest)	
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$.00
Total:	\$465,174.00

^{*} Carry Forward to Next Year: \$.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed

V

No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$.00	NaN

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

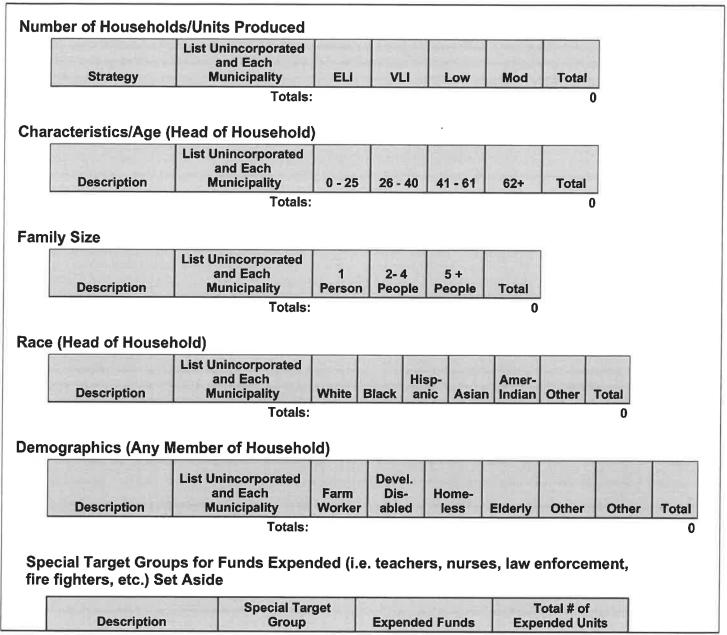
Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$418,656.60	\$465,174.00	90.00%	65%
Construction / Rehabilitation	\$418,656.60	\$465,174.00	90.00%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$.00	.00%
Very Low		\$250,000.00		\$250,000.00	53.74%
Low		\$108,656.60		\$108,656.60	23.36%
Moderate		\$60,000.00		\$60,000.00	12.90%
Over 120%-140%				\$.00	.00%
Totals	: \$.00	\$418,656.60	\$.00	\$418,656.60	90.00%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low					\$.00	0
Low					\$.00	0
Moderate					\$.00	0
Totals:	\$.00	0	\$.00	0	\$.00	0



Form 4

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already
1. 1. A.						Counted

Boynton Beach 2016 Interim-1

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies		Expended Amount	Units	Encumbered Amount	Units
	Purchase Assistance With Rehabilitation					
	Purchase Assistance Without Rehabilitation	Ī				
3	Owner Occupied Rehabilitation	Γ				

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
------------	------------------------	-----------------	-------	----------------------	-------

Provide a description of efforts to reduce homelessness:

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

LG Submitted Comments:		

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

Title: SHIP Annual Report

Report Status: Submitted

Boynton Beach FY 2017/2018 Interim-2

SHIP Distribution Summary:

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance With Rehabilitation					\$40,000.00	2
2	Purchase Assistance Without Rehabilitation					\$40,500.00	2
3	Owner Occupied Rehabilitation					\$201,965.00	4

Homeownership Totals:

\$282,465.00

Rentals

Code Strategy Expended U	the state of the s	Unencumbered Amount Units
--------------------------	--	---------------------------

Rental Totals:

Subtotals:

\$282,465.00

8

Additional Use of Funds

Use			
Administrative			
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Expended	
	Ī

Encumbered					
\$31,385.00					

Unencumbered

Totals:

\$.00

\$31,385.00

\$282,465.00

8

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$313,850.00
Program Income (Interest)	
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$.00
Total:	\$313,850.00

^{*} Carry Forward to Next Year: \$.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Rod
Description	LIII.	1 Deu	Z Deu	3 Deu	4 Bed

1

No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$.00	NaN

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

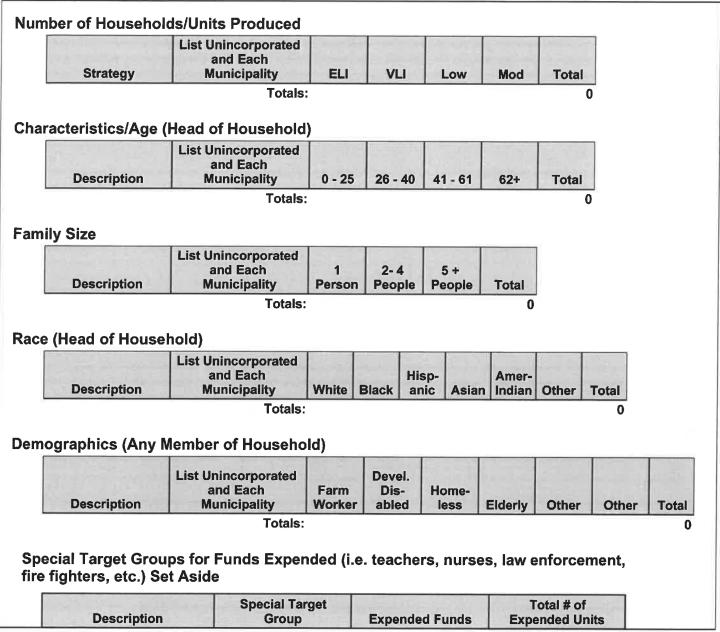
Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$282,465.00	\$313,850.00	90.00%	65%
Construction / Rehabilitation	\$282,465.00	\$313,850.00	90.00%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$.00	.00%
Very Low			\$150,000.00	\$150,000.00	47.79%
Low			\$112,465.00	\$112,465.00	35.83%
Moderate			\$20,000.00	\$20,000.00	6.37%
Over 120%-140%				\$.00	.00%
Totals	\$.00	\$.00	\$282,465.00	\$282,465.00	90.00%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low					\$.00	0
Low					\$.00	0
Moderate					\$.00	0
Totals:	\$.00	0	\$.00	0	\$.00	0



Form 4

pended Funds	•						
periaca i arias	•						
Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Uni Already Counted	y
							d
							d
			Boynton	Beach 20	17 Interim-2		d
n 5			Boynton	Beach 20	17 Interim-2		d
	akdown		Boynton	Beach 20	17 Interim-2		d
ial Needs Bre		ed for Special N	Boynton		17 Interim-2		
m 5 cial Needs Bre IP Expended a					17 Interim-2 Encumb	- Section - Control - Cont	
cial Needs Bre	and Encumber Strategio		leeds Applicants Expended Amount		Encumb	- Section - Control - Cont	Uni

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

LG Submitted Comments:	



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R18-149 - Approve and authorize the signing of an Interlocal Agreement with the Palm Beach County Supervisor of Election for vote processing equipment use and election services.

EXPLANATION OF REQUEST: The Palm Beach County Supervisor of Elections requires municipalities to enter into an Interlocal Agreement listing the services the Supervisor's office would provide along with their associated costs. This Interlocal Agreement spells out all of the duties, responsibilities and fees associated with hosting municipal elections.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Continued cooperation with the Supervisor of Elections' Office will assure smooth election cycles now and in the future.

FISCAL IMPACT: Budgeted

Budgeted for election for Mayor, District I an District III and Special Election in District IV plus possible runoff election.

ALTERNATIVES: If this agreement is not approved, the City of Boynton Beach would have to conduct its own elections and the City does not have the equipment or resources to do that without the assistance from the Supervisor of Elections.

STRATEGIC PLAN:
STRATEGIC PLAN APPLICATION:
CLIMATE ACTION: No
CLIMATE ACTION DISCUSSION:
Is this a grant? No

ATTACHMENTS:

D

Type Description

- Resolution approving ILA with Supervisor of Election for vote processing equipment.
 - Agreement SOE Agreement

1	RESOLUTION NO. R18-
2 3 4 5 6 7 8 9 10 11 12	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO ENTER INTO SUBSEQUENT AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.
13 14	WHEREAS, the Palm Beach County Supervisor of Elections requires municipalities
15	to enter into an Interlocal Agreement listing the services her office would provide along with
16	their associated costs; and
17	WHEREAS, the Supervisor of Elections and the City wish to enter into this Agreement
18	to set out the terms of this coordinated program; and
19	WHEREAS, the City Commission of the City of Boynton Beach, upon the
20	recommendation of staff, approves the Interlocal Agreement between the City of Boynton
21	Beach and the Palm Beach County Supervisor of Elections for vote processing equipment use
22	and election services.
23	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
24	THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
25	Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being
26	true and correct and are hereby made a specific part of this Resolution upon adoption hereof.
27	Section 2. The City Commission of the City of Boynton Beach hereby approves
28	the Agreement between the City of Boynton Beach and the Palm Beach County Supervisor of
29	Elections for vote processing equipment use and election services and authorizes the Mayor
30	and the City Clerk to execute said Agreement, a copy of which is attached hereto as Exhibit
31	"A".
	C:\Program Files (x86)\neevia.com\docConverterPro\temp\NVDC\10553520-0B6C-4305-962E-7ECBB09034E0\Boynton Beach.12913.1.ILA_with_Supervisor_of_Elections_2019Reso.docx

32	Section 3. The City Manager is hereby authorized to ent	ter into	subsequent
33	agreements with the Supervisor of Election that facilitate municipal election	ons, am	endments or
34	annual updates to this Agreement without the necessity of additional a	pproval	by the City
35	Commission.		
36	Section 4. That this Resolution shall become effective immed	iately up	oon passage.
37	PASSED AND ADOPTED this day of, 201	8.	
38	CITY OF BOYNTON BEACH, FLORIDA	-	
39 40		YES	NO
41 42	Mayor – Steven B. Grant		
43 44	Vice Mayor – Christina L. Romelus		
45 46	Commissioner – Mack McCray		
47 48	Commissioner – Justin Katz		
49 50	Commissioner – Joe Casello		
51 52			
535455	ATTEST: VOTE		_
56 57			
58 59 60 61 62	Judith A. Pyle, CMC City Clerk		
63 64	(Corporate Seal)		

AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE "INSERT MUNICIPALITY NAME"

THIS AGREEMENT, is made and entered into this day of ______,2018, effective January 1, 2019, by and between the Palm Beach County Supervisor of Elections, an elected county officer_pursuant to Article_VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the ___[insert name of municipality] _____, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. PURPOSE:

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special-and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated herein below.

2. DATE OF GENERAL MUNICIPAL ELECTION:

The date of [Name of Municipality's] General Municipal election is March 12, 2019. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities and allow their use for any training, within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2nd Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges.

Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:

A. Notice and Advertisement

(1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint at least 3 members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
- (c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

(a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. Qualifying Candidates and Petition Initiatives

(1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

(2) **SOE**

(a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate

qualifying or petition initiative deadlines as applicable.

C. Ballots

(1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) **SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

D. Equipment Testing

(1) Municipality

(a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) **SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

E. Early Voting – Optional

(1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites 120 days prior to each Election and notify SOE in writing of the locations.

(2) **SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

F. Absentee Voting

(1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) **SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (1) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

G. Polling Places

(1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

(2) **SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

H. Precinct Supplies

(1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

(2) **SOE**

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

I. Poll Workers

(1) Municipality

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

(2) **SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

J. Election Day Support

(1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are

in line to vote at 7:00 p.m. have completed voting.

(c) Reimburse SOE for all phone bank costs.

(2) **SOE**

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

K. Ballot Tabulation/Counting of Election Results

(1) Municipality

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver all voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

(2) **SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots east on Election Day.

L. Post Election Day

(1) Municipality

(2) **SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

(2) **SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) **SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, Florida Statues.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. **INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises

out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

- 6. In the event of a Special Election, the municipality shall enter into a separate contract and receive the approval of the Supervisor of Elections for the actual election date at least 90 days prior to a Special Election. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.
- 7. Any municipal annexations must be submitted to the Supervisor of Elections Office in full on or before January 1, in order to be included within the municipal boundaries for the March elections or at least 90 days prior to any other election.

8. TERM:

This Agreement shall begin on the effective date January 1, 2019 and continue for a term of one year in order to cover he municipal election cycle of Municipal Election Day and a run-off election, and may be modified by mutual written agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable. All other requested services to be provided by the Supervisor of Elections Office shall be by separate contract.

9. CHANGE IN LAW:

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

10. NOTICES:

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections	Name
240 S. Military Trail	Street Address
West Palm Beach, Florida 33415	Municipality, FL
Attention: Susan Bucher	Attention: Manager

11. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall

be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

12. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

13. NO MODIFICATION EXCEPT IN WRITING:

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective January 1, 2019.

	As to the SOE:
WITNESSES:	SUPERVISOR OF ELECTIONS PALM BEACH COUNTY
	Susan Bucher
	Date:
	As to the MUNCIPALITY:
ATTEST:	INSERT NAME OF MUNICIPALITY
, Municipal Clerk	, Mayor
(Affix Municipal Seal)	Date:

Exhibit ASupervisor of Elections Municipal Elections Charges

	2019	COSTS
1	Single	Uniform
ABSENTEE BALLOTS	Election	Elections
Set up AB fee	0.40	0.03
On Call Support - Pitney Bowes		0.16
Prepare and mail Absentee Ballots		
(machine use, voter file, postage) - materials and postage Provide absentee voting - prep	2.17	2.17
and mailing; staff time	0.77	0.58
Process absentee ballot requests; staff time Recording/verification of Absentee	1.03	1.03
Ballot returns - staff time Notification to voters of Absentee Ballots on the disposition of	1.03	1.03
Canvassing Board	0.10	0.10
TOTAL ABSENTEE BALLOT	5.50	5.00
SERVICES	5.50	5.09
MUNICIPAL PACKAGE		
Arrange for translating, printing and recording of audio ballot	TBD	TBD
Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00	25.00

Publish legal notices (L&A testing, AB canvassing) L&A test development (unique test script, manual ballot marking,	934.01	59.25
pretesting for comparisons and pulling equipment for public tests)	160.92	160.92
Election Day support (all staff available & phone bank for voters)	3,718.87	708.37
Election Morning and Night OT staff	1,607.47	618.26
Assist the municipality with canvass of Absentee Ballots	351.00	351.00
Post of election results on WEB site and on Channel 20	98.95	98.95
Interface with candidates, press, city staff, city attorneys regarding Election Law	188.89	188.89
Assist in finding poll worker replacements	54.41	54.41
Prepare to conduct mandatory audit days after election Store all ballots for mandatory 12 months	119.01	119.01
Provide certification of registered voters after book closing	56.02	56.02
Provide certification of election results	56.02	56.02
Prepare information for upload to ePollBooks_Jeff D	87.31	87.31
Prepare Absentee Ballot, Edge layout and Sample Ballot - EC	147.21	147.21
Prepare Absentee Ballot, Edge layout and Sample Ballot - IT	174.63	174.63

TOTAL MUNICIPAL PACKAGE SERVICES	7,779.72	2,905.25
PRECINCT SERVICES Prepare Clerk bags incl Ipad,cell phones and election materials - IT and PW Staff time	13.44	13.44
Delivery and Pick up of voting equipment to training locations	12.92	4.84
Prepare equipment cabinets and routing of voter equipment	23.62	23.62
Prepare precinct scanners and ADA Touch screen equipment	23.62	23.62
Management of voting history (post elections)	27.67	27.67
Plan training class locations/trainers payroll/printed training materials	43.35	43.35
iPAD programming and prep time _IT staff	10.00	10.00
iPADs Data Service	144.00	144.00
Notification to provisional voters re: the disposition of Canvassing Board	5.11	5.11
Copy of current polling place contract	0.15	0.15
Copy of current poll workers	0.15	0.15
TOTAL PRECINCT SERVICES	304.03	295.95

Translation services incurred will be included in the SOE invoice to the municipalities that required the service.

EXHIBIT B

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS Municipal Elections Charges

2019 Uniform Election Costs *

Election Costs	elecco II				
MUNICIPALITY	MUNICIPAL	ABSENTEE BALLOTS	ALLOTS	PRECINCTS	ဖွာ
		# ballots @	\$5.09	# precincts @	\$295.95
HAVERHILL	\$2,905	40	\$204	4	\$1,184
RIVIERA BEACH	\$2,905	1,209	\$6,154	17	\$5,031
BOCA RATON	\$2,905	3,304	\$16,817	47	\$13,910
2019 One Municipal *	MUNICIPAL	ABSENTEE BALLOTS	ALLOTS	PRECINCTS	1 1
HAVERHILL	\$7,780	9	\$220	# A 4	\$1,216
RIVIERA BEACH	\$7,780	1,209	\$6,650	17	\$5,169
BOCA RATON	\$7,780	3,304	\$18,172	47	\$14,289

^{*} Costs exclude expenses absorbed by municipalities, i.e., pollworker payroll, precinct rentals, precinct ballot printing, advertising and precinct security . In addition, translation services incurred for municipalities are not included in these costs, and will be included in the SOE invoice to only the municipalities that required the service.



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R18-150 - Authorize the City Manager to Authorize the City Manager to apply for and sign all documents with Florida Department of Transportation (FDOT) State Safety Office associated with the grant acceptance and grant agreement in the amount of \$15,000, subject to the approval of the City Attorney for the Boynton Beach Occupant Protection & Child Passenger Safety Program.apply for and sign all documents with Florida Department of Transportation (FDOT) State Safety Office associated with the grant acceptance and grant agreement in the amount of \$15,000, subject to the approval of the City Attorney for the Boynton Beach Occupant Protection & Child Passenger Safety Program.

EXPLANATION OF REQUEST:

The Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive \$15,000 in subgrant funding for the 2018-19 funding cycle under the occupant protection & child passenger safety focus area. The funding is allocated for overtime. Approval of this award will allow our agency to conduct "zero tolerance" enforcement operations in high frequency crash and fatality locations. Enforcement of Florida's safety belt and child restraint laws will be accompanied with an educational opportunity to provide occupant protection information to the public.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

With rapid growth and expansion there comes a need to further enhance our efforts to reduce traffic crash injuries and fatalities that are related to occupant protection through enforcement and education. The Boynton Beach Police Department will review crash data to determine high frequency locations and conduct "zero tolerance" enforcement operations. The Boynton Beach Police Department will also conduct education initiatives to raise awareness in regards to occupant protection and child passenger safety. Traffic crash data will be reviewed and a special emphasis will be made to raise traffic safety awareness with the population group by targeting an area to solicit traffic safety information and guidance.

FISCAL IMPACT: Non-budgeted No fiscal impact.

ALTERNATIVES: Do not accept the grant award.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: \$15,000.00

ATTACHMENTS:

Type Description

Resolution Resolution Resolution approving Grant for Occupant Protection and Child Passenger Safety

Agreement with signature pages.

1	RESOLUTION NO. R18-
2 3 4 5 6 7 8 9 10	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT IN THE AMOUNT OF \$15,000.00 FOR THE BOYNTON BEACH OCCUPANT PROTECTION AND CHILD PASSENGER SAFETY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.
12 13	WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has
14	selected the City of Boynton Beach to receive \$15,000.00 in subgrant funding for the 2018-19
15	funding cycle under the impaired driving priority area; and
16	WHEREAS, the funding is allocated for overtime; and
17	WHEREAS, upon recommendation of staff, the City Commission has determined that
18	it is in the best interests of the residents of the City to authorize the City Manager to sign all
19	documents associated with the Florida Department of Transportation (FDOT) grant in the
20	amount of \$15,000.00 for the Boynton Beach Occupant Protection and Child Passenger Safety
21	Program.
22	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
23	THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
24	Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
25	being true and correct and are hereby made a specific part of this Resolution upon adoption
26	hereof.
27	Section 2. The City Commission of the City of Boynton Beach, Florida does hereby
28	authorize the City Manager to sign all documents associated with the Florida Department of
29	Transportation (FDOT) grant in the amount of \$15,000.00 for the Boynton Beach Occupant

Protection and Child Passenger Safety program, a copy of which is attached hereto as Exh
"A".
Section 3. This Resolution shall become effective immediately upon passage.
PASSED AND ADOPTED this day of, 2018.
CITY OF BOYNTON BEACH, FLORIDA
YES NO
Mayor – Steven B. Grant
Vice Mayor – Christina L. Romelus
Commissioner Mosk McCroy
Commissioner – Mack McCray
Commissioner – Justin Katz
Commissioner – Joe Casello
VOTE
ATTEST:
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

Zip:

33425-0310

For FDOT Use Only					N. J. 04040	
	oject Number: M			FDOT Contract Number: G1013		
		arded: \$15,000.00		FDOT DUNS Number: 80-939-7102		
	bgrant Award (S			Subgrant End Date: 9/30/2019		
An	nendment Dates	, ,	,	,		
Pa	rt I: GENERAL	ADMINISTRATIVE INFO	RMATION	(See Instructions	s)	
	Project Title:	Boynton Beach Occupar		,	,	
2.	Federal Funding	: \$15,000.00	Match:	\$0.00	Total Cost: \$15,000.00	
3.	Subrecipient Age	ency:		4. Implementing	g Agency:	
	Name: Address Line 1:	City of Boynton Beach PO Box 310		Name:	City of Boynton Beach Police Department	
	Address Line 2:			Address Line	1: 2045 High Ridge Road	
	City:	Boynton Beach		Address Line		
	State:	FL		City:	Boynton Beach	
	Zip:	33425-0310		State:	FL	
				Zip:	33426	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000282005						
6.	DUNS Number:	72247133				
7.	Chief Financial (Officer:		8. Project Direct	tor:	
Name: Mara Frederiksen		Name:	Officer Jaclyn Smith			
	Address Line 1: City of Boynton Beach Address Line 2: PO Box 310		Address Line	1: Boynton Beach Police Department		
			Address Line	2: 2045 High Ridge Road		
	City:	Boynton Beach		City:	Boynton Beach	
	State	FL		State:	FL	
	Zip:	33425-0310		Zip:	33426	
	Telephone:	561.742.6312		·	561.742.6195	
	E-Mail:	frederiksenm@bbfl.us		E-Mail:	smithja@bbfl.us	
9.	Financial Reimb	ursement Contact:		10. Project Activ	vity Contact:	
	Name:	Mara Frederiksen		Name:	Officer Jaclyn Smith	
	Title:	Finance Director		Title:	Grant Manager	
	Telephone:	561.742.6312		Telephone:	561.742.6195	
	E-Mail:	frederikmsen@bbfl.us		E-Mail:	smithja@bbfl.us	
11	Payment Remi	ttance Address:		ı		
	Name:	City of Boynton Beach				
	Address Line 1					
	Address Line 2					
	City:	Boynton Beach				
	State:	FL				

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Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- 1. Statement of the Problem
- 2. Proposed Solution
- 3. Project Objectives
- 4. Evaluation

Statement of the Problem

The City of Boynton Beach is located along the Atlantic Coast in the southern part of Palm Beach County. The city is approximately 16 square miles and lies between West Palm Beach, 10 miles to the north and City of Miami, which is approximately 50 miles to the south. The city has approximately 70,000 year-round residents. During the winter months, there is a sharp increase with part time residents and tourists. There are nine major roadways within the city limits, including Boynton Beach Boulevard (State Road 804), which is the main roadway with an exit/entrance to Interstate 95 and Florida's Turnpike.

According to the Florida Department of Transportation (FDOT) fiscal year (FY) 2019 Highway Safety Matrix, the City of Boynton Beach ranked 13 out of 99 for crashes with occupant protection-related serious injuries or fatalities.

Boynton Beach Police Department (PD) Crash and Citation Data:

	2015	2016	2017
Total crashes	3,111	3,338	3,278
Total crashes with fatalities	9	11	7
Total crashes with injuries	583	693	522
Total safety belt/child restraint citations	288	172	276

It is clear that continued education and enforcement of the state's safety belt and child restraint laws is necessary in order to reduce the incidences of injuries and fatalities on the city's roadways.

Proposed Solution

The Boynton Beach Occupant Protection and Child Passenger Safety Program aims to reduce traffic crash fatalities and injuries due to unrestrained or improperly restrained occupants through education and enforcement. Boynton Beach PD will review available crash data to determine high frequency crash locations where occupants were not properly restrained. Traffic personnel will conduct "zero tolerance," high visibility enforcement operations at these locations. Enforcement of Florida's safety belt and child passenger restraint laws will be accompanied with an educational opportunity to provide occupant protection information to the public. The department will also participate in the statewide Click It Or Ticket public awareness and enforcement campaign.

Communications and outreach will be a core component of this program. The Boynton Beach PD will conduct education initiatives in local high schools, senior centers, businesses, civic organization and public forums to raise awareness of safety belt and child restraint laws. The department will review local traffic crash data to determine which population groups constitute a majority of the traffic crashes involving unrestrained or improperly restrained occupants. A special emphasis will be made to raise awareness within the identified groups. In addition, Boynton Beach PD will partner with local resources such as the Community Traffic Safety Team, the Law Enforcement Liaison Program, neighboring law enforcement agencies and local media outlets to promote occupant protection messages.

Project Objectives

By the end of the grant period (September 30, 2019) this project will:

1. Strive to decrease occupant protection-related injuries and fatalities in the City of Boynton Beach by 5% when

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State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- 1. Statement of the Problem
- 2. Proposed Solution
- 3. Project Objectives
- 4. Evaluation

compared to the previous three-year average.

- 2. Conduct a minimum of 1 occupant protection high visibility overtime enforcement operation per month.
- 3. Participate in the state Click It Or Ticket campaign through occupant protection overtime enforcement operations and/or educational/community activities.
- 4. Conduct and or participate in a minimum of 6 educational/community outreach events to increase occupant protection awareness during the project period.
- 5. Provide occupant protection information and education to the public through the use of message boards, local media outlets, social media and/or press releases at least 6 times during the project period.

Evaluation

- 1. Occupant protection-related injuries and fatalities are reduced by 5% in the City of Boynton Beach, compared to the previous three-year average.
- 2. The number of occupant protection high visibility overtime enforcement operations conducted per month.
- 3. The number of occupant protection overtime enforcement operations conducted and education/community activities conducted/participated in during the Click It Or Ticket campaign dates of May 20–June 2, 2019.
- 4. The number of educational/community outreach events conducted or participated in to increase occupant protection awareness during the project period.
- 5. The number of instances that occupant protection information and education is provided to the public through the use of message boards, local media outlets, social media and/or press releases during the project period.

Amendment Number:	(FDOT Only)
Effective Date:	(FDOT Only)

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Part III: PROJECT DETAIL BUDGET

Project Title: Boynton Beach Occupant Protection and Child Passenger Safety Program

Project Number: <u>M2HVE-19-20-01</u> FDOT Contract Number: G1013

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
A. Personnel Services				
Overtime Salary	Overtime salary only.	\$15,000	\$15,000	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$15,000	\$15,000	\$ 0
B. Contractual Services				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
C. Expenses		Φ. Ο	ΦΩ.	# 0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0 \$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0 ©0
		\$ 0	\$0 £0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0 £0	\$0
		\$ 0	\$0 \$0	\$0 \$0
		\$ 0		\$0 \$0
		\$ 0	\$0 \$0	\$0 \$0
		\$ 0	\$0 \$0	\$0 \$0
		\$ 0	\$0 \$0	\$0 \$0
		\$ 0	\$0 \$0	\$0 \$0
		\$ 0	\$0 \$0	\$0 \$0
		\$ O \$ O	\$0 \$0	\$0 \$0

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M2HVE-19-20-01 // Sub-grant Draft Application

	\$	0	\$0	\$0
	\$	0	\$0	\$0
	\$	0	\$0	\$0
Subtotal	\$	0	\$ 0	\$ 0

Amendment Number: (FDOT Only)

Effective Date: (FDOT Only)

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Part III: PROJECT DETAIL BUDGET

Project Title: Boynton Beach Occupant Protection and Child Passenger Safety Program

Project Number: M2HVE-19-20-01

FDOT Contract Number: G1013

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
D. Equipment Costing over				
\$5,000				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
E. Indirect Cost				
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
	Total Cost of Project	\$15,000	\$15,000	\$ 0

Amendment Number:	(FDOT Only)
Effective Date:	(FDOT Only)

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PART IV: PERFORMANCE REPORT

Project Title: Boynton Beach Occupant Protection and Child Passenger Safety Program				
Project Number: M2HVE-19-20-01				
FDOT Contract Number: G1013				
Minimum Performance St The following are the minimum performance standards required in this subgrant agre form number 500-065-19 Performance Report and shall be inc	ement. The status of these standards will be reported using FDOT			
1. Provide assistance and support for Boynton Beach Occupant Protection and	Child Passenger Safety Program.			
Conduct occupant protection high visibility enforcement operations.				
Conduct outreach/educational activities for occupant protection.				
Provide performance reports.				
Submit request(s) for financial reimbursement.				
6.				
7.				
8.				
9.				
National Highway Traffic Safety Administration (NH The following statistics are required reporting for any traffic safety This information must be reported in the final narrative report FDOT	v enforcement grant. (enforcement grants only)			
Number of seat belt citations issued during subgrant-funded enforcement act	ivities.			
Number of impaired driving arrests made during subgrant-funded enforcement	nt activities.			
3. Number of speeding citations issued during subgrant-funded enforcement ac	etivities.			
	Amendment Number: (FDOT Only)			
	Effective Date: (FDOT Only)			

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PERFORMANCE REPORT

500-065-19 SAFETY 10/16

lm	mplementing Agency: City of Boynton Beach Police Department					
		Claim Number:				
Pr	oject Number: M2HVE-19-20-01	(Example: G0527001) <u>G1013</u>				
Fo	r the Period of:	through				
p	A performance report shall be provided with each request for financial reimbursement. List the minimum performance standards, as written in Part IV of this subgrant agreement, then describe the activities conducted within this period for each standard. Detailed instructions can be found in the Subrecipient Quick Reference Guide.					
1.	Provide assistance and support for Boynto Safety Program.	on Beach Occupant Protection and Child Passenger				
	A. Strive to decrease occupant protection-rel 5% when compared to the previous three-	lated injuries and fatalities in the City of Boynton Beach by year average.				
2.	Conduct occupant protection high visibility	y enforcement operations.				
	Conduct a minimum of 1 occupant protect month.	ion high visibility overtime enforcement operation per				
	B. Participate in the state Click It Or Ticket c enforcement operations and/or educations	ampaign through occupant protection overtime al/community activities.				
3.	Conduct outreach/educational activities fo	r occupant protection.				
	A. Conduct and or participate in a minimum of occupant protection awareness during the	of 6 educational/community outreach events to increase project period.				
	·	nd education to the public through the use of message and/or press releases at least 6 times during the project				
4.	Provide performance reports.					
	Per the terms of the subgrant agreement, the and all subgrant performance has been no	performance report is provided with reimbursement claim ted.				
5.	Submit request(s) for financial reimbursem	nent.				

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Per the terms of the subgrant agreement, the financial reimbursement request is hereby submitted and includes all costs paid for this period.

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COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R18-151 - Authorize the City Manager to sign all documents with Florida Department of Transportation (FDOT) State Safety Office associated with the grant acceptance and grant agreement in the amount of \$22,000, subject to the approval of the City Attorney for the Boynton Beach Impaired Driving Enforcement Program.

EXPLANATION OF REQUEST: The Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive \$22,000 in subgrant funding for the 2018-2019 funding cycle under the impaired driving priority area. The funding is allocated for overtime (\$20,000) in relation to DUI enforcement and DUI education materials (\$2,000).

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

With rapid growth and expansion there comes a need to further enhance our efforts to reduce traffic crashes, fatalities and injuries that are related to impaired driving through enforcement and education. The Boynton Beach Police Department will review crash data to determine high frequency locations and conduct "zero tolerance" enforcement operations. The Boynton Beach Police Department will also conduct education initiatives to raise awareness in regards to traffic safety, including impaired driving. Traffic crash data will be reviewed and a special emphasis will be made to raise traffic safety awareness with the population group by targeting an area to solicit traffic safety information and guidance.

FISCAL IMPACT: Non-budgeted No fiscal impact.
ALTERNATIVES: Do not accept the grant.
STRATEGIC PLAN:
STRATEGIC PLAN APPLICATION:
CLIMATE ACTION: No
CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: \$22,000.00

ATTACHMENTS:

D

Type Description

Resolution Resolution Resolution approving FDOT Grant Award for Impaird Driving Enforcement Program

Agreement Agreement with signature pages

1	RESOLUTION NO. R18-
2	A RESOLUTION OF THE CITY OF BOYNTON BEACH,
4	FLORIDA, AUTHORIZING THE CITY MANAGER TO
5	SIGN ALL DOCUMENTS ASSOCIATED WITH THE
6 7	FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT IN THE AMOUNT OF \$22,000.00 FOR
8	THE BOYNTON BEACH IMPAIRED DRIVING
9	ENFORCEMENT PROGRAM; AND PROVIDING AN
10	EFFECTIVE DATE.
11 12	
13	WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has
14	selected the City of Boynton Beach to receive \$22,000.00 in subgrant funding for the 2018-19
15	funding cycle under the impaired driving priority area; and
16	WHEREAS, the funding is allocated for overtime in relation to DUI enforcement and
17	DUI education materials; and
18	WHEREAS, upon recommendation of staff, the City Commission has determined that
19	it is in the best interests of the residents of the City to authorize the City Manager to sign all
20	documents associated with the Florida Department of Transportation (FDOT) grant in the
21	amount of \$22,000.00 for the Boynton beach Impaired Driving Enforcement Program.
22	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
23	THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
24	Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
25	being true and correct and are hereby made a specific part of this Resolution upon adoption
26	hereof.
27	Section 2. The City Commission of the City of Boynton Beach, Florida does hereby
28	authorize the City Manager to sign all documents associated with the Florida Department of
29	Transportation (FDOT) grant in the amount of \$22,000.00 for the Boynton Beach Impaired

30	Driving Enforcement	program, a copy of v	which is attached he	reto as Exl	nibit "A"	
31	Section 3.	This Resolution shall	ll become effective	immediate	ly upon p	passage
32	PASSED AN	D ADOPTED this _	day of	, 201	18.	
33		CITY OF BO	OYNTON BEACH,	FLORIDA	A	
34						
35					YES	NO
36						
37		Mayor – Ste	ven B. Grant			·
38			a			
39		Vice Mayor	– Christina L. Rom	elus		
40		a	MIMO			
41		Commission	er – Mack McCray			
42		Commission	er – Justin Katz			
43 44		Commission	er – Justin Katz			
44 45		Commission	er – Joe Casello			
46		Commission	ci joe Casello			
47						
48			V	OTE		
49			·			_
50	ATTEST:					
51						
52						
53						
54	Judith A. Pyle, CMC					
55	City Clerk					
56						
57						
58	(0 , 0 1)					
59	(Corporate Seal)					
60 61						

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **FDOT Contract Number: G1154** Project Number: M5HVE-19-06-04 Federal Funds Awarded: \$22,000.00 **FDOT DUNS Number:** 80-939-7102 **Subgrant Award (Start) Date:** Subgrant End Date: 9/30/2019 **Amendment Number and Dates:** Part I: GENERAL ADMINISTRATIVE INFORMATION (See Instructions) Project Title: Boynton Beach Impaired Driving Enforcement Federal 2. Total Funding: \$22,000.00 Cost: \$22,000.00 Match: \$0.00 Implementing Agency: Subrecipient Agency: 3. City of Boynton Beach Name: City of Boynton Beach Police Name: Address Line 1: PO Box 310 Department Address Line 2: Address Line 1: 2045 High Ridge Road Address Line 2: City: **Boynton Beach Boynton Beach** Citv: State: Zip: 33425 - 0310 State: FL 33426 - 0000 Zip: 5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 6. **DUNS Number:** 7. Chief Financial Officer: **Project Director:** Name: Mara Frederiksen Officer Jaclyn Smith Name: Address Line 1: PO Box 310 Address Line 1: 2045 High Ridge Road Address Line 2: Address Line 2: Citv: **Boynton Beach** Citv: **Boynton Beach** State: FL State: FL Zip: 33425 - 0310 Zip: 33426 -Telephone No: (561) 742 - 6312 ext. Telephone No: (561) 742 - 6195 ext. E-Mail Address: frederiksenm@bbfl.us E-Mail Address: smithja@bbfl.us 9. Financial Reimbursement Contact: 10. Project Activity Contact: Name: Mara Frederiksen Name: Officer Jaclyn Smith Title: Finance Director Title: Grant Manager Telephone Number: (561) 742 - 6312 ext. Telephone Number: (561) 742 - 6195 ext. E-Mail Address: frederiksenm@bbfl.us E-Mail Address: smithja@bbfl.us 11. Payment Remittance Address: Name: City of Boynton Beach Address Line 1: PO Box 310 Address Line 2: City: **Boynton Beach** State: 33425 - 0310 Zip:

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- 1. Statement of the Problem
- 2. Proposed Solution
- 3. Project Objectives
- 4. Evaluation

STATEMENT OF THE PROBLEM:

The City of Boynton Beach is located along the Atlantic Coast in the southern part of Palm Beach County. The city is approximately 16 square miles and lies between West Palm Beach, 10 miles to the north and City of Miami, which is approximately 50 miles to the south. The city has approximately 70,000 year-round residents. During the winter months, there is a sharp increase in part time residents and tourists to the area. There are nine major roadways within the city limits, including Boynton Beach Boulevard (State Road 804), which is the main roadway with an exit/entrance to Interstate 95 and Florida's Turnpike.

According to the Florida Department of Transportation (FDOT) Fiscal Year 2019 Highway Safety Matrix, the City of Boynton Beach is ranked number 16 in Group II of Florida Cities (Group II: Populations of 15,000-74,999) for Impaired Driving – related serious injuries or fatalities.

Boynton Beach Police Department (PD) Crash and Citation Data:

	2015	2017
Fatality Crashes:	11	7
Fatality Crashes DUI Related:	2	0
Fatalities in DUI Related Crashes:	2	0
Injury Crashes:	391	522
Injury Crashes DUI Related:	3	13
Injury in DUI Related Crashes:	17	28
Total Crashes:	3,111	3,278
Crashes DUI Related:	12	23

PROPOSED SOLUTION:

The Boynton Beach PD has utilized funding from the FDOT with great success over the past several years. With the rapid growth and expansion comes a need to further enhance our efforts to reduce impaired driving related traffic crashes, fatalities and injuries through a comprehensive strategy based on deterrence enforcement, prevention, intervention, communication and outreach in and around these two high incident areas.

Boynton Beach PD will review crash data on a weekly basis to determine high frequency crash fatality locations throughout our jurisdiction; schedules will then be developed for agency personnel to conduct "zero tolerance" enforcement operations at those locations. The project director will be responsible for ensuring that data is reviewed each week, to review for any possible changes to our target list of locations. In addition, the project director will be responsible for distributing this target list of locations to all personnel so that they can concentrate on these specified areas, which will increase law enforcement presence.

Through this FDOT funding, overtime will be paid to Boynton Beach PD officers to conduct 24 "zero tolerance" enforcement operations. These enforcement operations will be used to deter impaired driving, check for valid driver licenses and seat belt use, outstanding warrants, stolen vehicles and other traffic or criminal infractions.

The Boynton Beach PD will also conduct education initiatives in local high schools, senior centers, businesses, civic organizations and public forums to raise awareness regarding traffic safety, including impaired driving. The police department will determine through a review of our crash data which population groups are involved in most of traffic crashes that occur within our jurisdiction. A special emphasis will be made to raise traffic safety awareness with this

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- 1. Statement of the Problem
- 2. Proposed Solution
- 3. Project Objectives
- 4. Evaluation

population group by targeting an area to solicit traffic safety information and guidance.

To facilitate the delivery of this message, the Boynton Beach PD will partner with local resources such as the Community Traffic Safety Team, Law Enforcement Liaison Program, neighboring law enforcement agencies and local media outlets. The Boynton Beach Police Department will also participate in any statewide public awareness and enforcement campaigns sponsored by the FDOT Safety Office, including the Drive Sober or Get Pulled Over campaign.

PROJECT OBJECTIVES:

- 1. Strive to decrease impaired driving crashes and fatalities citywide by 5% when compared to the previous three-year average.
- 2. Conduct 24 impaired driving high visibility overtime enforcement operations during the project period.
- 3. Participate in the state Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
- 4. Conduct and or participate in 4 educational/community outreach events to increase impaired driving awareness during the project period.
- 5. Provide impaired driving information and education to the public through the use of either message boards/local media outlets/social media/press releases at least 6 times during the project period.

EVALUATION

- 1. Impaired driving crashes and fatalities are reduced by 5% citywide, compared to the previous three-year average.
- 2. The number of impaired driving high visibility overtime enforcement operations conducted during the project period.
- 3. The number of impaired driving overtime enforcement operations conducted and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
- 4. The number of educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.
- 5. The number of instances that impaired driving information and education is provided to the public through the use of either message boards/local media outlets/social media/press releases during the project period.

Amendment Number:	(FDOT (Only)
Effective Date:	(FDOT (Only)

Part III: PROJECT DETAIL BUDGET

Project Title: Boynton Beach Impaired Driving Enforcement

Project Number: <u>M5HVE-19-06-04</u>
FDOT Contract Number: G1154

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
A. Personnel Services				
Overtime salary	Overtime to conduct DUI	\$20,000	\$20,000	\$0
(no benefits)	enforcement and education	\$ 0	\$0	\$0
	initiatives.	\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$20,000	\$20,000	\$ 0
B. Contractual Services				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
C. Expenses				
Educational materials	DUI educational materials	\$2,000	\$2,000	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$2,000	\$2,000	\$ 0

Amendment Number: (FDOT Only)
Effective Date: (FDOT Only)

Part III: PROJECT DETAIL BUDGET

Project Title: Boynton Beach Impaired Driving Enforcement

Project Number: <u>M5HVE-19-06-04</u>
FDOT Contract Number: <u>G1154</u>

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
D. Equipment Costing over \$5,000				
40,000		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
E. Indirect Cost				
0%		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
	Total Cost of Project	\$22,000	\$22,000	\$ 0

Amendment Number:	(FDOT Only)
Effective Date:	(FDOT Only)

PART IV: PERFORMANCE REPORT

Project Title: Boynton Beach Impaired Driving Enforcement
Project Number: M5HVE-19-06-04
FDOT Contract Number: G1154
Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
Collect and analyze crash data to determine focus areas for targeted enforcement.
Conduct impaired driving high visibility enforcement operations.
3. conduct outreach/education activities for impaired driving.
4. Provide performance reports.
5. Submit request(s) for financial reimbursement.
6.
7.
8.
9.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
Number of seat belt citations issued during subgrant-funded enforcement activities.
Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.
Amendment Number:(FDOT Only) Effective Date:(FDOT Only)

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and it's Implementing Agency.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

- 2. Audit. The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements, and this subgrant agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450

FDOTSingleAudit@dot.state.fl.us

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- **3. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

- **4.** Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.
- **5. Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.
- 6. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 7. **Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 8. Disadvantaged Business Enterprises (DBE).
 - (a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

- **9. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant agreement, or any project, program, or activity that receives or benefits from this subgrant award. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.
- **10. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex)
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federallyfunded or not)
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
 - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
- (i) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program
- **11. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.
- **12. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- **13. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.
- **14. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.
 - (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

- Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

STATE REGULATIONS

- **15. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.
 - (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- **16. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

17. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

18. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- **19. Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.
- **20.** Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

- **21. Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.
- **22. Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.
- **23. Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

GRANT MANAGEMENT

- **24. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatory of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.
- **25. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation Attn: Traffic Safety Administrator State Safety Office, MS 53 605 Suwannee Street Tallahassee, Florida 32399-0450 Florida Department of Transportation Attn: Governor's Highway Safety Representative State Safety Office, MS 53 605 Suwannee Street Tallahassee, Florida 32399-0450 The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

- **26. Equipment.** Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.
 - (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should notify the FDOT State Safety Office so that the equipment can be transferred to another agency for use or disposed of.
 - (b) **Major Purchases and Dispositions.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from the FDOT Safety Office.
 - ii. Dispositions shall receive prior written approval from the FDOT Safety Office.
 - (c) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
 - (d) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
 - (e) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.
- 27. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

28. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

- **29. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
 - (a) Failure to provide the required audits,
 - (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
 - (c) Failure to provide required performance and final narrative reports in the required time frame,
 - (d) Failure to perform work described in Part II of this subgrant agreement,
 - (e) Failure to provide reimbursement requests and performance reports in a timely manner,
 - (f) Providing fraudulent performance reports or reimbursement requests,
 - (g) Misuse of equipment purchased with Federal highway safety funds.
- **30. Performance.** In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

31. Personnel Hired or Paid Under this Subgrant Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Subgrant Funded Positions.** Any agency receiving subgrant funds for the reimbursement of positions (excluding law enforcement agency positions), in whole or in part through this subgrant agreement, shall report and get approval in writing of any staffing using the Safety Grant Personnel Form (FDOT Form No. 500-065-24).
- (c) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
- (d) Overtime.
 - i. Overtime Hours. Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported and billed based on hours worked for each subgrant agreement type.
 - ii. Overtime Rate. Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- (e) Additional Requirements for Law Enforcement Agencies.
 - i. Created Position(s) Reporting and Maintenance Requirement. Subrecipients receiving first year funding for a newly created full-time position(s) through a subgrant agreement shall provide written notification to the FDOT State Safety Office within 30 days of this subgrant agreement being awarded that a new position(s) has been created in the agency as a result of this subgrant agreement being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends to be eligible for future subgrant funding.

- **32. Reports.** The following reports are required for reimbursement of subgrant funding:
 - (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described Part IV of this subgrant agreement.
 - (b) Final Narrative Report. (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
 - (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
 - (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.
- **33. Term of this Subgrant Agreement.** Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

34. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:
 - i. Purchase of Airfare
 - ii. Travel to conference
 - iii. Travel which includes a registration fee
 - iv. Out-of-subgrant-specified work area travel
 - v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

(c) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$150.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$150.00 plus the

applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$150 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

35. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Chapter 60B-1.004 F.S. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

36. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

37. Subcontract Agreements.

- (a) **Requirement for Pre- Approval**. All subcontract agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period);
 - ii. Total contract amount:
 - iii. Scope of work/Services to be provided;
 - iv. Quantifiable, measurable, and verifiable units of deliverables;
 - v. Minimum level of service to be performed and criteria for evaluating successful completion;
 - vi. Budget/Cost Analysis; and
 - vii. Method of compensation/Payment Schedule.

(c) Additional Required Clauses.

- i. All subcontract agreements shall contain the following statement:
 - "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. Buy American Act clause (see Section 3 of Part V)
- iii. Certification Regarding Federal Lobbying (see Section 14 of Part V)
- iv. Cooperation with Inspector General (see Section 17 of Part V)
- v. **DBE Clause** (see Section 8(b) of Part V)

- vi. E-Verify clause (see Section 18 of Part V)
- vii. Nondiscrimination clause (see Section 10 of Part V)
- viii. Clean Air Act and Federal Water Pollution Control Act clause (subcontracts in excess of \$150,000) (see Section 4 of Part V)
- **38.** Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the amount applied for during the concept paper application process, and awards are based on cost benefit, available funding, and if the indirect cost rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.
- **39. Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

40. Procedures for Reimbursement.

- (a) Required Forms. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.
- (b) **Supporting Documentation.** Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in this approved subgrant agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- i. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. Fringe Benefits: Should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Should be supported by a consultant travel form or other approved DFS travel form, copies of receipts for all miscellaneous costs applicable to the travel, in accordance with the most current version of the FDOT Disbursements Handbook, and proof of payment of travel costs by the Subrecipient.
- v. **Equipment Costing Over \$5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (c) Frequency and Deadlines for Submission.
 - i. Partial Claims. Subrecipients should submit all costs for reimbursement monthly, unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) Reimbursement Timeline. Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of

subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.

- (j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- **41. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.
- **42. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.
- **43.** Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.
- **44. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- **45. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- **46. Enforcement.** In accordance with 23 U.S.C. Chapter 4, the State encourages law enforcement agencies to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23. U.S.C. 402(j)).
 - (a) Automated Traffic Enforcement. No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.

(c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.

(d) Impaired Driving Enforcment.

- i. Hours of Emphasis. A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
- iii. Required Credentials for Impaired Driving Enforcement. Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
 - NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
 - f. Be an active certified Drug Recognition Expert (DRE)
- (e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (f) Occupant Protection Enforcement. All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday.
- (g) Speed and Aggressive Driving Enforcement. All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Shield.
 - i. Required Credentials for Speed Enforcement. Any law enforcement officer who is using a radar or lasar speed detection system, must be certified in the use of that piece of equipment.

47. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it

shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
- ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
- iii. The amount allocated for paid media
- iv. Anticipated creative costs associated with the paid media
- v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
- (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.
- **48. Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation, or Funded by FDOT." Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public

information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and therefore unallowable under this subgrant agreement.

49. Publication and Printing of Observational Surveys and Other Reports.

- (a) Review and Publication. During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 50(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation, or any other agency of the State or Federal Government.
- **50. Safety Belt Policy.** Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

51. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:							
20.600 – State and Community Highway Traffic Safety Program (NHTSA 402 F							
	ofiling (NHTSA 1906 Funds)						
	20.614 – National Highway Traffic Safety Administration (NTHSA 403 funds)	n Discretionary Safety Grants					
	20.616 - National Priority Safety Program (NHTSA 405	Funds)					
*Federal Funds Awarded: Awarding Agency: Indirect Cost Rate: **Award is for R&D:	Awarding Agency: Florida Department of Transportation Indirect Cost Rate: 0%						
**Research and Development	ay change with supplemental agreements as defined at §200.87, 2 CFR Part 200 pursuant to this subgrant are subject to the followin	g audit requirements:					
	iform Administrative Requirements, Cost Principles and						
Federal resources awarded	pursuant to this subgrant may also be subject to the	e following:					
(a) Federal Funding Acco www.fsrs.gov	ountability and Transparency Act (FFATA) Sub-award Re	eporting System (FSRS)					
Federal Award Identification	n Number (FAIN):	FAIN Award Date:					

Project Title:	Boynton Beach Impaired Driving	<u> Enforcen</u>	nent						
Project Number:	M5HVE-19-06-04								
FDOT Contract Number:	G1154								
Agreement that each have	read and understand the Agreemes and representations herein have	ent in its e	nd agree to the conditions set forth in Part V of this ntirety. Now, therefore, in consideration of the I this Agreement by their undersigned officials on						
(For FDOT Use Only)		SUBRE	CIPIENT						
STATE OF FLORIDA DEPARTMENT OF TRAN	SPORTATION	Ву:	Signature of Authorized Representative						
By:Authorized FDOT State	Safety Office Representative		Lori LaVerriere Authorized Representative's Name Printed						
Date:	te Signed	Title:	City Manager Authorized Representative's Title Printed						
Reviewed for the Florida D	Department of Transportation:	Date:	Date Signed						
By:Authorized	I FDOT Attorney	IMPLEN	IENTING AGENCY						
Date:	te Signed	By:	Signature of Authorized Representative Michael G. Gregory						
			Authorized Representative's Name Printed Chief of Police						
		Date:	Authorized Representative's Title Printed Date Signed						
NOTE: These signate	tures are the only recognized a delegation is gr		representatives for this agreement, unless writing.						



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Approve the issuance of an annual blanket purchase order to Johnson Controls Fire Protection utilizing the Sourcewell a/k/a NJPA Contract #031517-SGL with an estimated annual expenditure of \$60,000 for alarm/sprinkler monitoring, inspections, and services/repairs. The procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:

Johnson Controls Fire Protection (JCFP) provides fire alarm/sprinkler monitoring, inspections, and services/repairs for various fire alarm/sprinkler systems throughout the City facilities. We are requesting the authorization for a blanket purchase order with an annual estimated expenditure of \$60,000 effective throughout the length of the NJPA Contract 031517-SGL, contract period which expires on June 30, 2021.

Previous year's expenditures:

17/18 - \$44,100

16/17 - \$60,000

15/16 - \$59.000

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The National Fire Protection (NFP) Code and the Fire Department requires that fire alarm and sprinkler systems in all City facilities be annually monitored and inspected. Failure to meet these requirements would result in receiving violation notifications from the Fire Department and would render the systems ineffective.

FISCAL IMPACT: Budgeted

Funding is budgeted in the following accounts:

Facilities Management: #001-2511-519-49-17 Library (Schoolhouse Museum): #001-2612-571-46-20 Utilities Admin: #401-2821-536-49-17 Utilities West Water Plant: #401-2811-539-49-17

STRATEGIC PLAN:	

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

ALTERNATIVES:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Johnson Controls Fire Protection

START DATE: 6/30/2017

END DATE: 6/30/2018

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?:

EXTENSION EXPLANATION:

ATTACHMENTS:

	Туре	Description
D	Letter	Agenda Attachment - Johnson Controls Fire Potection - Authorization Letter
D	Letter	Agenda Attachment - Johnson Controls Fire Potection - Authorization Letter #2
D	Contract	Agenda Attachment - Johnson Controls Fire Protection NJPA Pricing Exp 06-30-21 (1)
ם	Contract	Agenda Attachment - Johnson Controls Fire Protection NJPA Pricing Exp 06-30-21 (2)
ם	Contract	Agenda Attachment - Johnson Controls Fire Potection NJPA Pricing Exp 06-30-21 (3)



Johnson Controls Fire Protection, Inc. 1830 Park Lane South Jupiter, FL 33458 P: 561-277-4140 F: 561-747-7307 www.jci.com

Date: August 17, 2018

City of Boynton Beach 222 N.E. 9th Ave. Boynton Beach, Florida 33435

Attn: Adrianna Greco Arencibia

Assistant to Director

Public Works / Solid Waste

Phone: 561-742-6596 Fax: 561-742-6211

Greco-ArencibiaA@bbfl.us

http://www.boynton-beach.org/

RE: NJPA contract 031517-SGL

Johnson Controls Letter dated June 25, 2018

To whom it may concern,

Johnson Controls Fire Protection, Inc., authorizes the City of Boynton Beach to piggy back the NJPA contract 031517-SGL and we will honor the same pricing offered to the City of Boynton Beach from the period of the contract from January 1, 2018 to December 31, 2018 to also include the period of the proposed contract period from January 1, 2019 to September 30, 2019.

Should you have any questions, please don't hesitate to contact me.

Best Regards,

Johnson Controls Fire Protection, Inc.

Steven S Hoher

Fire Service Manager

Attachment1: merger name change ltr johnson controls fire protection inc March 30, 2018

Attachment2: NJPA SG Rider Name Change 01-04-2018 Executed,

Attachment3: Johnson Controls Letter dated June 25, 2018



Johnson Controls Fire Protection, Inc. 1830 Park Lane South Jupiter, FL 33458 P: 561-277-4140 F: 561-747-7307 www.jci.com

Date: June 25, 2018

City of Boynton Beach 222 N.E. 9th Ave. Boynton Beach, Florida 33435

Attn: Adrianna Greco Arencibia

Assistant to Director

Public Works / Solid Waste

Phone: 561-742-6596 Fax: 561-742-6211

Greco-ArencibiaA@bbfl.us

http://www.boynton-beach.org/

RE: NJPA contract 031517-SGL

To whom it may concern,

Johnson Controls Fire Protection, Inc., authorizes the City of Boynton Beach to piggy back the NJPA contract 031517-SGL and we will honor the same pricing offered to the City of Boynton Beach for the period of the contract from January 1, 2018 to December 31, 2018.

Should you have any questions, please don't hesitate to contact me.

Best Regards,

Johnson Controls Fire Protection, Inc.

Steven S Hoher

Fire Service Manager

Attachment1: merger name change_ltr_johnson controls fire protection inc 03-30-2018

Attachment2: NJPA SG Rider Name Change 01-04-2018 Executed

		City of Boynton Beach - 07/31/2018	01/01/2018-	#031517-SGL							
Contract #	ACE Customer #	Site Name	Address	City	State	Zip	Fire Alarm Inspection \$ Parts & Labor	Fire Alarm Inspection Frequency	Fire Alarm Inspection Months	Fire Alarm Monitoring	Fire Alarm Monitoring Accnt #
25406	00200796	Boynton Beach Art Center	125 Se 2nd Ave	BOYNTON BEACH	FL	33435	\$ 757	Annual	Mar	\$ 288	204-2498
25433	00751320	Boynton Beach Civic Center	128 E Ocean Ave	BOYNTON BEACH	FL	33435	\$ 577	Annual	Mar	\$ 288	Cops Mon 285-0104
25427	00693880	Boynton Beach Library	208 S Seacrest Blvd	BOYNTON BEACH	FL	33435	\$ 2,294	Annual	Mar	\$ 288	301-2021

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Sprinkler Test and Inspection	Sprinkler Inspection Frequency	Sprinkler Inspection Months	Backflow Test and Inspection	Backflow Inspection Frequency	Backflow Inspection Months	Emergency Lights Test and Inspection	NJPA Annual Total	NJPA Prorated Total 7 Months	
							\$ 1,045	\$ 609.58	
							\$ 865	\$ 504.58	
\$ 551	Semi	Mar, Jun	\$ -				\$ 3,133	\$ 1,827.58	
							\$5,043.00	\$ 2,941.75	



National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Art Center CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 125 Se 2nd Ave Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018 July 31, 2018 \$1,045.00 by Product Line & Inspe Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Annua Mar Simplex 4010 ES Fire Panel(s) Pull Stations 6 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$216.00 **\$747.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Francisco	In an and Manada.
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0		7411001	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'i svc coverage desc. (hood clean, parts, union labor) Audible signal testing	5	\$10.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,045.00	Date: Customer Signature:	



National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Civic Center CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 128 E Ocean Ave Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- July 31, 2018 \$865.00 by Product Line & Inspe Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Annua Mar Firelite MS9200 Fire Panel(s) Pull Stations 6 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 0 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$146.00 **Annual Cost** \$549.00 Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

Annual Pre-Action Cost		\$0.00 \$0.00		
		\$0.00 \$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost	0	\$0.00	Lancard Forence	In an est Manth (a)
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack	0			
Optional Platinum Coverage	No	\$0.00		
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage	Quantity: 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional Additional Hours for Training or to meet Monthly Requirements	Quantity: 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0		Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'i svc coverage desc. (hood clean, parts, union labor) Audible signal testing	14	\$28.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$865.00	Date: Customer Signature:	



Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Library CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 208 S Seacrest Blvd Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Michelle Koski Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$3,133.00 by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Annual Mar Simplex 4100 U Fire Panel(s) Pull Stations 21 Smoke Detector - Sensitivity report from panel per 250 0 37 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 6 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 128 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Annual Tamper Switches Dact (Dialer Panel) 4 Annual 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$1,454.00 **\$2,294.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Semi-Annual Mar, Jun, Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). Annual Additional Control Assemblies (Tamper and Flow) 6 Quarterly PIV's (Post indicator valve) Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Sep 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection -\$592.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00

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\$0.00

Annual Pre-Action Cost		\$0.00 \$0.00		
		\$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost	0	\$0.00		In an and Manufle (a)
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack	Quantity: 0 0		Inspect Frequency:	Inspect Month:
Optional Platinum Coverage	No	\$0.00		
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage	Quantity: 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost	0	\$0.00		In an and Manually (a)
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional Additional Hours for Training or to meet Monthly Requirements	Quantity: 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0		Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage Service Type:	
Additional Tech Time	0		Fire Alarm	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor)		\$0.00 \$0.00		
Annual Recurring Cost:		\$3,133.00	Date: Customer Signature:	

Monitoring Service Agreement Terms and Conditions

Instructions and Explanation List

SUBSCRIBER'S NAME:

The Subscriber's legal name. If a business, this would be the name as indicated on the business license.

Also include name of the build-ing or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

ALARM PERMIT #

Required by some Police Departments before they will respond to alarm activations. Usually there is a 4 to 6 week grace period to obtain Alarm Permit, after which time the police will no longer respond until a valid permit for the customer premise is obtained. Check the laws as they pertain to your area. For more information, contact your authority having jurisdiction.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the

SimplexGrinnell billing system, along with the four digit Sequence

Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscriber in the event of alarm malfunction.

PREMISE FAX #

Subscriber's fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

BILLING ADDRESS:

Subscriber billing address if it is different from the premise address.

CONTACT / CALL LIST (RESPONSIBLE PARTIES)

KEY:

Check box if responsible party has keys to Subscriber's premises and is able to disarm alarm system. At least two of the responsible parties should have keys to the premises.

NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone

PASS CODE / ABORT CODE:

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber. EMERGENCY CALL LIST:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.). Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

MODEL#

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL # Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly, weekly, or on some other basis.

ZONE:

Zones transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all zone information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL / VFY / DISP:

Check appropriate box.

AUD = Audible Alarm; SIL = Silent Alarm; VFY = Verify; DISP = Dispatch

ALARM TYPE:

Fire, duress, burglary, etc.

SIGNAL:

Numeric or alphanumeric code sent by the alarm dialer to the Monitoring Center. Example: 1 or 01, 3 or 03, etc. depending on format.

SPECIAL INSTRUCTIONS:

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

STATE LICENSE

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT CODE:

This will normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contracted response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis. SUBSCRIBER AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

TERMS AND CONDITIONS

- 1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
- 2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
- 3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
- 4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE: OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.

6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revision and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.

- 8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
- 9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
- 10. Taxes, Fees, Fines, Licenses, and Permits. (a)Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
- 11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials serv-ices are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
- 12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
- 13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
- 14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
- 15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.

- 16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
- 17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
- 18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Effective 10/2016

SPRINKLER	
Sprinkler service rate (non Union)	\$113
Sprinkler service rate (Union) – not to exceed	\$133
SUPPRESSION AND EXTINGUISHER	
Suppression and extinguisher service rate	\$101
ALARM & DETECTION	
Software-based systems service rate	\$133
Hard-wired system systems rate	\$133
Hard-wired system systems rate (non-SimplexGrinnell)	\$133

All Labor Subject to the Following:

- Overtime Multiplier 1.50
- Doubletime Multiplier 2.0

Time Classification	Start Time	End Time	Hourly Rate Modifier
Standard time M-F	8:00 AM	5:00 PM	N/A
Standard after hrs M-F	5:01 PM	7:59 AM	1.5 x
Saturday	8:00 AM	12:00 AM (Midnight)	1.5 x
Sundays and Holidays	12:01 AM	12:00 AM (Midnight)	2 x

- Minimum Charge for an Emergency and a Priority Call Is 3 Hours
- Maximum Travel Charge Is 4 Hours
- No Truck or Fuel Charges Permitted

2017 U.S. Domestic District Standard Service Labor Rate Classifica					
Region	District	District Name	Old Code	Electrical	Nurse Call
Great Lakes	321	Detroit	D	\$217.00	\$217.00
Great Lakes	185	Great Lakes HQ	D	\$217.00	\$217.00
Great Lakes	327	Grand Rapids	С	\$208.00	\$208.00
Great Lakes	359	Northern Indiana	В	\$198.00	\$198.00
Great Lakes	514	Cincinnati	С	\$208.00	\$208.00
Great Lakes	515	Cleveland	Р	\$219.00	\$219.00
Great Lakes	175	Cleveland Intl-Westfire	Р	\$219.00	\$219.00
Great Lakes	176	Cleveland Intl Coastal-Westfire	Р	\$219.00	\$219.00
Great Lakes	546	Pittsburgh	D	\$244.00	\$244.00
Great Lakes	583	Columbus	D	\$219.00	\$219.00
Great Lakes	584	Toledo	D	\$219.00	\$219.00
Midwest	320	Des Moines	С	\$208.00	\$208.00
Midwest	331	Indianapolis	С	\$208.00	\$208.00
Midwest	332	Kansas City	С	\$208.00	\$208.00
Midwest	333	Springfield	С	\$208.00	\$208.00
Midwest	354	St Louis	Е	\$226.00	\$226.00
Midwest	362	Omaha	В	\$198.00	\$198.00
Midwest	375	Peoria	С	\$208.00	\$208.00
Midwest	472	Wichita	В	\$198.00	\$198.00
North Central	311	Chicago	Е	\$226.00	\$226.00
North Central	334	Madison	С	\$208.00	\$208.00
North Central	336	Milwaukee	W	\$196.00	\$196.00
North Central	337	Minneapolis	D	\$219.00	\$219.00
North Central	381	Green Bay	С	\$208.00	\$208.00
North Central	385	Fargo	С	\$208.00	\$208.00
Empire & Keystone	101	Albany	Q	\$197.00	\$197.00
Empire & Keystone	102	Newburgh	Е	\$226.00	\$226.00
Empire & Keystone	104	Endicott	С	\$208.00	\$208.00
Empire & Keystone	111	Buffalo	С	\$208.00	\$208.00
Empire & Keystone	153	Rochester	С	\$208.00	\$208.00
Empire & Keystone	162	Syracuse	С	\$208.00	\$208.00
Empire & Keystone	528	Harrisburg	С	\$208.00	\$208.00
Empire & Keystone	551	Allentown	С	\$208.00	\$208.00
Metro NYC	119	Long Island	D	\$219.00	\$219.00
Metro NYC	143	New York City	D	\$219.00	\$219.00
Metro NYC	140	ISPI- New York City	D	\$219.00	\$219.00
Metro NYC	518	North Jersey	D	\$219.00	\$219.00
Mid Atlantic	544	Philadelphia	S	\$219.00	\$219.00
Mid Atlantic	557	Wilmington	D	\$187.00	\$187.00
Mid Atlantic	562	Federal Solutions	D	\$219.00	\$219.00
Mid Atlantic	564	No. Virginia	D	\$219.00	\$219.00
Mid Atlantic	565	Baltimore	E	\$226.00	\$226.00
New England	106	Burlington	V	\$179.00	\$179.00
New England	108	Boston	ı	\$226.00	\$226.00

New England	114	Nashua	J	\$219.00	\$219.00
New England	129	Hartford	N	\$211.00	\$211.00
New England	147	Portland	В	\$198.00	\$198.00
New England	149	Providence	0	\$219.00	\$219.00
New England	161	Springfield	D	\$211.00	\$211.00
New England	168	Worcester	U	\$226.00	\$226.00
Atlantic Coast	203	South Georgia	D	\$149.00	\$149.00
Atlantic Coast	209	Kingsport	C	\$178.00	\$178.00
Atlantic Coast	210	Charleston	C	\$208.00	\$208.00
Atlantic Coast	213	Greenville	C	\$208.00	\$208.00
Atlantic Coast	216	Columbia	C	\$208.00	\$208.00
Atlantic Coast	217	Myrtle Beach	В	\$198.00	\$198.00
Atlantic Coast	250	Raleigh	C	\$208.00	\$208.00
Atlantic Coast	252	Richmond	D	\$200.00	\$200.00
Atlantic Coast Atlantic Coast	260	Charlotte	C	\$213.00	\$213.00
Atlantic Coast Atlantic Coast	286	Greensboro	C	\$208.00	\$208.00
Atlantic Coast Atlantic Coast	293	Roanoke	В	\$208.00	\$208.00
		Norfolk	С		
Atlantic Coast Atlantic Coast	295 298	Hickory	C	\$208.00 \$208.00	\$208.00 \$208.00
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Atlantic Coast	299	Ashville	С	\$178.00	\$178.00
Gulf Coast	205	Birmingham	С	\$208.00	\$208.00
Gulf Coast	206	Montgomery	С	\$208.00	\$208.00
Gulf Coast	222	Mobile	С	\$208.00	\$208.00
Gulf Coast	262	W Palm Beach	С	\$208.00	\$208.00
Gulf Coast	263	Miami	D	\$219.00	\$219.00
Gulf Coast	264	Jacksonville	С	\$208.00	\$208.00
Gulf Coast	266	Tallahassee	D	\$172.00	\$172.00
Gulf Coast	269	New Orleans	С	\$208.00	\$208.00
Gulf Coast	287	Shreveport	С	\$208.00	\$208.00
Gulf Coast	291	Orlando	D	\$193.00	\$193.00
Gulf Coast	292	Tampa	D	\$208.00	\$208.00
Gulf Coast	294	Jackson	С	\$208.00	\$208.00
Gulf Coast	297	Ft Myers	С	\$193.00	\$193.00
South	201	Certified Fire	D	\$193.00	\$193.00
South	202	Atlanta	D	\$193.00	\$193.00
South	207	Huntsville	В	\$198.00	\$198.00
South	232	Lexington	С	\$208.00	\$208.00
South	233	Louisville	С	\$208.00	\$208.00
South	235	Memphis	С	\$208.00	\$208.00
South	270	Little Rock	С	\$208.00	\$208.00
South	288	Chattanooga	В	\$198.00	\$198.00
South	289	Nashville	С	\$208.00	\$208.00
South	290	Knoxville	С	\$187.00	\$187.00
South	324	Evansville	С	\$208.00	\$208.00
South	512	Charleston	С	\$208.00	\$208.00
Texas & Oklahoma	404	Lubbock	D	\$219.00	\$219.00
Texas & Oklahoma	405	Fort Worth	D	\$219.00	\$219.00
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Texas & Oklahoma 407 Dallas D \$219.00 \$219.0 Texas & Oklahoma 477 Dallas-Westfire D \$219.00 \$219.0 Texas & Oklahoma 430 Houston D \$219.00 \$219.0 Texas & Oklahoma 441 Tulsa C \$208.00 \$208.0 Texas & Oklahoma 442 Oklahoma City C \$208.00 \$208.0 Texas & Oklahoma 492 San Antonio D \$219.00 \$219.0 Texas & Oklahoma 493 Corpus Christi C \$208.00 \$208.0	00 00 00 00 00 00 00 00
Texas & Oklahoma 430 Houston D \$219.00 \$219.0 Texas & Oklahoma 441 Tulsa C \$208.00 \$208.0 Texas & Oklahoma 442 Oklahoma City C \$208.00 \$208.0 Texas & Oklahoma 492 San Antonio D \$219.00 \$219.0	00 00 00 00 00 00 00 00 00 00 00 00 00
Texas & Oklahoma 441 Tulsa C \$208.00 \$208.0 Texas & Oklahoma 442 Oklahoma City C \$208.00 \$208.0 Texas & Oklahoma 492 San Antonio D \$219.00 \$219.0	00 00 00 00 00 00 00
Texas & Oklahoma 442 Oklahoma City C \$208.00 \$208.00 Texas & Oklahoma 492 San Antonio D \$219.00 \$219.00	00 00 00 00 00 00 00 00 00 00 00 00 00
Texas & Oklahoma 492 San Antonio D \$219.00 \$219.00	00 00 00 00 00 00 00 00 00 00 00 00 00
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Tevas & Oklahoma T 493 Teornus Christi T C T 5209 001 5209 0	00 00 00 00
	0 0 0
Texas & Oklahoma 494 Austin D \$219.00 \$219.0	00
Northwest 412 Santa Rosa E \$226.00 \$226.0	0
Northwest 415 Fairbanks, AK E \$159.00 \$159.0	
Northwest 417 San Francisco H \$236.00 \$236.0	
Northwest 411 San Francisco Shell H \$236.00 \$236.0	0
Northwest 444 Boise A \$137.00 \$137.0	0
Northwest 448 Portland, OR E \$226.00 \$226.0	0
Northwest 449 Anchorage, AK E \$159.00 \$159.0	0
Northwest 454 Reno C \$199.00 \$199.0	0
Northwest 455 Sacramento D \$219.00 \$219.00	0
Northwest 458 Seattle H \$210.00 \$210.0	0
Northwest 478 Seattle-Westfire H \$210.00 \$210.0	0
Northwest 463 Juno E \$159.00 \$159.0	0
Northwest 479 Spokane C \$208.00 \$208.0	0
Northwest 483 Helena D \$219.00 \$219.00	0
Southern California 413 Fresno G \$219.00 \$219.00	0
Southern California 434 Los Angeles H \$228.00 \$228.0	0
Southern California 435 Las Vegas M \$236.00 \$236.0	0
Southern California 436 Inland Empire E \$226.00 \$226.0	0
Southern California 437 Ventura G \$236.00 \$236.0	0
Southern California 480 San Diego H \$236.00 \$236.0	0
Southern California 499 Honolulu K \$220.00 \$220.0	0
Southwest 419 Denver F \$174.00 \$174.0	
Southwest 474 Denver-Westfire F \$174.00 \$174.0	
Southwest 421 Colorado Springs T \$174.00 \$174.0	
Southwest 445 Phoenix R \$187.00 \$187.0	
Southwest 475 Phoenix-Westfire R \$187.00 \$187.0	
Southwest 446 Tucson B \$147.00 \$147.0	
Southwest 456 Salt Lake City D \$198.00 \$198.0	
Southwest 476 Salt Lake City-Westfire D \$198.00 \$198.0	
Southwest 467 Albuquerque C \$150.00 \$150.0	

tion Sc	hedule
Sprinkler	Suppression
\$180.00	\$141.00
\$180.00	\$141.00
\$122.00	\$133.00
\$127.00	\$126.00
\$135.00	\$133.00
\$141.00	\$141.00
\$141.00	\$141.00
\$141.00	\$141.00
\$141.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$133.00
\$137.00	\$133.00
\$135.00	\$133.00
\$159.00	\$158.00
\$129.00	\$126.00
\$138.00	\$133.00
\$127.00	\$126.00
\$159.00	\$158.00
\$135.00	\$133.00
\$140.00	\$133.00
\$148.00	\$141.00 \$133.00
\$135.00 \$135.00	\$133.00
\$133.00	\$133.00
\$131.00	\$129.00
\$122.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$196.00	\$144.00
\$198.00	\$141.00
\$198.00	\$141.00
\$159.00	\$159.00
\$167.00	\$133.00
\$143.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$159.00	\$158.00
\$154.00	\$152.00
\$230.00	\$228.00

\$187.00	\$185.00
\$153.00	\$152.00
\$127.00	\$126.00
\$155.00	\$141.00
\$153.00	\$152.00
\$172.00	\$170.00
\$122.00	\$122.00
\$112.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$127.00	\$126.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$105.00
\$127.00	\$126.00
\$135.00	\$133.00
\$135.00	\$133.00
\$112.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$133.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$128.00	\$128.00
\$133.00	\$133.00
\$135.00	\$133.00
\$128.00	\$128.00
\$129.00	\$122.00
\$129.00	\$122.00
\$108.00	\$108.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$108.00	\$108.00
\$108.00	\$133.00
\$116.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$143.00	\$141.00

\$143.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$143.00	\$141.00
\$159.00	\$158.00
\$159.00	\$144.00
\$178.00	\$176.00
\$178.00	\$176.00
\$117.00	\$133.00
\$159.00	\$158.00
\$159.00	\$144.00
\$141.00	\$133.00
\$143.00	\$141.00
\$178.00	\$176.00
\$178.00	\$176.00
\$159.00	\$144.00
\$135.00	\$133.00
\$143.00	\$141.00
\$150.00	\$148.00
\$178.00	\$176.00
\$178.00	\$176.00
\$159.00	\$158.00
\$178.00	\$148.00
\$178.00	\$176.00
\$170.00	\$169.00
\$131.00	\$141.00
\$131.00	\$141.00
\$131.00	\$142.00
\$118.00	\$173.00
\$118.00	\$173.00
\$108.00	\$126.00
\$150.00	\$148.00
\$150.00	\$148.00
\$117.00	\$133.00

NJPA Extinguisher/Emergency Light Pricing

Item	Description	Price
iteiii	Description	Frice
	New Extinguishers	
EX1010	10 LB. ABC dry chemical fire extinguisher	\$77.24
EX1020	20 LB. ABC dry chemical fire extinguisher	\$124.74
EX1050	5 LB. ABC dry chemical fire extinguisher	\$59.86
EX1110	10 LB. CO2 fire extinguisher	\$211.68
EX1115	15 LB. CO2 fire extinguisher	\$238.14
EX1150	5 LB. CO2 fire extinguisher	\$137.34
EX1210	10 LB. FE36 Clean-Guard fire extinguisher	\$418.00
EX1214	13 LB. FE36 Clean-Guard fire extinguisher	\$630.00
EX1250	5 LB. FE36 Clean-Guard fire extinguisher	\$208.00
EX1425	2½ GAL. Pressurized water fire extinguisher	\$120.00
EX1560	6L K-Class fire extinguisher	\$210.00
	Extinguisher Recharges	
EX3010	RECHARGE 10 LB. D/C EXT	\$21.00
EX3020	RECHARGE 20 LB. D/C EXT	\$31.00
EX3021	RECHARGE 5 LB. CO2 EXT	\$11.70
EX3025	RECHARGE 2½ LB. D/C EXT	\$9.36
EX3050	RECHARGE 5 LB. D/C EXT	\$13.68
EX3060	RECHARGE K CLASS EXT	\$75.00
EX3110	RECHARGE 10 LB. CO2 EXT	\$15.12
EX3115	RECHARGE 15 LB. CO2 EXT	\$16.56
EX3120	RECHARGE 20 LB. CO2 EXT	\$22.32
EX3200	RECHARGE PRESSURIZED WATER EXT	\$11.00
LX3200	Extinguisher Maintenance	ψ11.00
EX2060	SIX YEAR MAINTENANCE	\$6.00
EX2080	HYDROTEST CO2 UP TO 20 LB EXT	\$17.71
EX2084	HYDROTEST STORED PRESSURE TYPE EXT	\$14.00
EX2089	HYDROTEST WATER TYPE EXT	\$14.00
	Extinguisher Parts	4
EX4001	LOCKING PIN	\$2.25
EX4002	VERIFICATION COLLAR	\$3.16
EX4004	TAMPER INDICATING DEVICE	\$1.25
EX4005	VALVE STEM	\$11.44
EX4100	VALVE RETAINER SEAL (O-RING)	\$4.95
EX4200	GAUGE	\$11.50
EX4412	CO2 SAFETY RELEASE DEVICE	\$15.00
EX5002	DECAL INSTRUCTIONAL	\$1.75
EX5003	DECAL OSHA/HAZMAT/DOT	\$1.75
EX5100	SIGN - FIRE EXT (SELF-ADHESIVE)	\$3.95
EX5102	SIGN FIRE EXT (STANDOUT)	\$16.98
EX5200	HANGER - FIRE EXT (ALL MODELS)	\$5.50
EX5503	BRACKET ECONOMY	\$19.50
EX5504	BRACKET HEAVY DUTY	\$45.00
=X2017	HAZARDOUS MATERIAL HANDLING FEE	\$25.00
	Emergency Lights	Ψ20.00
EE6101	4V 4.6AH BATTERY	\$50.00
EE6102	4V 10AH BATTERY	\$50.00
EE6103	6V 4AH BATTERY	\$50.00
EE6103 EE6104	6V 7AH BATTERY	\$61.00
EE6104 EE6105		
EE6105	6V 8AH BATTERY 6V 10AH BATTERY	\$55.00 \$50.00
	INV IUAD BALLERT	1350 00

EE6108	6V 36AH BATTERY	\$145.00
EE6109	12V 32AH BATTERY	\$165.00
EE6110	12V 55AH BATTERY	\$195.00
EE6201	AC BULB	\$9.45
EE6202	DC BULB	\$6.30
EE6203	SEALED BEAM BULB	\$22.50
EE6204	FLUORESCENT BULB	\$12.95
EE6205	LED BULB	\$35.00



National	Joint I	P
Date:		

A STATE OF THE STA	
Customer Name:	
Location Name:	
Location Address:	
Contact Name:	
Contact Phone:	
Contact Email:	
Sales Representative: Branch:	
COVERED EQUIPMENT:	

NON-RECCURING SERVICES	Quantity:
Monitoring Setup and Installation	
One-time configuration and connection charge	0
Monitoring equipment and installation includes digital communicator and	
programming	0
Fire Damper and Doors	
Smoke/Fire Damper Inspections	0
Fire Door Inspections	0
Rolling Fire Doors Inspections	0
Actuators	0
Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors	
does not equal (\$2,185.00). If the minimums are not met, line item quantities should	NI.
be removed and just select yes on line 43.	No
Smoke/Fire Damper Inspections (Pricing for AK, HI)	0
Fire Door Inspections (Pricing for AK, HI)	0
Rolling Fire Doors Inspections(IPricing for AK, HI)	0
Actuators (Pricing for AK, HI)	0

does not equal (\$5,175.00) . If the minimums are not met, line item quantities should be removed and just select yes on line 48. (pricing for AK, HI)

Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors

One-Time Cost

Sprinkler System (5 Year Inspect)	Quantity:
FDC 5-Year Certification Test - (1) Riser & (1) FDC	0
5 Year Obstruction/Investigaction - Risers	0
Lift rental (enter number of days)	0
Obstruction/Investigation - In the State of California	No

No

5 Year Cost

Additional Tech Time	0
	0
Customer Training Center	
5 Day Security System Administrator Training (PID: 9500-0057)	0
3 Day Service And Maintenance Training (PID: 9500-0058)	0
2 Day Integrated System Upgrade Training (PID: 9500-0059)	0
4 Day Integrated Security System Admin Training (PID: 9500-0129)	0
2 Day ID Badge Training (PID: 9500-0127)	0
2 Day ID Badge Training (PID: 9500-0144)	0
2 Day Integrated Graphical Maps Training (PID: 9500-0141)	0
2 Day Integrated CCTV Control Training (PID: 9500-0128)	0
4 Hours Of Integrated System Training (PID: 9500-0145)	0
1 Day Integrated Security System Pre-Delivery Svcs (PID: 9500-0146)	0
4 Hour Integrated Security System Programming (PID: 9500-0147)	0
6 Day Enhanced Security Training (PID: 9500-0148)	0
Training Guide (PID: 3700-9315)	0
Reduction	
Training Total Cost	
Insert addt'l services	
Customer Signature:	
Date :	
Total non-recurring cost	
Total Holl-reculting Cost	

owers	Alliance	#0315	1/-SGL



Frequency:

One-Time

\$0.00

\$0.00

Inspect Month:

\$0.00

\$0.00

Sprinkler

\$0.00

NJPA Premier Communication

EMERGENCY CALL: System/unit is not operational and backup system/unit is not available. Life safety and propert significant damage.

• Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit in

• Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

• Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service we

• Technician will be on site within fourteen (14) calendar days

ALL SERVICE RATES WILL BE BILLED ACCORDING TO NJPA PREFERRED HOURLY SERVICE RATES

 $\label{eq:maximum} Minimum \ charge \ for an Emergency \ and \ a \ Priority \ Maximum \ travel \ charge \ is \ 4 \ hours$ Overtime fees prevail before 7:00 AM or after 4:30 PM and double time fe

Standards

y protection is non-existent or property assets are in imminent danger of
tegrity.
ork.
Call is 3 hours
ees prevail on weekends and holidays

		City of Boynton Beach - Contracts Ending 09/30/2	#031517-SGL					
Contract #	ACE Customer #	Site Name	Address	City	State	Zip	Fire Alarm Inspection	
614615	01557758	Boynton Beach City Chambers	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	202
614618	01557763	Boynton Beach City Hall	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	1,009
614645	01557764	Boynton Beach City Hall East Wing	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	862
614650	01557767	Boynton Beach City Hall West Wing	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	858
614653	01557773	Boynton Beach Fire Station 1	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	858
614953	01559448	Boynton Beach Parking Garage	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	242
614962	01559449	Boynton Beach Police Station	100 E Boynton Beach Blvd	BOYNTON BEACH	FL	33435	\$	1,215
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Fire Alarm Inspection Frequency	Fire Alarm Inspection Months	Fire Alarm Monitoring	Fire Alarm Monitoring Accnt #	Sprinkler Test and Inspection	Sprinkler Inspection Frequency	Sprinkler Inspection Months	Backflow Test and Inspection	Backflow Inspection Frequency	Backflow Inspection Months	Emergency Lights Test and Inspection	NJPA Annual Total	NJPA Prorated Total- 9 months	
Semi- Annual	Mar, Sep										\$ 202	\$ 151.50	
Semi- Annual	Mar, Sep	\$ 288	Cops Mon 285-0123								\$ 1,297	\$ 972.75	
Semi- Annual	Mar, Sep	\$ 288	Cops Mon 285-0121								\$ 1,150	\$ 862.50	
Semi- Annual	Mar, Sep	\$ 288	Cops Mon 285-0124								\$ 1,146	\$ 859.50	
Semi- Annual	Mar, Sep	\$ 288	Cops Mon 285-0119								\$ 1,146	\$ 859.50	
Semi- Annual	Mar, Sep	\$ 288	Cops 285-0122	\$ 551	3 Inspections	Mar, Jun, Sep,					\$ 1,081	\$ 810.75	
Semi- Annual	Mar, Sep	\$ 288	Cops 285-0120	\$ 551	3 Inspections	Mar, Jun, Sep,					\$ 2,054 \$ 8,076.00	\$ 1,540.50 \$ 6,057.00	



Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach City Chambers CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 100 E Boynton Beach Blvd Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- September 30, 2018 \$202.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept MVS Fire Panel(s) Pull Stations 3 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 0 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No \$845.00 **Annual Cost** \$192.00 Monitoring Quantity: MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 \$0.00 \$0.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00

\$0.00

Annual Pre-Action Cost		\$0.00 \$0.00		
		\$0.00 \$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost	0	\$0.00	Laurent Francisco	In an ext Month (a)
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage	Quantity: 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	Quantity: 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional Additional Hours for Training or to meet Monthly Requirements	Quantity: 0 0 0		Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0		Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage Service Type:	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	2	\$10.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$202.00	Date: Customer Signature:	



Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach City Hall CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 100 E Boynton Beach Blvd Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- September 30, 2018 \$1,297.00 it by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Annual Mar, Sept Simplex 4010ES Fire Panel(s) Pull Stations 5 Smoke Detector - Sensitivity report from panel per 250 0 75 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 10 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$1,974.00 **Annual Cost** \$949.00 Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Francisco	Lanca and Manada
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0		7411001	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	30	\$60.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,297.00	Date: Customer Signature:	



Annual Backflow Cost

Annual Deluge Cost

Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach City Hall East Wing NJPA Customer: CCA Use Only: Site Name NJPA Region Code# 100 E Boynton Beach Blvd Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- September 30, 2018 \$1,150.00 it by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 ES Fire Panel(s) Pull Stations 4 Smoke Detector - Sensitivity report from panel per 250 0 40 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers 0 Heat Detectors 4 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$1,424.00 **\$838.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00

\$0.00 \$0.00

\$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Abort	0	\$0.00		
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service) Annual Cost	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Francisco	In an and Manada.
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0			
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00	-	
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	12	\$24.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,150.00	Date: Customer Signature:	





City of Boynton Beach Boynton Beach City Hall West Wing CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 100 E Boynton Beach Blvd Street Address: AR# Boynton Beach FL 33435 Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- September 30, 2018 \$1,146.00 it by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 ES Fire Panel(s) Pull Stations 3 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect 16 Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 2 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$470.00 **\$834.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Francisco	In an and Manada.
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0			
Additional Hours for Training or to meet Monthly Requirements	U	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect) Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	Quantity: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	12	\$24.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,146.00	Date: Customer Signature:	





City of Boynton Beach Boynton Beach Fire Station 1 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 100 E Boynton Beach Blvd Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- September 30, 2018 \$1,146.00 it by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 Fire Panel(s) Pull Stations 3 Smoke Detector - Sensitivity report from panel per 250 0 20 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 10 Warden Phone Jacks 0 Transponder 0 NAC Annunciator Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$1,183.00 **\$826.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	0 0 No	\$0.00 \$0.00	inspect r requency.	inspect world.
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station Eash Additional	0 0		Annual	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	16	\$32.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,146.00	Date: Customer Signature:	





NJPA Customer: Site Name: Street Address: City, State, Zip

NJPA Member #:

City of Boynton Beach Boynton Beach Parking Garage 100 E Boynton Beach Blvd BOYNTON BEACH FL 33435

CCA Use Only: NJPA Region Code# AR#

21407 Kerry Wells

Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"

Sales Representative	Kerry Wells		Annual Contract Value:	
Contract Period Begin and End Date	January 1, 2018- Septe	mber 30, 2018	\$1,081.00	
Pricing	Breakout by Product Line & In:	spection Information		
Fire Alarm (Test & Inspect)	Quantity:	Inspect Frequency:	Inspect Month(s):	
Make/Model:	•	Semi-Annual	Mar, Sept	
Simplex 4010ES				
Fire Panel(s)	1			
Pull Stations	4			
Smoke Detector - Sensitivity report from panel per 250	0		·	
SmokeDetectors - Test & Inspect	0			
	Not			
SmokeDetector - Cleaning	included			
	Not			
SmokeDetector - Sensitivity	included			
Duct Detectors - Functional test	0			
	Not			
Duct Detectors - Cleaning	included			
	Not			
Duct Detectors - Sensitivity	included			
Elevator Recall	0			
AV's, Horn/Strobes	0			
Speakers	0			
Heat Detectors	0			
Warden Phone Jacks	0			
Transponder	0			
NAC	0			
Annunciator	0			
Other (AHU input, relays, etc.)	0			
Vesda Early Detection Device	0	W/T Frequency:		
WaterFlow	0			
Tamper Switches	0			
Dact (Dialer Panel)	1			
Door Holder	0			
Optional Standard Labor Coverage	No			
Optional 24/7 Labor Coverage	No			
Optional Full Service Parts Coverage	Yes			
Inspection After-Hours	No			
	-\$570.			
Annual Cost	\$232.	UU		
Monitoring	Quantity:	MONITORING:		
Single building fire alarm service	1		re egresies to the Moster	
Single building burglar alarm service	o O	By ordering this service you a		
Multi building applications (same dialer) (each building)	0		ons applicable with this contract.	
Single building combo panel service (fire/security)	0	These terms can be reference	ed in the monitoring tab below.	
Elevator Monitoring	0			
III. Certified Fire Alarm Monitoring	0			

UL Certified Fire Alarm Monitoring	0			
		-\$135.00		
		\$288.00		
Sprinkler System (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
				Mar, June Sept(no 4th due to
Wet Risers	1		Quarterly	cancellation date)
Dry Risers	0		Annual	
Dry Sprinkler Trip Test	0		Annual	
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect				
additional FA panel or devices. If needed, see FA pricing above).	0		Annual	
Additional Control Assemblies (Tamper and Flow)	0		, unide	
PIV's (Post indicator valve)	0			
Deluge Risers	0		Annual	
AFFF (Foam tank inspect & lab analysis of foam)	0		Ailidai	
Fire Hose Stations	0			
Standpipe	0			
Anti-Freeze Loops	0			
Fire Pump	0			
	0		Monthly	
Monthly Pump Run (each)			Worlding	
Private Fire Hydrants	0			
Backflow Preventer (Sprinkler, Domestic, Irrigation)	0			
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0		** "	
Monthly Valve Inspections	0		Monthly	
Optional Sprinkler Standard Labor Coverage	No			
After-Hours Sprinkler Inspection	No	600.00		
		-\$83.00		
Annual Wet Sprinkler Cost		\$551.00		
		\$0.00		
Annual Dry Sprinkler Cost		\$0.00		
A I A		\$0.00		
Annual Anti-Freeze Cost		\$0.00		
Annual Backflow Cost		\$0.00		
Annual Backflow Cost		\$0.00		
Annual Dalum Cont		\$0.00 \$0.00		
Annual Deluge Cost				
Annual Fire Hose Cost		\$0.00 \$0.00		
Annual Fire nose Cost		\$0.00 \$0.00		
Annual Eira Burn Coot				
Annual Fire Pump Cost		\$0.00		
Annual Day Antina Cont		\$0.00		
Annual Pre-Action Cost		\$0.00		
		\$0.00		

Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	Quantity:		Inspect Frequency:	Inspect Month(s):
Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual	0 0 0 50% 50% 0 0 0 50%			
Abort Annual Cost	0	\$0.00 \$0.00		
		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage	Quantity: 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost	110	\$0.00 \$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks	Quantity: 0 0	\$6.00	Inspect Frequency:	Inspect Month(s):
Additional Links Optional Platinum Coverage	0 No			
	140	\$0.00		
Annual Cost		\$0.00		4
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional	Quantity: 0 0		Inspect Frequency: Annual	Inspect Month(s):
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect) Multiplexer	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Camera's (Indoors) Camera's (Outdoor)	0			
Monitors	0			
Input Switcher Lense Cleaning	0			
Pan/Tilt	0			
Controller	0			
Heater/Blower Battery Testing /Per Battery	0			
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV	Quantity:		Service Frequency:	
Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	0 0 0 No No		Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
		\$0.00	Service Type:	
Additional Tech Time	0	\$0.00	Sprinkler	
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	5	\$10.00 \$0.00 \$0.00		
			Data	
Annual Recurring Cost:		\$1,081.00	Date: Customer Signature:	
<u> </u>			J	





NJPA Customer: Site Name: Street Address: City, State, Zip

NJPA Member #:

City of Boynton Beach Boynton Beach Police Station 100 E Boynton Beach Blvd BOYNTON BEACH FL 33435

21407

CCA Use Only: NJPA Region Code# AR# Ship to Customer #
Bill to Customer #
NJPA Rev 1 Effective "Date"

NJFA WEITDEL #.	21407		,	DEA REV I Ellective Date
Sales Representative	Kerry Wells			Annual Contract Value:
Contract Period Begin and End Date		010 Contombor 2	0.2019	\$2,054.00
		018- September 3		\$2,054.00
Pricing Breako	ut by Product	Line & Inspecti	ion Information	
Fire Alarm (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Make/Model:			Semi-Annual	Mar, Sept
Simplex 4010 ES			Com / unida	mar, copt
Fire Panel(s)	1			
Pull Stations	5			
Smoke Detector - Sensitivity report from panel per 250	0			
SmokeDetectors - Test & Inspect	80			
Officke Detections - Test & Inspect	Not			
SmokeDetector - Cleaning	included			
	Not			
SmokeDetector - Sensitivity	included			
Duct Detectors - Functional test	10			
Duct Detectors - Functional test				
	Not			
Duct Detectors - Cleaning	included			
	Not			
Duct Detectors - Sensitivity	included			
Elevator Recall	0			
AV's, Horn/Strobes	0			
Speakers	0			
Heat Detectors	4			
Warden Phone Jacks	0			
Transponder	0			
NAC	0			
Annunciator	0			
Other (AHU input, relays, etc.)	0			
Vesda Early Detection Device	ő		W/T Frequency:	
			w/i Frequency:	
WaterFlow	0			
Tamper Switches	0			
Dact (Dialer Panel)	1			
Door Holder	0			
	_			
Optional Standard Labor Coverage	No			
Optional 24/7 Labor Coverage	No			
Optional Full Service Parts Coverage	Yes			
Inspection After-Hours	No			
		-\$2,217.00		
Annual Cost				
Annual Cost		\$1,137.00		
Monitoring	Quantity:		MONITORING:	
Single building fire alarm service	1			
Single building burglar alarm service	0		By ordering this service you a	
			Monitoring Terms and Condit	ions applicable with this contract.
Multi building applications (same dialer) (each building)	0			ed in the monitoring tab below.
Single building combo panel service (fire/security)	0		mese terms can be reference	ed in the monitoring tab below.
Elevator Monitoring	0			
UL Certified Fire Alarm Monitoring	0			
OL Certified File Alarm Monitoring	U			
		-\$135.00		
		\$288.00		
		*		
Sprinklar System /Test 9 Inchest	Ougatitus		Inchest Erecuency	Inchest Manth/s):
Sprinkler System (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
				Mar, June Sept(no 4th due to
Wet Risers	1		Quarterly	cancellation date)
Dry Risers	0		Annual	,
Dry Sprinkler Trip Test	0		Annual	
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect				
additional FA panel or devices. If needed, see FA pricing above).	0		Appual	
			Annual	
Additional Control Assemblies (Tamper and Flow)	0			
PIV's (Post indicator valve)	0			
Deluge Risers	Ō		Annual	
			, uniuai	
AFFF (Foam tank inspect & lab analysis of foam)	0			
Fire Hose Stations	0			
Standpipe	0		Quarterly	
Anti-Freeze Loops	0		,	
Fire Pump	0			

Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional Control Assemblies (Tamper and Flow) 0 Annual Additional Control Assemblies (Tamper and Flow) 0 0 Annual PIV's (Post indicator valve) 0 Annual Debugs Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Quarterly Anti-Freeze Loops 0 Monthly Fire Pump 0 Monthly Monthly Pump Run (each) 0 Monthly Private Fire Hydrants 0 Monthly Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Monthly Backflow Preventer: LA, IN, MN, MD, IL, MO, MI 0 Monthly Monthly Valve Inspections 0 Monthly Annual Wet Sprinkler Standard Labor Coverage No Annual Pry Sprinkler Cost \$30.00 Annual Backflow Cost \$0.00 Annual Freeze Cost \$0.00 Annual Fire Hose Cost	Dry Risers	0		Annual	
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PIV's (Post indicator valve)				Annual	
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\$0.00 Annual Pre-Action Cost \$0.00	Annual Fire Pump Cost				
Annual Pre-Action Cost \$0.00	r				
	Annual Pre-Action Cost				

Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect	Quantity:		Inspect Frequency:	Inspect Month(s):
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the	0			. ,,
testing of devices) Panel	0			
Clean Agent System additional cylinder less than 350lbs	0			
Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect	0			
SmokeDetector - Cleaning	50%			
SmokeDetector - Sensitivity	50%			
Heat Detectors Pull Stations	0			
Above Ceiling Smoke Detector (functionality test of smoke detector above	U			
ceiling grid)	0			
Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning	0 50%			
Subfloor Detector - Sensitivity	50%			
Audio/Visual	0			
Abort	0	\$0.00		
Annual Cost		\$0.00		
Extinguishers (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
ABC Portable Units	0		mopost requestoy.	opooto
Clean Agent, Halon	0			
CO2/K-Class Water - stored pressure	0			
Wheeled Unit - stored pressure	0			
Nevada (Includes parts and chemicals)	0			
Optional Platinum (parts, recharge, service)	No	00.00		
Annual Cost		\$0.00 \$0.00		

Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack	0			
Optional Platinum Coverage	No			
		\$0.00		
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links)	0			
Additional Tanks Additional Links	0			
Optional Platinum Coverage	No			
		\$0.00		
Annual Cost		\$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station	0		Annual	
Eash Additional	0			
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Olegand Circuit Talassiaian (Tant & Incorpor)	0		lancat Farming	language Mangels (a)
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Multiplexer Camera's (Indoors)	0		Ailliuai	
Camera's (Outdoor)	0			
Monitors	0			
Input Switcher	0			
Lense Cleaning	0			
Pan/Tilt	0			
Controller	0			
Heater/Blower	0			
Battery Testing /Per Battery	0	60.00		
Annual Cost		\$0.00 \$0.00		
		ψ0.00		
<u>Viakoo for CCTV</u>	Quantity:		Service Frequency:	
Viakoo Predictive™ per camera/encoder	0		Annual	
Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder	0		Annual Annual	
Standard Labor Coverage (M-F, 8 to 5)	No		8-5 Standard Coverage	
24/7 Labor Coverage	No		24/7 Labor Coverage	
·		\$0.00	-	
			Service Type:	
Additional Tech Time	0		Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor)				
Audible signal testing	39	\$78.00		
		\$0.00 \$0.00		
		70.00		
			Date:	
Annual Pocurring Costs		\$2.054.00	Customer Signatures	

Monitoring Service Agreement Terms and Conditions

Instructions and Explanation List

SUBSCRIBER'S NAME:

The Subscriber's legal name. If a business, this would be the name as indicated on the business license.

Also include name of the build-ing or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

ALARM PERMIT #

Required by some Police Departments before they will respond to alarm activations. Usually there is a 4 to 6 week grace period to obtain Alarm Permit, after which time the police will no longer respond until a valid permit for the customer premise is obtained. Check the laws as they pertain to your area. For more information, contact your authority having jurisdiction.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the

SimplexGrinnell billing system, along with the four digit Sequence

Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscriber in the event of alarm malfunction.

PREMISE FAX #

Subscriber's fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

BILLING ADDRESS:

Subscriber billing address if it is different from the premise address.

CONTACT / CALL LIST (RESPONSIBLE PARTIES)

KEY:

Check box if responsible party has keys to Subscriber's premises and is able to disarm alarm system. At least two of the responsible parties should have keys to the premises.

NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone

PASS CODE / ABORT CODE:

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber. EMERGENCY CALL LIST:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.). Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

MODEL#

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL # Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly, weekly, or on some other basis.

ZONE:

Zones transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all zone information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL / VFY / DISP:

Check appropriate box.

AUD = Audible Alarm; SIL = Silent Alarm; VFY = Verify; DISP = Dispatch

ALARM TYPE:

Fire, duress, burglary, etc.

SIGNAL:

Numeric or alphanumeric code sent by the alarm dialer to the Monitoring Center. Example: 1 or 01, 3 or 03, etc. depending on format.

SPECIAL INSTRUCTIONS:

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

STATE LICENSE

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT CODE:

This will normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contracted response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis. SUBSCRIBER AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

TERMS AND CONDITIONS

- 1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
- 2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
- 3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
- 4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS FOUIPMENT'S FAILURE TO OPERATE: OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.

6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revision and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.

- 8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
- 9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
- 10. Taxes, Fees, Fines, Licenses, and Permits. (a)Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
- 11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials serv-ices are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
- 12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
- 13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
- 14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
- 15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.

- 16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
- 17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
- 18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Effective 10/2016

SPRINKLER			
Sprinkler service rate (non Union)	\$113		
Sprinkler service rate (Union) – not to exceed	\$133		
SUPPRESSION AND EXTINGUISHER			
Suppression and extinguisher service rate	\$101		
ALARM & DETECTION			
Software-based systems service rate	\$133		
Hard-wired system systems rate	\$133		
Hard-wired system systems rate (non-SimplexGrinnell)	\$133		

All Labor Subject to the Following:

- Overtime Multiplier 1.50
- Doubletime Multiplier 2.0

Time Classification	Start Time	End Time	Hourly Rate Modifier
Standard time M-F	8:00 AM	5:00 PM	N/A
Standard after hrs M-F	5:01 PM	7:59 AM	1.5 x
Saturday	8:00 AM	12:00 AM (Midnight)	1.5 x
Sundays and Holidays	12:01 AM	12:00 AM (Midnight)	2 x

- Minimum Charge for an Emergency and a Priority Call Is 3 Hours
- Maximum Travel Charge Is 4 Hours
- No Truck or Fuel Charges Permitted

2017 U.S. Domestic District Standard Service Labor Rate Classifica					
Region	District	District Name	Old Code	Electrical	Nurse Call
Great Lakes	321	Detroit	D	\$217.00	\$217.00
Great Lakes	185	Great Lakes HQ	D	\$217.00	\$217.00
Great Lakes	327	Grand Rapids	С	\$208.00	\$208.00
Great Lakes	359	Northern Indiana	В	\$198.00	\$198.00
Great Lakes	514	Cincinnati	С	\$208.00	\$208.00
Great Lakes	515	Cleveland	Р	\$219.00	\$219.00
Great Lakes	175	Cleveland Intl-Westfire	Р	\$219.00	\$219.00
Great Lakes	176	Cleveland Intl Coastal-Westfire	Р	\$219.00	\$219.00
Great Lakes	546	Pittsburgh	D	\$244.00	\$244.00
Great Lakes	583	Columbus	D	\$219.00	\$219.00
Great Lakes	584	Toledo	D	\$219.00	\$219.00
Midwest	320	Des Moines	С	\$208.00	\$208.00
Midwest	331	Indianapolis	С	\$208.00	\$208.00
Midwest	332	Kansas City	С	\$208.00	\$208.00
Midwest	333	Springfield	С	\$208.00	\$208.00
Midwest	354	St Louis	Е	\$226.00	\$226.00
Midwest	362	Omaha	В	\$198.00	\$198.00
Midwest	375	Peoria	С	\$208.00	\$208.00
Midwest	472	Wichita	В	\$198.00	\$198.00
North Central	311	Chicago	Е	\$226.00	\$226.00
North Central	334	Madison	С	\$208.00	\$208.00
North Central	336	Milwaukee	W	\$196.00	\$196.00
North Central	337	Minneapolis	D	\$219.00	\$219.00
North Central	381	Green Bay	С	\$208.00	\$208.00
North Central	385	Fargo	С	\$208.00	\$208.00
Empire & Keystone	101	Albany	Q	\$197.00	\$197.00
Empire & Keystone	102	Newburgh	Е	\$226.00	\$226.00
Empire & Keystone	104	Endicott	С	\$208.00	\$208.00
Empire & Keystone	111	Buffalo	С	\$208.00	\$208.00
Empire & Keystone	153	Rochester	С	\$208.00	\$208.00
Empire & Keystone	162	Syracuse	С	\$208.00	\$208.00
Empire & Keystone	528	Harrisburg	С	\$208.00	\$208.00
Empire & Keystone	551	Allentown	С	\$208.00	\$208.00
Metro NYC	119	Long Island	D	\$219.00	\$219.00
Metro NYC	143	New York City	D	\$219.00	\$219.00
Metro NYC	140	ISPI- New York City	D	\$219.00	\$219.00
Metro NYC	518	North Jersey	D	\$219.00	\$219.00
Mid Atlantic	544	Philadelphia	S	\$219.00	\$219.00
Mid Atlantic	557	Wilmington	D	\$187.00	\$187.00
Mid Atlantic	562	Federal Solutions	D	\$219.00	\$219.00
Mid Atlantic	564	No. Virginia	D	\$219.00	\$219.00
Mid Atlantic	565	Baltimore	E	\$215.00	\$215.00
New England	106	Burlington	V	\$179.00	\$179.00
New England	108	Boston	l	\$226.00	\$226.00
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New England	114	Nashua	J	\$219.00	\$219.00
New England	129	Hartford	N	\$211.00	\$211.00
New England	147	Portland	В	\$198.00	\$198.00
New England	149	Providence	0	\$219.00	\$219.00
New England	161	Springfield	D	\$211.00	\$211.00
New England	168	Worcester	U	\$226.00	\$226.00
Atlantic Coast	203	South Georgia	D	\$149.00	\$149.00
Atlantic Coast	209	Kingsport	С	\$178.00	\$178.00
Atlantic Coast	210	Charleston	С	\$208.00	\$208.00
Atlantic Coast	213	Greenville	С	\$208.00	\$208.00
Atlantic Coast	216	Columbia	С	\$208.00	\$208.00
Atlantic Coast	217	Myrtle Beach	В	\$198.00	\$198.00
Atlantic Coast	250	Raleigh	C	\$208.00	\$208.00
Atlantic Coast	252	Richmond	D	\$219.00	\$219.00
Atlantic Coast	260	Charlotte	C	\$208.00	\$208.00
Atlantic Coast	286	Greensboro	C	\$208.00	\$208.00
Atlantic Coast Atlantic Coast	293	Roanoke	В	\$198.00	\$198.00
Atlantic Coast	295	Norfolk	С	\$198.00	\$208.00
Atlantic Coast Atlantic Coast	298	Hickory	C	\$208.00	\$208.00
Atlantic Coast Atlantic Coast	299	Ashville	C	\$178.00	\$178.00
Gulf Coast	205		C	\$208.00	\$208.00
Gulf Coast	205	Birmingham Montgomery	C	\$208.00	\$208.00
Gulf Coast	222	Mobile	C	\$208.00	\$208.00
Gulf Coast	262	W Palm Beach	С	\$208.00	\$208.00
Gulf Coast	263	Miami	D	\$208.00	\$208.00
Gulf Coast	264	Jacksonville	С	\$219.00	\$219.00
Gulf Coast	266	Tallahassee	D	\$172.00	\$172.00
Gulf Coast	269	New Orleans	С	\$208.00	\$208.00
Gulf Coast	287	Shreveport	С	\$208.00	\$208.00
Gulf Coast	291	Orlando	D	\$193.00	\$193.00
Gulf Coast	291	Tampa	D	\$208.00	\$208.00
Gulf Coast	292	Jackson	С	\$208.00	\$208.00
Gulf Coast	294	Ft Myers	C	\$193.00	\$193.00
South	201	Certified Fire	D	\$193.00	\$193.00
South	202	Atlanta	D	\$193.00	\$193.00
South South	207 232	Huntsville	B C	\$198.00 \$208.00	\$198.00 \$208.00
		Lexington Louisville	С		
South	233			\$208.00	\$208.00
South	235	Memphis Little Book	C	\$208.00	\$208.00
South	270	Little Rock		\$208.00	\$208.00
South	288	Chattanooga	В	\$198.00	\$198.00
South	289	Nashville	С	\$208.00	\$208.00
South	290	Knoxville	С	\$187.00	\$187.00
South	324	Evansville	С	\$208.00	\$208.00
South	512	Charleston	С	\$208.00	\$208.00
Texas & Oklahoma	404	Lubbock	D	\$219.00	\$219.00
Texas & Oklahoma	405	Fort Worth	D	\$219.00	\$219.00

Texas & Oklahoma 407 Dallas D \$219.00 \$219.0 Texas & Oklahoma 477 Dallas-Westfire D \$219.00 \$219.0 Texas & Oklahoma 430 Houston D \$219.00 \$219.0 Texas & Oklahoma 441 Tulsa C \$208.00 \$208.0 Texas & Oklahoma 442 Oklahoma City C \$208.00 \$208.0 Texas & Oklahoma 492 San Antonio D \$219.00 \$219.0 Texas & Oklahoma 493 Corpus Christi C \$208.00 \$208.0	00 00 00 00 00 00 00 00
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Texas & Oklahoma 494 Austin D \$219.00 \$219.0	00
Northwest 412 Santa Rosa E \$226.00 \$226.0	0
Northwest 415 Fairbanks, AK E \$159.00 \$159.0	
Northwest 417 San Francisco H \$236.00 \$236.0	
Northwest 411 San Francisco Shell H \$236.00 \$236.0	0
Northwest 444 Boise A \$137.00 \$137.0	0
Northwest 448 Portland, OR E \$226.00 \$226.0	0
Northwest 449 Anchorage, AK E \$159.00 \$159.0	0
Northwest 454 Reno C \$199.00 \$199.0	0
Northwest 455 Sacramento D \$219.00 \$219.00	0
Northwest 458 Seattle H \$210.00 \$210.0	0
Northwest 478 Seattle-Westfire H \$210.00 \$210.0	0
Northwest 463 Juno E \$159.00 \$159.0	0
Northwest 479 Spokane C \$208.00 \$208.0	0
Northwest 483 Helena D \$219.00 \$219.00	0
Southern California 413 Fresno G \$219.00 \$219.00	0
Southern California 434 Los Angeles H \$228.00 \$228.0	0
Southern California 435 Las Vegas M \$236.00 \$236.0	0
Southern California 436 Inland Empire E \$226.00 \$226.0	0
Southern California 437 Ventura G \$236.00 \$236.0	0
Southern California 480 San Diego H \$236.00 \$236.0	0
Southern California 499 Honolulu K \$220.00 \$220.0	0
Southwest 419 Denver F \$174.00 \$174.0	
Southwest 474 Denver-Westfire F \$174.00 \$174.0	
Southwest 421 Colorado Springs T \$174.00 \$174.0	
Southwest 445 Phoenix R \$187.00 \$187.0	
Southwest 475 Phoenix-Westfire R \$187.00 \$187.0	
Southwest 446 Tucson B \$147.00 \$147.0	
Southwest 456 Salt Lake City D \$198.00 \$198.0	
Southwest 476 Salt Lake City-Westfire D \$198.00 \$198.0	
Southwest 467 Albuquerque C \$150.00 \$150.0	

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Sprinkler	Suppression
\$180.00	\$141.00
\$180.00	\$141.00
\$122.00	\$133.00
\$127.00	\$126.00
\$135.00	\$133.00
\$141.00	\$141.00
\$141.00	\$141.00
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\$159.00	\$158.00
\$129.00	\$126.00
\$138.00	\$133.00
\$127.00	\$126.00
\$159.00	\$158.00
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\$148.00	\$133.00
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\$135.00	\$133.00
\$196.00	\$144.00
\$198.00	\$141.00
\$198.00	\$141.00
\$159.00	\$159.00
\$167.00	\$133.00
\$143.00	\$141.00
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\$159.00	\$158.00
\$154.00	\$152.00
\$230.00	\$228.00

\$187.00	\$185.00
\$153.00	\$152.00
\$127.00	\$126.00
\$155.00	\$141.00
\$153.00	\$152.00
\$172.00	\$170.00
\$122.00	\$122.00
\$112.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$127.00	\$126.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$105.00
\$127.00	\$126.00
\$135.00	\$133.00
\$135.00	\$133.00
\$112.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$133.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$128.00	\$128.00
\$133.00	\$133.00
\$135.00	\$133.00
\$128.00	\$128.00
\$129.00	\$122.00
\$129.00	\$122.00
\$108.00	\$108.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$108.00	\$108.00
\$108.00	\$133.00
\$116.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$143.00	\$141.00

\$143.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$143.00	\$141.00
\$159.00	\$158.00
\$159.00	\$144.00
\$178.00	\$176.00
\$178.00	\$176.00
\$117.00	\$133.00
\$159.00	\$158.00
\$159.00	\$144.00
\$141.00	\$133.00
\$143.00	\$141.00
\$178.00	\$176.00
\$178.00	\$176.00
\$159.00	\$144.00
\$135.00	\$133.00
\$143.00	\$141.00
\$150.00	\$148.00
\$178.00	\$176.00
\$178.00	\$176.00
\$159.00	\$158.00
\$178.00	\$148.00
\$178.00	\$176.00
\$170.00	\$169.00
\$131.00	\$141.00
\$131.00	\$141.00
\$131.00	\$142.00
\$118.00	\$173.00
\$118.00	\$173.00
\$108.00	\$126.00
\$150.00	\$148.00
\$150.00	\$148.00
\$117.00	\$133.00

NJPA Extinguisher/Emergency Light Pricing

Item	Description	Price
iteiii	Description	Frice
	New Extinguishers	
EX1010	10 LB. ABC dry chemical fire extinguisher	\$77.24
EX1020	20 LB. ABC dry chemical fire extinguisher	\$124.74
EX1050	5 LB. ABC dry chemical fire extinguisher	\$59.86
EX1110	10 LB. CO2 fire extinguisher	\$211.68
EX1115	15 LB. CO2 fire extinguisher	\$238.14
EX1150	5 LB. CO2 fire extinguisher	\$137.34
EX1210	10 LB. FE36 Clean-Guard fire extinguisher	\$418.00
EX1214	13 LB. FE36 Clean-Guard fire extinguisher	\$630.00
EX1250	5 LB. FE36 Clean-Guard fire extinguisher	\$208.00
EX1425	2½ GAL. Pressurized water fire extinguisher	\$120.00
EX1560	6L K-Class fire extinguisher	\$210.00
	Extinguisher Recharges	
EX3010	RECHARGE 10 LB. D/C EXT	\$21.00
EX3020	RECHARGE 20 LB. D/C EXT	\$31.00
EX3021	RECHARGE 5 LB. CO2 EXT	\$11.70
EX3025	RECHARGE 2½ LB. D/C EXT	\$9.36
EX3050	RECHARGE 5 LB. D/C EXT	\$13.68
EX3060	RECHARGE K CLASS EXT	\$75.00
EX3110	RECHARGE 10 LB. CO2 EXT	\$15.12
EX3115	RECHARGE 15 LB. CO2 EXT	\$16.56
EX3120	RECHARGE 20 LB. CO2 EXT	\$22.32
EX3200	RECHARGE PRESSURIZED WATER EXT	\$11.00
LX3200	Extinguisher Maintenance	ψ11.00
EX2060	SIX YEAR MAINTENANCE	\$6.00
EX2080	HYDROTEST CO2 UP TO 20 LB EXT	\$17.71
EX2084	HYDROTEST STORED PRESSURE TYPE EXT	\$14.00
EX2089	HYDROTEST WATER TYPE EXT	\$14.00
	Extinguisher Parts	4
EX4001	LOCKING PIN	\$2.25
EX4002	VERIFICATION COLLAR	\$3.16
EX4004	TAMPER INDICATING DEVICE	\$1.25
EX4005	VALVE STEM	\$11.44
EX4100	VALVE RETAINER SEAL (O-RING)	\$4.95
EX4200	GAUGE	\$11.50
EX4412	CO2 SAFETY RELEASE DEVICE	\$15.00
EX5002	DECAL INSTRUCTIONAL	\$1.75
EX5003	DECAL OSHA/HAZMAT/DOT	\$1.75
EX5100	SIGN - FIRE EXT (SELF-ADHESIVE)	\$3.95
EX5102	SIGN FIRE EXT (STANDOUT)	\$16.98
EX5200	HANGER - FIRE EXT (ALL MODELS)	\$5.50
EX5503	BRACKET ECONOMY	\$19.50
EX5504	BRACKET HEAVY DUTY	\$45.00
=X2017	HAZARDOUS MATERIAL HANDLING FEE	\$25.00
	Emergency Lights	Ψ20.00
EE6101	4V 4.6AH BATTERY	\$50.00
EE6102	4V 10AH BATTERY	\$50.00
EE6103	6V 4AH BATTERY	\$50.00
EE6103 EE6104	6V 7AH BATTERY	\$61.00
EE6104 EE6105		
EE6105	6V 8AH BATTERY 6V 10AH BATTERY	\$55.00 \$50.00
	INV IUAD BALLERT	1350 00

EE6108	6V 36AH BATTERY	\$145.00
EE6109	12V 32AH BATTERY	\$165.00
EE6110	12V 55AH BATTERY	\$195.00
EE6201	AC BULB	\$9.45
EE6202	DC BULB	\$6.30
EE6203	SEALED BEAM BULB	\$22.50
EE6204	FLUORESCENT BULB	\$12.95
EE6205	LED BULB	\$35.00



National	Joint	P
Date:		

Customer Name:	
Location Name:	
Location Address:	
Contact Name:	
Contact Phone:	
Contact Email:	
Sales Representative: Branch:	
COVERED EQUIPMENT:	

NON-RECCURING SERVICES	Quantity:
Monitoring Setup and Installation One-time configuration and connection charge	0
Monitoring equipment and installation includes digital communicator and programming	0
Fire Damper and Doors	
Smoke/Fire Damper Inspections	0
Fire Door Inspections	0
Rolling Fire Doors Inspections	0
Actuators	0

Actuators	0
Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors	
does not equal (\$2,185.00) . If the minimums are not met, line item quantities should	
be removed and just select yes on line 43.	No
Smoke/Fire Damper Inspections (Pricing for AK, HI)	0
Fire Door Inspections (Pricing for AK, HI)	0
Rolling Fire Doors Inspections(IPricing for AK, HI)	0
Actuators (Pricing for AK, HI)	0

Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal (\$5,175.00) . If the minimums are not met, line item quantities should be removed and just select yes on line 48. (pricing for AK, HI)

No

One-Time Cost

Sprinkler System (5 Year Inspect)	Quantity:
FDC 5-Year Certification Test - (1) Riser & (1) FDC	0
5 Year Obstruction/Investigaction - Risers	0
Lift rental (enter number of days)	0
Obstruction/Investigation - In the State of California	No

5 Year Cost

Additional Tech Time	0
	0
Customer Training Center	
5 Day Security System Administrator Training (PID: 9500-0057)	0
3 Day Service And Maintenance Training (PID: 9500-0058)	0
2 Day Integrated System Upgrade Training (PID: 9500-0059)	0
4 Day Integrated Security System Admin Training (PID: 9500-0129)	0
2 Day ID Badge Training (PID: 9500-0127)	0
2 Day ID Badge Training (PID: 9500-0144)	0
2 Day Integrated Graphical Maps Training (PID: 9500-0141)	0
2 Day Integrated CCTV Control Training (PID: 9500-0128)	0
4 Hours Of Integrated System Training (PID: 9500-0145)	0
1 Day Integrated Security System Pre-Delivery Svcs (PID: 9500-0146)	0
4 Hour Integrated Security System Programming (PID: 9500-0147)	0
6 Day Enhanced Security Training (PID: 9500-0148)	0
Training Guide (PID: 3700-9315)	0
Reduction	
Training Total Cost	
Insert addt'l services	
Customer Signature:	
Date :	
Total non-recurring cost	_
Total Holl Total Hilly Goot	

owers	Alliance	#0315	17-SC	ŝΙ



Frequency:

One-Time

\$0.00

\$0.00

Inspect Month:

\$0.00

\$0.00

Sprinkler

\$0.00

NJPA Premier Communication

EMERGENCY CALL: System/unit is not operational and backup system/unit is not available. Life safety and propert significant damage.

• Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit in

• Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

• Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service we

• Technician will be on site within fourteen (14) calendar days

ALL SERVICE RATES WILL BE BILLED ACCORDING TO NJPA PREFERRED HOURLY SERVICE RATES

 $\label{eq:maximum} Minimum \ charge \ for an Emergency \ and \ a \ Priority \ Maximum \ travel \ charge \ is \ 4 \ hours$ Overtime fees prevail before 7:00 AM or after 4:30 PM and double time fe

Standards

y protection is non-existent or property assets are in imminent danger of
tegrity.
ork.
Call is 3 hours
ees prevail on weekends and holidays

		City of Boynton Beach - Contracts ending 12/31/2	#031517-SGL	-				
Contract #	ACE Customer#	Site Name	Address	City	State	Zip	Fire Alarm Inspection	
715237	01591900	Boynton Beach Fire Station 2	2615 W Woolbright Rd	BOYNTON BEACH	FL	33436	\$	1,751
614654	01557774	Boynton Beach Fire Station 3	3501 N Congress Ave	BOYNTON BEACH	FL	33426	\$	798
497384	01035957	Boynton Beach Fire Station 4	1919 S Federal Hwy	BOYNTON BEACH	FL	33435	\$	702
1293038	01918036	Boynton Beach Fire Station 5	2080 High Ridge Rd	BOYNTON BEACH	FL	33426	\$	1,810
927696	01895540	Boynton Beach Intracoastal Park Pavilion	2240 North Federal Hwy	BOYNTON BEACH	FL	33435	\$	1,563
25368 614978	00208909 01559452	Boynton Beach Pistol Range Bld Boynton Beach Pw1	3501 N Congress Ave 222 Ne 9th Ave	BOYNTON BEACH BOYNTON BEACH	FL FL	33426 33435	\$	398 561
614981	01559454	Boynton Beach PW2	222 NE 9th Ave	BOYNTON BEACH	FL	33435	\$	605
614985	01559457	Boynton Beach Pw6	222 Ne 9th Ave	BOYNTON BEACH	FL	33435	\$	220
25421	00208915	Boynton Beach School House Museum	129 E Ocean Ave	BOYNTON BEACH	FL	33435	\$	972
25414	00239273	Boynton Beach Senior Ctr	1021 S Federal Hwy	BOYNTON BEACH	FL	33435	\$	1,016
995983	01908797	Boynton Beach Sims Center	225 NW 12TH AVE	BOYNTON BEACH	FL	33435	\$	1,346
202530	01065023	Boynton Beach Utilities Administration	124 E Woolbright Rd	BOYNTON BEACH	FL	33435	\$	798
654551	01587406	Boynton Beach West Water Plant	5469 Boynton Beach Blvd	BOYNTON BEACH	FL	33437	\$	1,331
654247	00250927	Ezell Hester	1901 N Seacrest Blvd	BOYNTON BEACH	FL	33435	\$	1,007
654255	00693879	Links of Boynton Beach	8020 JOG RD	BOYNTON BEACH	FL	33472		
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Fire Alarm Inspection Frequency	Fire Alarm Inspection Months	Fire Alarm Monitoring	Fire Alarm Monitoring Accnt #	Sprinkler Test and Inspection	Sprinkler Inspection Frequency	Sprinkler Inspection Months	Backflow Test and Inspection	Backflow Inspection Frequency	Backflow Inspection Months	Emergency Lights Inspection Frequency	Emergency Lights Test and Inspection	Elight Inspection Months	NJPA Annual Total	
Semi- Annual	Mar, Sep	\$ 288	UL-1655	\$ 551	Quarterly	Mar, Jun, Sep, Dec	\$ 130	Annual	Sep				\$ 2,720	
Semi- Annual	Mar, Sep	\$ 288	Cops Mon 285-0142		,								\$ 1,086	
Semi- Annual	Mar, Sep	\$ 288	UL-1156	\$ 551	Quarterly	Mar, Jun, Sep, Dec	\$ 130	Annual	Sep				\$ 1,671	
Semi- Annual	Mar, Sep	\$ 576	UL-2541& EL -3474	\$ 551	Quarterly	Mar, Jun, Sep, Dec	\$ 130	Annual	Sep				\$ 3,067	
Semi- Annual	Mar, Sep	\$ 288	UL-2289	\$ 551	Quarterly	Mar, Jun, Sep, Dec	\$ 130	Annual	Dec	Annual	189	Jan	\$ 2,721	
Semi- Annual	Mar, Sep	\$ 288	Cops 285-0143		,	, , ,							\$ 686	
Semi- Annual	Mar, Sep	\$ -	Local										\$ 561	
Semi- Annual	Mar, Sep	\$ -	Local										\$ 605	
Semi- Annual	Mar, Sep	\$ -	Local										\$ 220	
Semi- Annual	Mar, Sep	\$ 288	301-2022	\$ 551	Quarterly	Mar, Jun, Sep, Dec	\$ 130	Annual	Sep				\$ 1,941	
Semi- Annual	Mar, Sep	\$ 288	204-2509	\$ 551	Quarterly	Feb, May, Aug, Nov	\$ 130	Annual	Aug				\$ 1,985	
Semi- Annual	Mar, Sep	\$ 288	UL-2462	\$ 551	•	Feb, May, Aug, Nov	\$ 130	Annual	Feb				\$ 2,315	
Semi- Annual	Mar, Sep	\$ 288	118-2480	· ·	, ,	, ,, ,,							\$ 1,086	
Semi- Annual	Jun,Dec	\$ 288	Cops 285-0141										\$ 1,619	
Semi- Annual	Apr, Oct	\$ 288	204-2499	\$ 551	Quarterly	Feb, May, Aug, Nov	\$ 130	Annual	Nov				\$ 1,976	
	, ,					Feb, May, Aug, Nov	\$ 279	Annual	Aug				\$ 1,182	
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Annual Anti-Freeze Cost

Annual Backflow Cost

Annual Deluge Cost

Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Fire Station 2 NJPA Customer: CCA Use Only: Site Name NJPA Region Code# 2615 W Woolbright Rd Street Address: AR# **BOYNTON BEACH FI 33436** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$2,720.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Notifier Warden 100 Fire Panel(s) Pull Stations Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 0 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Annual Tamper Switches Dact (Dialer Panel) 2 Annual 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$214.00 **Annual Cost** \$850.00 Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring -\$93.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Mar, Jun, Sep, Dec Quarterly Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) Quarterly Mar, Jun, Sep, Dec PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Sep 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection -\$464.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00**

-\$61.00

\$130.00 \$0.00

\$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	•	ψ0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0		, unida	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage Service Type:	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'I svc coverage desc. (hood clean, parts, union labor) Audible signal testing Additional Tech Time FA	6	\$12.00 \$889.00 \$0.00		
Annual Recurring Cost:		\$2,720.00	Date: Customer Signature:	



Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Fire Station 3 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 3501 N Congress Ave Street Address: AR# **BOYNTON BEACH FL 33426** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,086.00 by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 ES Fire Panel(s) Pull Stations 12 Smoke Detector - Sensitivity report from panel per 250 0 20 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 6 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$988.00 **\$754.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service) Annual Cost	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	0 0 No	\$0.00 \$0.00		
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost Emergency Shower / Eyewash Stations (Test & Inspect)	0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station	0		Annual	mspect month(s).
Eash Additional Additional Hours for Training or to meet Monthly Requirements	0			
Annual Cost		\$0.00 \$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0	\$0.00	Annual	.,
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'I svc coverage desc. (hood clean, parts, union labor) Audible signal testing	22	\$44.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,086.00	Date: Customer Signature:	



Annual Deluge Cost

Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Fire Station 4 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 1919 S Federal Hwy Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,671.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 Fire Panel(s) Pull Stations 5 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Annual Tamper Switches Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes No Inspection After-Hours -\$262.00 **Annual Cost** \$690.00 Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring -\$93.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Mar, Jun, Sep, Dec Quarterly Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). Annual Additional Control Assemblies (Tamper and Flow) Quarterly Mar, Jun, Sep, Dec PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Sep Backflow preventer: LA, IN, MN, MD, IL, MO, MI 0 Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly No After-Hours Sprinkler Inspection -\$210.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost -\$61.00 **Annual Backflow Cost** \$130.00

\$0.00

\$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs	Quantity:		Inspect Frequency:	Inspect Month(s):
Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	0 0 50% 50% 0 0 0 50% 50% 50%			
	U	\$0.00		
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage	Quantity: 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Kitchen Hoods (Test & Inspect)	Quantity:	40.00	Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage	0 0 0 0 No		mopest riequoney.	inspect monun(o).
Annual Cost		\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station Eash Additional Additional Hours for Training or to meet Monthly Requirements	0 0		Annual	.,,,,
Annual Cost	Ü	\$0.00 \$0.00		
		ψ0.00		
Closed Circuit Television (Test & Inspect) Multiplexer	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Camera's (Indoors)	0			
Camera's (Outdoor) Monitors	0			
Input Switcher	0			
Lense Cleaning Pan/Tilt	0			
Controller	0			
Heater/Blower Battery Testing /Per Battery	0			
	3	\$0.00		
Annual Cost		\$0.00		
<u>Viakoo for CCTV</u> Viakoo Predictive™ per camera/encoder	Quantity: 0		Service Frequency: Annual	
Viakoo Preemptive™ per Camera/encoder	0		Annual	
Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5)	0 No		Annual 8-5 Standard Coverage	
24/7 Labor Coverage	No	¢0.00	24/7 Labor Coverage	
		\$0.00	Service Type:	
Additional Tech Time	0	\$0.00	Sprinkler	
		φυ.υυ		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	6	\$12.00 \$0.00 \$0.00		
			Date:	
Annual Recurring Cost:		\$1,671.00	Customer Signature:	



Annual Deluge Cost

Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Fire Station 5 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 2080 High Ridge Rd Street Address: AR# **BOYNTON BEACH FL 33426** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$3,067.00 by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Notifier NFS2-640 Fire Panel(s) Pull Stations 15 Smoke Detector - Sensitivity report from panel per 250 0 41 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 8 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 0 Warden Phone Jacks 0 Transponder 0 NAC Annunciator Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Annual Tamper Switches Dact (Dialer Panel) Annual 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$732.00 **\$1,710.00 Annual Cost** Monitoring Quantity MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring UL Certified Fire Alarm Monitoring -\$110.00 \$576.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Mar, Jun, Sep, Dec Quarterly Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). Annual 0 5 0 Additional Control Assemblies (Tamper and Flow) Quarterly Mar, Jun, Sep, Dec PIV's (Post indicator valve) Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Sep 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection -\$718.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost -\$61.00 **Annual Backflow Cost** \$130.00

\$0.00

\$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Foreign and	lanca and Manadha
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity: 0		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional Additional Hours for Training or to meet Monthly Requirements	0			
	U	\$0.00 \$0.00		
Annual Cost		φυ.υυ		
Closed Circuit Television (Test & Inspect) Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	Quantity: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00	.F	
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	50	\$100.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$3,067.00	Date: Customer Signature:	



Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Intracoastal Park Pavilion NJPA Customer: CCA Use Only: Site Name NJPA Region Code# 2240 North Federal Hwy Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$2,721.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept FCI Fire Panel(s) Pull Stations 9 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 0 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Annual Tamper Switches Dact (Dialer Panel) 3 Annual 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$214.00 **\$1,080.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring -\$93.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Mar, Jun, Sep, Dec Quarterly Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). Annual Additional Control Assemblies (Tamper and Flow) Quarterly Mar, Jun, Sep, Dec PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) Annual 0 Annual Dec 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection -\$591.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost -\$61.00 **Annual Backflow Cost** \$130.00 \$0.00 **Annual Deluge Cost** \$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack	Quantity: 15		Inspect Frequency: Annual	Inspect Month: January
Exit Lights with Battery Pack Optional Platinum Coverage	0 No			•
Annual Cost		-\$21.00 \$189.00		
	•	φ109.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage	Quantity: 0 0 0 No	CO 00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional	Quantity: 0 0		Inspect Frequency: Annual	Inspect Month(s):
Additional Hours for Training or to meet Monthly Requirements	0	CO. OO		
Annual Cost		\$0.00 \$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00 \$ 0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
	J	\$0.00	SpMoi	
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing Additional Labor FA	12	\$24.00 \$459.00 \$0.00		
Annual Recurring Cost:		\$2,721.00	Date: Customer Signature:	



Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Pistol Range Bld CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 3501 N Congress Ave Street Address: AR# **BOYNTON BEACH FL 33426** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$686.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 ES Fire Panel(s) Pull Stations 2 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 2 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 0 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$582.00 **\$382.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00

\$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	Ouantitus	40.00	Inchest Fraguency	Inancet Months
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0		, unida	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	8	\$16.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$686.00	Date: Customer Signature:	





City of Boynton Beach Boynton Beach PW1 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 222 Ne 9th Ave Street Address: AR# Boynton Beach FI 33435 Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$561.00 by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 ES Fire Panel(s) Pull Stations 8 Smoke Detector - Sensitivity report from panel per 250 0 21 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers 0 Heat Detectors 3 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 Optional Standard Labor Coverage No Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$864.00 **\$541.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 \$0.00 \$0.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	I F	In a sect Manual to be
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	Quantity: 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional	Quantity: 0 0		Inspect Frequency: Annual	Inspect Month(s):
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	00.00	Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage Service Type:	
Additional Tech Time	0		Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	10	\$20.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$561.00	Date: Customer Signature:	



Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach PW2 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 222 NE 9th Ave Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$605.00 by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4006 Fire Panel(s) Pull Stations 10 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect 18 Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 0 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 6 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 0 0 W/T Frequency: Vesda Early Detection Device WaterFlow 0 0 0 **No** Tamper Switches
Dact (Dialer Panel) Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$825.00 \$583.00 **Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 \$0.00 \$0.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00

Annual Pre-Action Cost		\$0.00 \$0.00		
		\$0.00 \$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost	0	\$0.00	Lancat Formula	In an east Manually (a)
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage	Quantity: 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	Quantity: 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional Additional Hours for Training or to meet Monthly Requirements	Quantity: 0 0 0	*****	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:	*****	Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0		Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage Service Type:	
Additional Tech Time	0		Sprinkler	
		\$0.00		
Insert addt'i svc coverage desc. (hood clean, parts, union labor) Audible signal testing	11	\$22.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$605.00	Date: Customer Signature:	



Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach PW6 CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 222 Ne 9th Ave Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$220.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4005 Fire Panel(s) Pull Stations Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 0 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers 0 Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator Other (AHU input, relays, etc.) 0 0 0 W/T Frequency: Vesda Early Detection Device WaterFlow 0 0 0 **No** Tamper Switches
Dact (Dialer Panel) Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$507.00 **Annual Cost** \$218.00 Monitoring Quantity: MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 \$0.00 \$0.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00

\$0.00

Annual Pre-Action Cost		\$0.00 \$0.00		
		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost	O	\$0.00	Increase Francisco	Improved Marath (a)
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage	Quantity: 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	Quantity: 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional Additional Hours for Training or to meet Monthly Requirements	Quantity: 0 0 0	*****	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost	U	\$0.00 \$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:	ψ0.00	Inspect Frequency:	Inspect Month(s):
Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0		Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage Service Type:	
Additional Tech Time	0	.	Sprinkler	
		\$0.00		
Insert addt'i svc coverage desc. (hood clean, parts, union labor) Audible signal testing	1	\$2.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$220.00	Date: Customer Signature:	



National Joint Powers Alliance Cooperative



Program #031517-SGL City of Boynton Beach Boynton Beach School House Mus CCA Use Only: NJPA Customer: NJPA Region Code# Site Name 129 E Ocean Ave Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Kerry Wells Sales Representative Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,941.00 ut by Product Line & Inspection Inform Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Notifier AFP 200 Fire Panel(s) Pull Stations 5 Smoke Detector - Sensitivity report from panel per 250 0 19 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 2 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 0 NAC Annunciator Other (AHU input, relays, etc.) 0 0 1 W/T Frequency: Vesda Early Detection Device WaterFlow Annual Tamper Switches
Dact (Dialer Panel) Annual Door Holder
Optional Standard Labor Coverage 0 **No** Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$592.00 **\$940.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service Single building burglar alarm service 1 By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) Elevator Monitoring 0 UL Certified Fire Alarm Monitoring -\$135.00

		\$288.00		
Sprinkler System (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Wet Risers	1		Quarterly	Mar, Jun, Sep, Dec
Dry Risers	0		Annual	•
Dry Sprinkler Trip Test	0		Annual	
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect				
additional FA panel or devices. If needed, see FA pricing above).	0		Annual	
Additional Control Assemblies (Tamper and Flow)	5		Quarterly	Mar, Jun, Sep, Dec
PIV's (Post indicator valve)	0		·	•
Deluge Risers	0		Annual	
AFFF (Foam tank inspect & lab analysis of foam)	0			
Fire Hose Stations	0			
Standpipe	0			
Anti-Freeze Loops	0			
Fire Pump	0			
Monthly Pump Run (each)	0		Monthly	
Private Fire Hydrants	0			
Backflow Preventer (Sprinkler, Domestic, Irrigation)	1		Annual	Sep
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0			
Monthly Valve Inspections	0		Monthly	
Optional Sprinkler Standard Labor Coverage	No			
After-Hours Sprinkler Inspection	No			
		-\$718.00		
Annual Wet Sprinkler Cost		\$551.00		
Americal Day Considerate Const		\$0.00 \$0.00		
Annual Dry Sprinkler Cost				
Annual Anti-Freeze Cost		\$0.00 \$0.00		
Allitudi Altti-Freeze Cost		-\$61.00		
Annual Backflow Cost		\$130.00		
Alliudi Backilow Cost		\$0.00		
Annual Deluge Cost		\$0.00 \$0.00		
Ainida Bolago Goot		\$0.00		
Annual Fire Hose Cost		\$0.00 \$0.00		
7.11.100.1.100.000.		\$0.00		
Annual Fire Pump Cost		\$0.00		

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort Annual Cost	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Extinguishers (Tost & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service) Annual Cost	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack	0			
Optional Platinum Coverage	No	\$0.00		
Annual Cost		\$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage	Quantity: 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect) Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	Quantity: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	16	\$32.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,941.00	Date: Customer Signature:	



Annual Backflow Cost

Annual Deluge Cost

Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Senior Ctr CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 1021 S Federal Hwy Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,985.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Simplex 4010 ES Fire Panel(s) Pull Stations 3 Smoke Detector - Sensitivity report from panel per 250 0 22 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers 0 Heat Detectors 2 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$548.00 **\$986.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly Feb, May, Aug, Nov Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Oct Backflow preventer: LA, IN, MN, MD, IL, MO, MI 0 Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly No After-Hours Sprinkler Inspection -\$83.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost -\$61.00

\$130.00 \$0.00

\$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Francisco	large and Manada.
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional Additional Hours for Training or to most Monthly Requirements	0			
Additional Hours for Training or to meet Monthly Requirements	U	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect) Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	Quantity: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	15	\$30.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,985.00	Date: Customer Signature:	



Annual Deluge Cost

Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach Sims Center CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 225 NW 12TH AVE Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$2,315.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Notifier Fire Panel(s) Pull Stations 6 Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers Heat Detectors 5 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Annual Tamper Switches
Dact (Dialer Panel) 5 Annual 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$214.00 **\$1,260.00 Annual Cost** Monitoring Quantity MONITORING: Single building fire alarm service 0 By ordering this service you are agreeing to the Master Single building burglar alarm service Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring -\$93.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly Feb, May, Aug, Nov Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). Annual Additional Control Assemblies (Tamper and Flow) 6 Quarterly Feb, May, Aug, Nov PIV's (Post indicator valve) Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Feb 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection -\$845.00 **\$551.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost -\$61.00 **Annual Backflow Cost** \$130.00

\$0.00

\$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0		Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00 \$0.00		
		φυ.υυ		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00	Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
		\$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	Quantity: 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month(s):
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0		7411001	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'I svc coverage desc. (hood clean, parts, union labor) Audible signal testing Additional Tech Time Fire Alarm	20	\$40.00 \$46.00 \$0.00		
Annual Recurring Cost:		\$2,315.00	Date: Customer Signature:	





NJPA Customer: City of Boynton Beach CCA Use Only: Boynton Beach Utilities Administration Building Site Name NJPA Region Code# Street Address: AR# Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,086.00 duct Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Mar, Sept Notifier AFP 200 Fire Panel(s) Pull Stations Smoke Detector - Sensitivity report from panel per 250 0 SmokeDetectors - Test & Inspect Not SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 0 Speakers Heat Detectors 5 Warden Phone Jacks 0 Transponder 0 NAC Annunciator 0 Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes No Inspection After-Hours -\$658.00 **\$754.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Backflow preventer: LA, IN, MN, MD, IL, MO, MI 0 Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly No After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 50% 50% 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Emergency Lighting (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	0 0 No	\$0.00 \$0.00	inspect riequency.	inspect worth.
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional	0		Ailluai	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00 \$ 0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00	-	
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	22	\$44.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,086.00	Date: Customer Signature:	



Annual Fire Hose Cost

Annual Fire Pump Cost

National Joint Powers Alliance Cooperative Program #031517-SGL



City of Boynton Beach Boynton Beach West Water Plant CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 5469 Boynton Beach Blvd Street Address: AR# **BOYNTON BEACH FL 33437** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,619.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual Jun, Dec Notifier 500 Fire Panel(s) Pull Stations Smoke Detector - Sensitivity report from panel per 250 0 33 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 3 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers 12 Heat Detectors Warden Phone Jacks 0 Transponder 0 0 NAC Annunciator Other (AHU input, relays, etc.) 0 W/T Frequency: Vesda Early Detection Device 0 WaterFlow Tamper Switches
Dact (Dialer Panel) 0 0 **No** Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$857.00 \$1,325.00 **Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly 0 Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection \$0.00 **\$0.00 Annual Wet Sprinkler Cost** \$0.00 **\$0.00 Annual Dry Sprinkler Cost** \$0.00 **\$0.00** Annual Anti-Freeze Cost \$0.00 **Annual Backflow Cost** \$0.00 \$0.00 **Annual Deluge Cost** \$0.00

\$0.00 \$0.00

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00 \$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service) Annual Cost	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
	0	ψ0.00	In an and Francisco	Lorenza de Marcello
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	Quantity: 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Eash Additional Additional Hours for Training or to meet Monthly Requirements	0			
	U	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect) Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	Quantity: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00	Inspect Frequency: Annual	Inspect Month(s):
Annual Cost		\$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor) Audible signal testing	3	\$6.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,619.00	Date: Customer Signature:	





CCA Use Only: NJPA Customer: City of Boynton Beach Ezell Hester Site Name NJPA Region Code# 1901 N Seacrest Blvd Street Address: AR# **BOYNTON BEACH FL 33435** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,976.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Semi-Annual April, Oct Simplex 4010 ES Fire Panel(s) Pull Stations 10 Smoke Detector - Sensitivity report from panel per 250 0 20 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning included Not SmokeDetector - Sensitivity included Duct Detectors - Functional test 15 Not Duct Detectors - Cleaning included Not Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 0 0 Speakers Heat Detectors Warden Phone Jacks 0 Transponder 0 NAC Annunciator Other (AHU input, relays, etc.) 0 0 1 W/T Frequency: Vesda Early Detection Device WaterFlow Annual 0 0 0 **No** Tamper Switches
Dact (Dialer Panel) Optional Standard Labor Coverage Optional 24/7 Labor Coverage No Optional Full Service Parts Coverage Yes Inspection After-Hours No -\$1,401.00 **\$1,007.00 Annual Cost** Monitoring Quantity: MONITORING: Single building fire alarm service By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) 0 These terms can be referenced in the monitoring tab below. Single building combo panel service (fire/security) 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 -\$135.00 \$288.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers Quarterly Feb, May, Aug, Nov Dry Risers 0 Annual 0 Dry Sprinkler Trip Test Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). Annual Additional Control Assemblies (Tamper and Flow) Quarterly Feb, May, Aug, Nov PIV's (Post indicator valve) 0 Deluge Risers 0 Annual AFFF (Foam tank inspect & lab analysis of foam) 0 Fire Hose Stations Standpipe 0 Anti-Freeze Loops Fire Pump Monthly Pump Run (each) 0 Monthly Private Fire Hydrants Backflow Preventer (Sprinkler, Domestic, Irrigation) 0 Annual Nov 0 0 **No** Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections
Optional Sprinkler Standard Labor Coverage Monthly After-Hours Sprinkler Inspection -\$210.00 **\$551.00**

/ umaa. rrot opimao. ooot	40000
	\$0.00
Annual Dry Sprinkler Cost	\$0.00
	\$0.00
Annual Anti-Freeze Cost	\$0.00
	-\$61.00
Annual Backflow Cost	\$130.00
	\$0.00
Annual Deluge Cost	\$0.00
	\$0.00
Annual Fire Hose Cost	\$0.00
	\$0.00
Annual Fire Pump Cost	\$0.00

Annual Wet Sprinkler Cost

		\$0.00		
Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost		\$0.00 \$0.00		
Annual Fire Hydrant Cost		\$0.00		
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	Quantity: 0 0 0 0 0 50% 50% 0 0 0 550% 0 0 0 0 0	\$0.00	Inspect Frequency:	Inspect Month(s):
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 0 No	\$0.00 \$0.00	Inspect Frequency:	Inspect Month:
Emergency Lighting (Test & Inspect)	Quantity:	40.00	Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack Exit Lights with Battery Pack Optional Platinum Coverage Annual Cost	0 0 No	\$0.00 \$0.00	inspect Frequency.	inspect worth.
Kitchen Hoods (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links Optional Platinum Coverage Annual Cost	0 0 0 No	\$0.00 \$0.00		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Emergency Shower / Eyewash Stations (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Initial Shower / Eyewash Station Eash Additional	0		Annual	
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect)	Quantity:		Inspect Frequency:	Inspect Month(s):
Multiplexer Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0 0	\$0.00	Annual	
Annual Cost		\$0.00 \$0.00		
Viakoo for CCTV Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	Quantity: 0 0 0 No No	\$0.00	Service Frequency: Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
Additional Tech Time	0		Service Type: Sprinkler	
		\$0.00		
Insert addt'l svc coverage desc. (hood clean, parts, union labor)		\$0.00 \$0.00 \$0.00		
Annual Recurring Cost:		\$1,976.00	Date: Customer Signature:	





City of Boynton Beach Links Of Boynton Beach CCA Use Only: NJPA Customer: Site Name NJPA Region Code# 8020 JOG RD Street Address: AR# **BOYNTON BEACH FL 33472** Ship to Customer # City, State, Zip Bill to Customer # NJPA Member #: 21407 NJPA Rev 1 Effective "Date" Sales Representative Kerry Wells Annual Contract Value: Contract Period Begin and End Date January 1, 2018- December 31, 2018 \$1,182.00 ut by Product Line & Inspection Fire Alarm (Test & Inspect)
Make/Model: Quantity: Inspect Frequency: Inspect Month(s): Annual Fire Panel(s) 0 Pull Stations Smoke Detector - Sensitivity report from panel per 250 0 0 Not SmokeDetectors - Test & Inspect SmokeDetector - Cleaning included SmokeDetector - Sensitivity
Duct Detectors - Functional test 100% Not Duct Detectors - Cleaning included Duct Detectors - Sensitivity included Elevator Recall AV's, Horn/Strobes 0 Speakers n Heat Detectors 0 Warden Phone Jacks 0 Transponder NAC 0 Annunciator Other (AHU input, relays, etc.) 0 Vesda Early Detection Device 0 W/T Frequency: WaterFlow Tamper Switches 0 Dact (Dialer Panel) 0 Door Holder Optional Standard Labor Coverage No Optional 24/7 Labor Coverage Optional Full Service Parts Coverage No No Inspection After-Hours No \$0.00 **\$0.00 Annual Cost** Monitoring
Single building fire alarm service Quantity: MONITORING: 0 By ordering this service you are agreeing to the Master Single building burglar alarm service 0 Monitoring Terms and Conditions applicable with this contract. Multi building applications (same dialer) (each building) Single building combo panel service (fire/security) 0 These terms can be referenced in the monitoring tab below. 0 Elevator Monitoring 0 UL Certified Fire Alarm Monitoring 0 \$0.00 \$0.00 Sprinkler System (Test & Inspect) Quantity: Inspect Frequency: Inspect Month(s): Wet Risers 2 Quarterly Feb, May, Aug, Nov Dry Risers 0 Annual Dry Sprinkler Trip Test 0 Annual Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0 Annual Additional Control Assemblies (Tamper and Flow) PIV's (Post indicator valve) Deluge Risers 0 0 0 0 Annual AFFF (Foam tank inspect & lab analysis of foam) Fire Hose Stations Standpipe Anti-Freeze Loops 0 Fire Pump 0 Monthly Pump Run (each) Monthly Private Fire Hydrants 0 2 0 0 Backflow Preventer (Sprinkler, Domestic, Irrigation) Annual August Backflow preventer: LA, IN, MN, MD, IL, MO, MI Monthly Valve Inspections Monthly Optional Sprinkler Standard Labor Coverage After-Hours Sprinkler Inspection No No -\$16.30 **\$903.00 Annual Wet Sprinkler Cost** \$0.00 **Annual Dry Sprinkler Cost** \$0.00 \$0.00 \$0.00 **Annual Anti-Freeze Cost** -\$6.51 **Annual Backflow Cost** \$279.00 \$0.00 **Annual Deluge Cost** \$0.00 \$0.00 **Annual Fire Hose Cost** \$0.00 \$0.00 **Annual Fire Pump Cost** \$0.00

Annual Pre-Action Cost		\$0.00 \$0.00		
Annual Standpipe Cost				
Annual Fire Hydrant Cost				
Special Hazards (Test & Inspect FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for	Quantity:		Inspect Frequency:	Inspect Month(s):
the testing of devices) Panel Clean Agent System additional cylinder less than 350lbs Clean Agent System additional cylinder greater than 350lbs SmokeDetectors - Test & Inspect SmokeDetector - Cleaning SmokeDetector - Sensitivity Heat Detectors Pull Stations Above Ceiling Smoke Detector (functionality test of smoke detector	0 0 0 0 50% 50% 0			
above ceiling grid) Subfloor Detector - Test & Inspect Subfloor Detector - Cleaning Subfloor Detector - Sensitivity Audio/Visual Abort	0 0 50% 50% 0	\$0.00		
Annual Cost		\$0.00		
Extinguishers (Test & Inspect) ABC Portable Units Clean Agent, Halon CO2/K-Class Water - stored pressure Wheeled Unit - stored pressure Nevada (Includes parts and chemicals) Optional Platinum (parts, recharge, service)	Quantity: 0 0 0 0 0 0 No		Inspect Frequency:	Inspect Month:
Annual Cost		\$0.00 \$0.00		
Emergency Lighting (Test & Inspect) Emergency Lights with Battery Pack	Quantity:		Inspect Frequency:	Inspect Month:
Exit Lights with Battery Pack Optional Platinum Coverage	0 No			
Annual Cost		\$0.00 \$0.00		
Kitchen Hoods (Test & Inspect) Hood System (incl test & inspection of 1 tank & up to 3 links) Additional Tanks Additional Links	Quantity: 0 0 0		Inspect Frequency:	Inspect Month(s):
Optional Platinum Coverage	No	\$0.00		
Annual Cost		\$0.00		
Emergency Shower / Eyewash Stations (Test & Inspect) Initial Shower / Eyewash Station Eash Additional	Quantity: 0 0		Inspect Frequency: Annual	Inspect Month(s):
Additional Hours for Training or to meet Monthly Requirements	0	\$0.00		
Annual Cost		\$0.00		
Closed Circuit Television (Test & Inspect) Multiplexer	Quantity:		Inspect Frequency: Annual	Inspect Month(s):
Camera's (Indoors) Camera's (Outdoor) Monitors Input Switcher Lense Cleaning Pan/Tilt Controller Heater/Blower Battery Testing /Per Battery	0 0 0 0 0 0 0			
	Ü	\$0.00		
Annual Cost Viakoo for CCTV	Quantity:	\$0.00	Service Frequency:	
Viakoo Predictive™ per camera/encoder Viakoo Preemptive™ per Camera/encoder Viakoo Proactive™ Per camera/encoder Standard Labor Coverage (M-F, 8 to 5) 24/7 Labor Coverage	0 0 0 No No		Annual Annual Annual 8-5 Standard Coverage 24/7 Labor Coverage	
		\$0.00	Service Type:	
Additional Tech Time	0	\$0.00	Sprinkler	
Insert addt'l svc coverage desc. (hood clean, parts, union labor)		\$0.00		
		\$0.00 \$0.00		
			Date:	
Annual Recurring Cost:		\$1,182.00	Customer Signature:	

Monitoring Service Agreement Terms and Conditions

Instructions and Explanation List

SUBSCRIBER'S NAME:

The Subscriber's legal name. If a business, this would be the name as indicated on the business license.

Also include name of the build-ing or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

ALARM PERMIT #

Required by some Police Departments before they will respond to alarm activations. Usually there is a 4 to 6 week grace period to obtain Alarm Permit, after which time the police will no longer respond until a valid permit for the customer premise is obtained. Check the laws as they pertain to your area. For more information, contact your authority having jurisdiction.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the

SimplexGrinnell billing system, along with the four digit Sequence

Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscriber in the event of alarm malfunction.

PREMISE FAX #

Subscriber's fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

BILLING ADDRESS:

Subscriber billing address if it is different from the premise address.

CONTACT / CALL LIST (RESPONSIBLE PARTIES)

KEY:

Check box if responsible party has keys to Subscriber's premises and is able to disarm alarm system. At least two of the responsible parties should have keys to the premises.

NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone

PASS CODE / ABORT CODE:

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber. EMERGENCY CALL LIST:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.). Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

MODEL#

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL # Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly, weekly, or on some other basis.

ZONE:

Zones transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all zone information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL / VFY / DISP:

Check appropriate box.

AUD = Audible Alarm; SIL = Silent Alarm; VFY = Verify; DISP = Dispatch

ALARM TYPE:

Fire, duress, burglary, etc.

SIGNAL:

Numeric or alphanumeric code sent by the alarm dialer to the Monitoring Center. Example: 1 or 01, 3 or 03, etc. depending on format.

SPECIAL INSTRUCTIONS:

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

STATE LICENSE

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT CODE:

This will normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contracted response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis. SUBSCRIBER AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

TERMS AND CONDITIONS

- 1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
- 2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
- 3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
- 4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS FOUIPMENT'S FAILURE TO OPERATE: OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.

6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revision and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.

- 8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
- 9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
- 10. Taxes, Fees, Fines, Licenses, and Permits. (a)Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
- 11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials serv-ices are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
- 12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
- 13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
- 14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
- 15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.

- 16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
- 17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
- 18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Effective 10/2016

SPRINKLER		
Sprinkler service rate (non Union)	\$113	
Sprinkler service rate (Union) – not to exceed	\$133	
SUPPRESSION AND EXTINGUISHER		
Suppression and extinguisher service rate \$101		
ALARM & DETECTION		
Software-based systems service rate	\$133	
Hard-wired system systems rate	\$133	
Hard-wired system systems rate (non-SimplexGrinnell)	\$133	

All Labor Subject to the Following:

- Overtime Multiplier 1.50
- Doubletime Multiplier 2.0

Time Classification	Start Time	End Time	Hourly Rate Modifier
Standard time M-F	8:00 AM	5:00 PM	N/A
Standard after hrs M-F	5:01 PM	7:59 AM	1.5 x
Saturday	8:00 AM	12:00 AM (Midnight)	1.5 x
Sundays and Holidays	12:01 AM	12:00 AM (Midnight)	2 x

- Minimum Charge for an Emergency and a Priority Call Is 3 Hours
- Maximum Travel Charge Is 4 Hours
- No Truck or Fuel Charges Permitted

2017 U.S. Domestic District Standard Service Labor Rate Classifica					
Region	District	District Name	Old Code	Electrical	Nurse Call
Great Lakes	321	Detroit	D	\$217.00	\$217.00
Great Lakes	185	Great Lakes HQ	D	\$217.00	\$217.00
Great Lakes	327	Grand Rapids	С	\$208.00	\$208.00
Great Lakes	359	Northern Indiana	В	\$198.00	\$198.00
Great Lakes	514	Cincinnati	С	\$208.00	\$208.00
Great Lakes	515	Cleveland	Р	\$219.00	\$219.00
Great Lakes	175	Cleveland Intl-Westfire	Р	\$219.00	\$219.00
Great Lakes	176	Cleveland Intl Coastal-Westfire	Р	\$219.00	\$219.00
Great Lakes	546	Pittsburgh	D	\$244.00	\$244.00
Great Lakes	583	Columbus	D	\$219.00	\$219.00
Great Lakes	584	Toledo	D	\$219.00	\$219.00
Midwest	320	Des Moines	С	\$208.00	\$208.00
Midwest	331	Indianapolis	С	\$208.00	\$208.00
Midwest	332	Kansas City	С	\$208.00	\$208.00
Midwest	333	Springfield	С	\$208.00	\$208.00
Midwest	354	St Louis	E	\$226.00	\$226.00
Midwest	362	Omaha	В	\$198.00	\$198.00
Midwest	375	Peoria	С	\$208.00	\$208.00
Midwest	472	Wichita	В	\$198.00	\$198.00
North Central	311	Chicago	Е	\$226.00	\$226.00
North Central	334	Madison	С	\$208.00	\$208.00
North Central	336	Milwaukee	W	\$196.00	\$196.00
North Central	337	Minneapolis	D	\$219.00	\$219.00
North Central	381	Green Bay	С	\$208.00	\$208.00
North Central	385	Fargo	С	\$208.00	\$208.00
Empire & Keystone	101	Albany	Q	\$197.00	\$197.00
Empire & Keystone	102	Newburgh	Е	\$226.00	\$226.00
Empire & Keystone	104	Endicott	С	\$208.00	\$208.00
Empire & Keystone	111	Buffalo	С	\$208.00	\$208.00
Empire & Keystone	153	Rochester	С	\$208.00	\$208.00
Empire & Keystone	162	Syracuse	С	\$208.00	\$208.00
Empire & Keystone	528	Harrisburg	С	\$208.00	\$208.00
Empire & Keystone	551	Allentown	С	\$208.00	\$208.00
Metro NYC	119	Long Island	D	\$219.00	\$219.00
Metro NYC	143	New York City	D	\$219.00	\$219.00
Metro NYC	140	ISPI- New York City	D	\$219.00	\$219.00
Metro NYC	518	North Jersey	D	\$219.00	\$219.00
Mid Atlantic	544	Philadelphia	S	\$219.00	\$219.00
Mid Atlantic	557	Wilmington	D	\$187.00	\$187.00
Mid Atlantic	562	Federal Solutions	D	\$219.00	\$219.00
Mid Atlantic	564	No. Virginia	D	\$219.00	\$219.00
Mid Atlantic	565	Baltimore	E	\$226.00	\$226.00
New England	106	Burlington	V	\$179.00	\$179.00
New England	108	Boston	l	\$226.00	\$226.00

New England	114	Nashua	J	\$219.00	\$219.00
New England	129	Hartford	N	\$211.00	\$211.00
New England	147	Portland	В	\$198.00	\$198.00
New England	149	Providence	0	\$219.00	\$219.00
New England	161	Springfield	D	\$211.00	\$211.00
New England	168	Worcester	U	\$226.00	\$226.00
Atlantic Coast	203	South Georgia	D	\$149.00	\$149.00
Atlantic Coast	209	Kingsport	С	\$178.00	\$178.00
Atlantic Coast	210	Charleston	С	\$208.00	\$208.00
Atlantic Coast	213	Greenville	С	\$208.00	\$208.00
Atlantic Coast	216	Columbia	С	\$208.00	\$208.00
Atlantic Coast	217	Myrtle Beach	В	\$198.00	\$198.00
Atlantic Coast	250	Raleigh	С	\$208.00	\$208.00
Atlantic Coast	252	Richmond	D	\$219.00	\$219.00
Atlantic Coast	260	Charlotte	С	\$213.00	\$208.00
Atlantic Coast	286	Greensboro	C	\$208.00	\$208.00
Atlantic Coast Atlantic Coast	293	Roanoke	В	\$198.00	\$198.00
Atlantic Coast Atlantic Coast	295	Norfolk	С	\$198.00	\$208.00
Atlantic Coast Atlantic Coast	298	Hickory	C	\$208.00	\$208.00
Atlantic Coast Atlantic Coast	299	Ashville	C	\$178.00	\$178.00
			C		
Gulf Coast	205	Birmingham		\$208.00	\$208.00
Gulf Coast	206	Montgomery	С	\$208.00	\$208.00
Gulf Coast	222	Mobile	С	\$208.00	\$208.00
Gulf Coast	262	W Palm Beach	С	\$208.00	\$208.00
Gulf Coast	263	Miami	D	\$219.00	\$219.00
Gulf Coast	264	Jacksonville	С	\$208.00	\$208.00
Gulf Coast	266	Tallahassee	D	\$172.00	\$172.00
Gulf Coast	269	New Orleans	С	\$208.00	\$208.00
Gulf Coast	287	Shreveport	С	\$208.00	\$208.00
Gulf Coast	291	Orlando	D	\$193.00	\$193.00
Gulf Coast	292	Tampa	D	\$208.00	\$208.00
Gulf Coast	294	Jackson	С	\$208.00	\$208.00
Gulf Coast	297	Ft Myers	С	\$193.00	\$193.00
South	201	Certified Fire	D	\$193.00	\$193.00
South	202	Atlanta	D	\$193.00	\$193.00
South	207	Huntsville	В	\$198.00	\$198.00
South	232	Lexington	С	\$208.00	\$208.00
South	233	Louisville	С	\$208.00	\$208.00
South	235	Memphis	С	\$208.00	\$208.00
South	270	Little Rock	С	\$208.00	\$208.00
South	288	Chattanooga	В	\$198.00	\$198.00
South	289	Nashville	С	\$208.00	\$208.00
South	290	Knoxville	С	\$187.00	\$187.00
South	324	Evansville	С	\$208.00	\$208.00
South	512	Charleston	С	\$208.00	\$208.00
Texas & Oklahoma	404	Lubbock	D	\$219.00	\$219.00
Texas & Oklahoma	405	Fort Worth	D	\$219.00	\$219.00
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Texas & Oklahoma	407	Dallas	D	\$219.00	\$219.00
Texas & Oklahoma	477	Dallas-Westfire	D	\$219.00	\$219.00
Texas & Oklahoma	430	Houston	D	\$219.00	\$219.00
		Tulsa	С	· · · · · · · · · · · · · · · · · · ·	
Texas & Oklahoma	441		C	\$208.00	\$208.00
Texas & Oklahoma	442	Oklahoma City		\$208.00	\$208.00
Texas & Oklahoma	492	San Antonio	D	\$219.00	\$219.00
Texas & Oklahoma	493	Corpus Christi	С	\$208.00	\$208.00
Texas & Oklahoma	494	Austin	D	\$219.00	\$219.00
Northwest	412	Santa Rosa	E	\$226.00	\$226.00
Northwest	415	Fairbanks, AK	E	\$159.00	\$159.00
Northwest	417	San Francisco	Н	\$236.00	\$236.00
Northwest	411	San Francisco Shell	Н	\$236.00	\$236.00
Northwest	444	Boise	Α	\$137.00	\$137.00
Northwest	448	Portland, OR	Е	\$226.00	\$226.00
Northwest	449	Anchorage, AK	Е	\$159.00	\$159.00
Northwest	454	Reno	С	\$199.00	\$199.00
Northwest	455	Sacramento	D	\$219.00	\$219.00
Northwest	458	Seattle	Н	\$210.00	\$210.00
Northwest	478	Seattle-Westfire	Н	\$210.00	\$210.00
Northwest	463	Juno	Е	\$159.00	\$159.00
Northwest	479	Spokane	С	\$208.00	\$208.00
Northwest	483	Helena	D	\$219.00	\$219.00
Southern California	413	Fresno	G	\$219.00	\$219.00
Southern California	434	Los Angeles	Н	\$228.00	\$228.00
Southern California	435	Las Vegas	М	\$236.00	\$236.00
Southern California	436	Inland Empire	Е	\$226.00	\$226.00
Southern California	437	Ventura	G	\$236.00	\$236.00
Southern California	480	San Diego	Н	\$236.00	\$236.00
Southern California	499	Honolulu	K	\$220.00	\$220.00
Southwest	419	Denver	F	\$174.00	\$174.00
Southwest	474	Denver-Westfire	F	\$174.00	\$174.00
Southwest	421	Colorado Springs	Т	\$174.00	\$174.00
Southwest	445	Phoenix	R	\$187.00	\$187.00
Southwest	475	Phoenix-Westfire	R	\$187.00	\$187.00
Southwest	446	Tucson	В	\$147.00	\$147.00
Southwest	456	Salt Lake City	D	\$198.00	\$198.00
Southwest	476	Salt Lake City-Westfire	D	\$198.00	\$198.00
Southwest	467	Albuquerque	С	\$150.00	\$150.00

tion Sc	hedule
Sprinkler	Suppression
\$180.00	\$141.00
\$180.00	\$141.00
\$122.00	\$133.00
\$127.00	\$126.00
\$135.00	\$133.00
\$141.00	\$141.00
\$141.00	\$141.00
\$141.00	\$141.00
\$141.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$133.00
\$137.00	\$133.00
\$135.00	\$133.00
\$159.00	\$158.00
\$129.00	\$126.00
\$138.00	\$133.00
\$127.00	\$126.00
\$159.00	\$158.00
\$135.00	\$133.00
\$140.00	\$133.00
\$148.00	\$141.00 \$133.00
\$135.00 \$135.00	\$133.00
\$133.00	\$133.00
\$131.00	\$129.00
\$122.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$196.00	\$144.00
\$198.00	\$141.00
\$198.00	\$141.00
\$159.00	\$159.00
\$167.00	\$133.00
\$143.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$159.00	\$158.00
\$154.00	\$152.00
\$230.00	\$228.00

\$187.00	\$185.00
\$153.00	\$152.00
\$127.00	\$126.00
\$155.00	\$141.00
\$153.00	\$152.00
\$172.00	\$170.00
\$122.00	\$122.00
\$112.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$127.00	\$126.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$105.00
\$127.00	\$126.00
\$135.00	\$133.00
\$135.00	\$133.00
\$112.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$133.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$128.00	\$128.00
\$133.00	\$133.00
\$135.00	\$133.00
\$128.00	\$128.00
\$129.00	\$122.00
\$129.00	\$122.00
\$108.00	\$108.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$135.00	\$133.00
\$108.00	\$108.00
\$108.00	\$133.00
\$116.00	\$112.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$143.00	\$141.00

\$143.00	\$141.00
\$143.00	\$141.00
\$143.00	\$141.00
\$135.00	\$133.00
\$135.00	\$133.00
\$143.00	\$141.00
\$135.00	\$133.00
\$143.00	\$141.00
\$159.00	\$158.00
\$159.00	\$144.00
\$178.00	\$176.00
\$178.00	\$176.00
\$117.00	\$133.00
\$159.00	\$158.00
\$159.00	\$144.00
\$141.00	\$133.00
\$143.00	\$141.00
\$178.00	\$176.00
\$178.00	\$176.00
\$159.00	\$144.00
\$135.00	\$133.00
\$143.00	\$141.00
\$150.00	\$148.00
\$178.00	\$176.00
\$178.00	\$176.00
\$159.00	\$158.00
\$178.00	\$148.00
\$178.00	\$176.00
\$170.00	\$169.00
\$131.00	\$141.00
\$131.00	\$141.00
\$131.00	\$142.00
\$118.00	\$173.00
\$118.00	\$173.00
\$108.00	\$126.00
\$150.00	\$148.00
\$150.00	\$148.00
\$117.00	\$133.00

NJPA Extinguisher/Emergency Light Pricing

Item	Description	Price
iteiii	Description	Frice
	New Extinguishers	
EX1010	10 LB. ABC dry chemical fire extinguisher	\$77.24
EX1020	20 LB. ABC dry chemical fire extinguisher	\$124.74
EX1050	5 LB. ABC dry chemical fire extinguisher	\$59.86
EX1110	10 LB. CO2 fire extinguisher	\$211.68
EX1115	15 LB. CO2 fire extinguisher	\$238.14
EX1150	5 LB. CO2 fire extinguisher	\$137.34
EX1210	10 LB. FE36 Clean-Guard fire extinguisher	\$418.00
EX1214	13 LB. FE36 Clean-Guard fire extinguisher	\$630.00
EX1250	5 LB. FE36 Clean-Guard fire extinguisher	\$208.00
EX1425	2½ GAL. Pressurized water fire extinguisher	\$120.00
EX1560	6L K-Class fire extinguisher	\$210.00
	Extinguisher Recharges	
EX3010	RECHARGE 10 LB. D/C EXT	\$21.00
EX3020	RECHARGE 20 LB. D/C EXT	\$31.00
EX3021	RECHARGE 5 LB. CO2 EXT	\$11.70
EX3025	RECHARGE 2½ LB. D/C EXT	\$9.36
EX3050	RECHARGE 5 LB. D/C EXT	\$13.68
EX3060	RECHARGE K CLASS EXT	\$75.00
EX3110	RECHARGE 10 LB. CO2 EXT	\$15.12
EX3115	RECHARGE 15 LB. CO2 EXT	\$16.56
EX3120	RECHARGE 20 LB. CO2 EXT	\$22.32
EX3200	RECHARGE PRESSURIZED WATER EXT	\$11.00
LX3200	Extinguisher Maintenance	ψ11.00
EX2060	SIX YEAR MAINTENANCE	\$6.00
EX2080	HYDROTEST CO2 UP TO 20 LB EXT	\$17.71
EX2084	HYDROTEST STORED PRESSURE TYPE EXT	\$14.00
EX2089	HYDROTEST WATER TYPE EXT	\$14.00
	Extinguisher Parts	4
EX4001	LOCKING PIN	\$2.25
EX4002	VERIFICATION COLLAR	\$3.16
EX4004	TAMPER INDICATING DEVICE	\$1.25
EX4005	VALVE STEM	\$11.44
EX4100	VALVE RETAINER SEAL (O-RING)	\$4.95
EX4200	GAUGE	\$11.50
EX4412	CO2 SAFETY RELEASE DEVICE	\$15.00
EX5002	DECAL INSTRUCTIONAL	\$1.75
EX5003	DECAL OSHA/HAZMAT/DOT	\$1.75
EX5100	SIGN - FIRE EXT (SELF-ADHESIVE)	\$3.95
EX5102	SIGN FIRE EXT (STANDOUT)	\$16.98
EX5200	HANGER - FIRE EXT (ALL MODELS)	\$5.50
EX5503	BRACKET ECONOMY	\$19.50
EX5504	BRACKET HEAVY DUTY	\$45.00
=X2017	HAZARDOUS MATERIAL HANDLING FEE	\$25.00
	Emergency Lights	Ψ20.00
EE6101	4V 4.6AH BATTERY	\$50.00
EE6102	4V 10AH BATTERY	\$50.00
EE6103	6V 4AH BATTERY	\$50.00
EE6103 EE6104	6V 7AH BATTERY	\$61.00
EE6104 EE6105		
EE6105	6V 8AH BATTERY 6V 10AH BATTERY	\$55.00 \$50.00
	INV IUAD BALLERT	1350 00

EE6108	6V 36AH BATTERY	\$145.00
EE6109	12V 32AH BATTERY	\$165.00
EE6110	12V 55AH BATTERY	\$195.00
EE6201	AC BULB	\$9.45
EE6202	DC BULB	\$6.30
EE6203	SEALED BEAM BULB	\$22.50
EE6204	FLUORESCENT BULB	\$12.95
EE6205	LED BULB	\$35.00



National	Joint	P
Date:		

A STATE OF THE STA	
Customer Name:	
Location Name:	
Location Address:	
Contact Name:	
Contact Phone:	
Contact Email:	
Sales Representative: Branch:	
COVERED EQUIPMENT:	

NON-RECCURING SERVICES	Quantity:
Monitoring Setup and Installation	
One-time configuration and connection charge	0
Monitoring equipment and installation includes digital communicator and	
programming	0
Fire Damper and Doors	
Smoke/Fire Damper Inspections	0
Fire Door Inspections	0
Rolling Fire Doors Inspections	0
Actuators	0
Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal (\$2,185.00) . If the minimums are not met, line item quantities should	

Shoker he bamper withinding ee to be used if the total of the dampers and doors	
does not equal (\$2,185.00) . If the minimums are not met, line item quantities should	
be removed and just select yes on line 43.	No
Smoke/Fire Damper Inspections (Pricing for AK, HI)	0
Fire Door Inspections (Pricing for AK, HI)	0
Rolling Fire Doors Inspections (IPricing for AK, HI)	0
Actuators (Pricing for AK, HI)	0

Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal (\$5,175.00). If the minimums are not met, line item quantities should be removed and just select yes on line 48. (pricing for AK, HI)

One-Time Cost

Sprinkler System (5 Year Inspect)	Quantity:
FDC 5-Year Certification Test - (1) Riser & (1) FDC	0
5 Year Obstruction/Investigaction - Risers	0
Lift rental (enter number of days)	0
Obstruction/Investigation - In the State of California	No

No

5 Year Cost

Additional Tech Time	0
	0
Customer Training Center	
5 Day Security System Administrator Training (PID: 9500-0057)	0
3 Day Service And Maintenance Training (PID: 9500-0058)	0
2 Day Integrated System Upgrade Training (PID: 9500-0059)	0
4 Day Integrated Security System Admin Training (PID: 9500-0129)	0
2 Day ID Badge Training (PID: 9500-0127)	0
2 Day ID Badge Training (PID: 9500-0144)	0
2 Day Integrated Graphical Maps Training (PID: 9500-0141)	0
2 Day Integrated CCTV Control Training (PID: 9500-0128)	0
4 Hours Of Integrated System Training (PID: 9500-0145)	0
1 Day Integrated Security System Pre-Delivery Svcs (PID: 9500-0146)	0
4 Hour Integrated Security System Programming (PID: 9500-0147)	0
6 Day Enhanced Security Training (PID: 9500-0148)	0
Training Guide (PID: 3700-9315)	0
Reduction	
Training Total Cost	
Insert addt'l services	
Customer Signature:	_
Date :	•
Total non-recurring cost	<u></u>
rotar from robarring cost	

owers Alliance #0	3151	.7-SGL
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Frequency:

One-Time

\$0.00

\$0.00

Inspect Month:

\$0.00

\$0.00

\$0.00

Sprinkler

\$0.00

\$0.00

NJPA Premier Communication

EMERGENCY CALL: System/unit is not operational and backup system/unit is not available. Life safety and propert significant damage.

• Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit in

• Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

• Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service we

• Technician will be on site within fourteen (14) calendar days

ALL SERVICE RATES WILL BE BILLED ACCORDING TO NJPA PREFERRED HOURLY SERVICE RATES

 $\label{eq:maximum} Minimum \ charge \ for an Emergency \ and \ a \ Priority \ Maximum \ travel \ charge \ is \ 4 \ hours$ Overtime fees prevail before 7:00 AM or after 4:30 PM and double time fe

Standards

y protection is non-existent or property assets are in imminent danger of
tegrity.
ork.
Call is 3 hours



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Approve the bid for "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES" # 040-1412-18/MFD to the following three (3) companies Ferguson Enterprises, Fortiline Inc. and Core & Main on a primary, secondary and third vendor basis to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual expenditure of \$85,000.

EXPLANATION OF REQUEST:

Bid Term: October 17, 2018 - October 16, 2019, with optional two (2), one (1) year renewals.

On September 25, 2018, Procurement Services opened and tabulated three (3) bids for Brass Fittings and Accessories. All bids were reviewed by the Manager of Materials and Distribution. It was determined to recommend this award by a primary, secondary and third vendor. The award is based on the number of low items each vendor accumulated.

Fortiline

Primary Vendor

Item(s)

152 out of 263

<u>Ferguson</u>

Secondary Vendor

Item(s)

65 out of 263

Core & Main

Third Vendor

Item(s)

38 out of 263

No Bid

Items(s)

14 out of 263

Two vendors were low on 6 items.

In addition, the following vendors included a discount for all items not listed on the bid.

Core and Main Cost plus 12% Ferguson 15% Discount Fortiline 10% Discount

Recommendation

Fortiline as the primary vendor.

Ferguson as the secondary vendor. Core and Main as the third vendor.

FISCAL IMPACT: Budgeted

The bid will be for the period of 10-17-2018 to 10-16-2019 and will allow for two (2) additional one (1) year extensions at the same terms and conditions subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

All three vendors are located in Riviera Beach, FL

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The purpose of this bid is to secure a source of supply for the purchase of brass fittings and accessories for the City's water system. All orders are on an "AS NEEDED" basis.

Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of \$85,000.

FY 16/17 expenditures were \$82,200.75
FY 17/18 expenditures to date are \$86,203.47

ALTERNATIVES: Obtain quotes on an "as needed" basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

Is this a grant? No

CLIMATE ACTION DISCUSSION:

Grant Amount:

ATTACHMENTS:

Type Description

Addendum Award Letter

Addendum Tabulation Sheet

The City of Boynton Beach



Finance Department WAREHOUSE DIVISION

TO: Tim Howard, Assistant City Manager

Administrative Services

FROM: Michael Dauta, Manager of Materials and Distribution

DATE: September 26, 2018

SUBJECT: Brass Bid # 040-1412-18/MFD

I reviewed the tabulation sheet sent from your office. My recommendation is an award based on Primary, Secondary and Third vendor.

The Primary vendor was low on 152 out of 263 items. The Secondary vendor was low on 65 out of 263 items. The Third vendor was low on 38 out of 263 items. The Secondary and Third vendor will be utilized when the Primary cannot deliver the product in a timely manner and/or if the vendors are lower in price on an item than the Primary.

There were 6 items that have two vendors as the lowest bidders. These items are # 19, 20, 22, 23, 73 and 201. We will contact both vendors at time of order and go with the vendor that can deliver the item the quickest.

In addition, there were 14 items that were no bid.

Last year's expenditures were \$82,200.75. The previous year's expenditures were \$102,065.54. This year's expenditures up to date are \$86,203.47. The estimated annual expenditure will be \$85,000.

Fortiline

Primary Vendor

Item(s)

152 out of 263

Ferguson

Secondary Vendor

Item(s)

65 out of 263

Core & Main

Third Vendor

Item(s)

38 out of 263

In addition, the following vendors included a discount for all items not listed on the bid.

Core & Main Cost Plus 12%

Ferguson 15% Fortiline 10%

ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES

BID DUE DATE: September 25, 2018 BID DUE TIME: 10 AM BID# 040-1412-18/MFD OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

Core & Main, LP 1101 W. 17th Street Riviera Beach, FL. 33404 Phone (561) 848-4396 / Fax (561) 845-7267 Contact: Susan Reed Email: susan.reed@coreandmain.com

ITEM#	DESCRIPTION	COMMODITY#	MANUFACTURER #	UNIT PRICE	MIN QTY
1	ELBOWS 45 BRASS 3/4"	670-001-00001	NL102-12	\$8.11	
2	ELBOWS 45 BRASS 1"	670-001-00002	NL102-16	\$13.84	
3	ELBOWS 45 BRASS 1 1/2"	670-001-00003	NL102-24	\$27.66	
4	ELBOWS 45 BRASS 2"	670-001-00004	NL102-32	\$44.74	
5	ELBOWS 90 BRASS 3/4"	670-001-00005	NL101-12	\$6.21	
6	ELBOWS 90 BRASS 1"	670-001-00006	NL101-16	\$10.11	
7	ELBOWS 90 BRASS 1 1/2"	670-001-00007	NL101-24	\$20.22	
8	ELBOWS 90 BRASS 2"	670-001-00008	NL101-32	\$32.63	
9	CAPS CLEANOUT BRASS 3"	670 002 00001	NO BID	NO BID	
10	CAPS CLEANOUT BRASS 4"	670 002 00002	NO BID	NO BID	
11	CAPS BRASS 3/4"	670 002 00003	NL116-12	\$3.88	
12	CAPS BRASS 1"	670 002 00004	NL116-16	\$7.05	
13	CAPS BRASS 1 1/2"	670 002 00006	NL116-24	\$16.33	
14	CAPS BRASS 2"	670 002 00007	NL116-32	\$27.98	
15	2 X 2 PACK JOINT COUPLING T444-777	670 003 00001	T444-777-NL	\$190.79	
16	2X2X1 COMP PK JOINT COUP T444-774-AWT	670 003 00002	T444-774-NL	\$93.92	
17	2" BALL VALVE B44-777	670 003 00003	B44-777-NL	\$248.36	1
18	NIPPLE BRASS 3/4" X 18"	670 004 00001	2012-1800	\$12.72	1
19	NIPPLE BRASS 3/4" X 2"	670 004 00002	2012-200	\$1.65	
20	NIPPLE BRASS 3/4" X 4"	670 004 00003	2012-400	\$2.88	
21	NIPPLE BRASS 3/4" X 6"	670 004 00004	2012-600	\$4.21	
22	NIPPLE BRASS 1" X 2"	670 004 00005	2016-200	\$2.38	
23	NIPPLE BRASS 1" X 4"	670 004 00006	2016-400	\$4.17	
24	NIPPLE BRASS 1" X 6"	670 004 00007	2016-600	\$6.15	
25	NIPPLE BRASS 1 1/2" X 2"	670 004 00008	2024-200	\$4.09	
26	NIPPLE BRASS 1 1/2" X 4"	670 004 00009	2024-400	\$7.33	
27	NIPPLE BRASS 1 1/2" X 6"	670 004 00010	2024-600	\$10.83	
28	NIPPLE BRASS 2" X 2"	670 004 00011	2032-001	\$5.78	
29	NIPPLE BRASS 2" X 4"	670 004 00012	2032-400	\$9.42	
30	NIPPLE BRASS 2" X 6"	670 004 00013	2032-600	\$13.92	
31	COUPLING BRASS 3/4"	670 005 00001	NL111-12	\$5.46	
32	COUPLING BRASS 1"	670 005 00002	NL111-16	\$9.30	
33	COUPLING BRASS 1 1/2"	670 005 00003	NL111-24	\$20.22	
34	COUPLING BRASS 2"	670 005 00004	NL111-32	\$33.42	
35	COUPLING REDUCER BRASS 1" X 3/4"	670 006 00001	NL112-1612	\$10.54	
36	COUPLING REDUCER BRASS 1 1/2" X 1"	670 006 00002	NL112-2416	\$26.76	
37	COUPLING REDUCER BRASS 2" X 1 1/2"	670 006 00003	NL112-3224	\$43.35	
38	COUPLING "L" BRASS 3/4" L04-34	670 009 00001	L04-34-NL	\$15.79	
39	COUPLING "L" BRASS 1" L04-44	670 009 00002	L04-44-NL	\$23.42	
40	COUPLING "L" BRASS 1 1/2" L84-68	670 009 00003	L84-66-NL	\$55.79	
41	COUPLING "L" BRASS 2" L84-77	670 009 00004	L84-77-NL	\$79.97	
42	COUPLING STRAIGHT BRASS 3/4" C44-33	670 010 00001	C44-33-NL	\$12.85	
43	COUPLING STRAIGHT BRASS 1" C44-44	670 010 00002	C44-44-NL	\$14.69	
44	COUPLING STRAIGHT BRASS 1 1/2" C44-66	670 010 00003	C44-66-NL	\$49.15	
45	COUPLING STRAIGHT BRASS 2" C44-77	670 010 00004	C44-77-NL	\$66.35	
46	BUSHING BRASS 1" X 3/4"	670 012 00001	NL114-1612	\$5.68	
47	BUSHING BRASS 1 1/4" X 1"	670 012 00002	NL114-2016	\$9.71	
48	BUSHING BRASS 1 1/2" X 1"	670 012 00003	NL114-2416	\$13.79	
49	BUSHING BRASS 2" X 3/4"	670 012 00004	NL114-3212	\$17.02	
50	BUSHING BRASS 2" X 1"	670 012 00005	NL114-3216	\$17.02	

Core & Main, LP 1101 W. 17th Street Riviera Beach, FL. 33404 Phone (561) 848-4396 / Fax (561) 845-7267 Contact: Susan Reed

Email: susan.reed@coreandmain.com

			Email: susan.reed@coreandmain.co		n
ITEM#	DESCRIPTION	COMMODITY#	MANUFACTURER #	UNIT PRICE	MIN QTY
51	BUSHING BRASS 2' X 1 1/2"	670 012 00006	NL114-3224	\$17.02	
52	TEE BRASS 3/4"	670 013 00001	NL106-12	\$7.75	
53	TEE BRASS 1"	670 013 00002	NL106-16	\$14.00	
54	TEE BRASS 1 1/2"	670 013 00003	NL106-24	\$27.21	
55	TEE BRASS 2"	670 013 00004	NL106-32	\$45.10	Î
56	PLUG BRASS IP 3/4"	670 015 00001	NL117-12	\$3.88	
57	PLUG BRASS IP 1"	670 015 00002	NL117-16	\$6.21	
58	PLUG BRASS IP 1 1/4"	670 015 00003	NL117-20	\$8.72	
59	PLUG BRASS IP 1 1/2"	670 015 00004	NL117-24	\$10.88	
60	PLUG BRASS IP 2"	670 015 00005	NL117-32	\$17.86	
61	PLUG BRASS CC 3/4"	670 015 00006	NO BID	NO BID	
62	PLUG BRASS CC 1"	670 015 00007	NO BID	NO BID	
63	PLUG BRASS CC 1 1/2"	670 015 00007	NO BID	NO BID	
64	PLUG BRASS CC 2"	670 015 00009	NO BID	NO BID	
65	VALVE BOX WITH LID	670-027-00001	670610145776	\$96.62	
66	BALL CORP 1" CC THREADED FB-1000	670 020 00001	FB1000-4-NL	\$44.75	
67	BALL CORP 1 1/2" THREADED FB-1000	670 020 00002	FB1000-6-NL	\$100.28	
68	2"MALE IRON PIPE X CTS FB1100-7	670 020 00003	FB1100-7-NL	\$165.87	
69	2" BALL CORP CC THREAD FFB10007	670 020 00004	FB1000-7-NL	\$165.87	
70	1" BALL CORP MIP X CTS FF1100-4	670 020 00006	F1100-4-NL	\$34.78	
71	BALL VALVES IP X IP 3/4" BL11-233W	670 052 00001	BL11-233W-NL	\$25.09	
72	BALL VALVES IP X IP 3/4" B11-233W	670 052 00002	B11-233W-NL	\$23.72	
73	BALL VALVES IP X IP 1" BL11-344W LONG	670 052 00003	BL11-344-4-5-NL	\$47.55	
74	BALL VALVES IP X IP 1" B11-444W	670 052 00004	B11-444W-NL	\$57.73	
75	BALL VALVES IP X IP 1 1/2 B11-666	670 052 00005	B11-666-NL	\$115.19	
76	BALL VALVE IP X IP 2" B11-777	670 052 00006	B11-777-NL	\$168.46	
77	GATE OPERATING NUT 2" #QT67	670 052 00007	QT67	\$10.10	
78	BALL VALVE COMP X FIP 3/4" B41-333W	670 052 00008	B41-333W-NL	\$42.37	
79	BALL VALVE COMP X FIP 1" B41-444WG	670 052 00009	B41-444W-G-NL	\$64.28	
80	BALL VALVE FIP X METER 3/4" B91-223W	670 052 00010	B91-223W-NL	\$25.34	
81	BALL VALVE COMP X YOKE 3/4" B94-223W	670 052 00011	B94-223W-NL	\$30.86	
82	BALL VALVE COMP X YOKE 1" B94-344W	670 052 00012	B94-344W-NL	\$54.79	
83	GATE VALVES BRASS 1 1/2"	670 052 00013	3	\$50.43	
84	GATE VALVES BRASS 2"	670 052 00014	3	\$74.72	
85	BALL VALVE FIP X METER 1"	670 052 00016	B91-344W-NL	\$44.72	
86	FLANGE PLATE BRASS 1 1/2"	670 053 00001	NO BID	NO BID	
87	FLANGE PLATE BRASS 2"	670 053 00002	NO BID	NO BID	
88	FLANGE PLATE BALL VALVES 1 1/2" COMP X FLANGE BF43-666W	670 053 00003	BF43-666W-NL	\$128.19	
89	FLANGE PLATE BALL VALVES 2" COMP X FLANGE BF43-777W	670 053 00004	BF43-777W-NL	\$217.14	
90	CUSTOM SETTER 1 1/2" VVB66-15BX13	670 054 00001	VBB76-15B-11-6	\$672.01	
91	CUSTOM SETTER 2" VVB77-15BX17	670 054 00002	VBB77-15B-11-7	\$755.06	
92	ADAPTER 2 1/2 X 1" FIRE HYDRANT	670 055 00002	FM25F10T	\$58.74	
93	ADAPTER 2 1/2" X 2" HYDRANT ADAPTER	670 055 00003	NO BID	NO BID	
94	HYDRANT MARKERS SELF STICK - BLUE RAY9725 / RREK	670 055 00004		\$188.16	
95	Y JOINT BRASS 1" X 3/4" X 3/4" Y44-243	670 056 00001	Y44-243-NL	\$26.58	
96	Y JOINT BRASS 1 1/2" X 1" X 1" Y44-264	670 056 00002	Y44-264-NL	\$64.28	
97	2" Y PACK JOINT Y44-274	670 056 00003	Y44-274-NL	\$74.30	
98	CORP ADAPTERS 3/4" COPPER FL. X 1" COMP C04-33	670 060 00001	C04-33-NL	\$12.00	
99	CORP. ADAPTER 1" COPPER FL. X 1" COMP C04-44	670 060 00002	C04-44-NL	\$17.64	
100	ADAPTER 3/4" MIP X COMP. C84-33	670 060 00003	C84-33-NL	\$10.55	1
101	ADAPTER 3/4" MIP X 1" COMP C84-34	670 060 00004	C84-34-NL	\$11.68	ĺ

Core & Main, LP 1101 W. 17th Street Riviera Beach, FL. 33404 Phone (561) 848-4396 / Fax (561) 845-7267

Contact: Susan Reed Email: susan.reed@coreandmain.com

		Email: susan.reed@coreandmain.com			
ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
102	ADAPTER 1" MIP X COMP C84-44	670 060 00005	C84-44-NL	\$12.48	
103	ADAPTER 1 1/2" MIP X COMP C84-66	670 060 00006	C84-66-NL	\$34.21	
104	ADAPTER 2" MIP X COMP. C84-77	670 060 00007	C84-77-NL	\$49.85	
105	ADAPTER 3/4" FIP X COMP. C14-33	670 060 00008	C14-33-NL	\$11.09	
106	ADAPTER 3/4" FIP X 1" COM C14-34	670 060 00009	C14-34-NL	\$13.06	
107	ADAPTER 1" FIP X COMP. C14-44	670 060 00010	C14-44-NL	\$15.05	
108	ADAPTER 3/4" X 1" A24	670 060 00010	A24-NL	\$17.49	
109	METER SPUD 3/4" X 2 1/2" C38-23-2.5	670 061 00001	C38-23-2-5-NL	\$6.85	
110	METER SPUD 3/4" X 2 1/4" C38-23-2.25	670 061 00002	C38-23-2-25-NL	\$6.85	
111	METER SPUD 1" X 2 5/8" C38-44-2.625	670 061 00003	C38-44-2-625-NL	\$10.55	
112	RISER 3/4" X 7" V42-7W	670 061 00004	V42-7W-NL	\$69.81	
113	RISER 3/4" X 12" V42-12W	670 061 00005	V42-12W-NL	\$73.16	
114	RISER 3/4" X 15" V42-15W	670 061 00006	V42-15W-NL	\$76.24	
115	RISER 1" X 10" V44-10W	670 061 00007	V44-10W-NL	\$133.31	
116	RISER 1" X 12" V44-12W	670 061 00008	V44-12W-NL	\$136.47	
117	RISER 1" X 18" V44-18W	670 061 00009	V44-18W-NL	\$162.91	
118	EXPANSION NUTS 3/4" EC-23	670 062 00001	EC-23-NL	\$15.59	
119	EXPANSION NUTS 1" EC-4	670 062 00002	EC-4-NL	\$26.19	
120	TAIL PIECES 3/4" FOR YOKE C91-23	670 063 00001	C91-23-NL	\$6.41	
121	TAIL PIECES 1" FOR YOKE C91-44	670 063 00002	C91-44-NL	\$10.62	
121	YOKE 1" Y-504	670 082 00002	Y504	\$10.62	
	YOKE 5/8" X 3/4" Y-502	670 082 00007			
123			Y502	\$8.58	
124	1 1/2" DROP IN FLANGED GASKET	670-061-00015	NO BID	NO BID	
125	2" DROP IN FLANGED GASKET	670-061-00016	NO BID	NO BID	
126	1" LID (11" X 18") / EBAA / TOUCH READ HOLE IN CENTER	670-061-00034	MC1118-2TW	\$55.90	
127	2" LID (17" X 30") EBAA / TOUCH READ HOLE IN UPPER LEFT	670-061-00036	MC1730-5TW	\$120.99	
128	17" X 30" X 12" PLASTIC METER BOX BLACK	670-061-00037	17302500	\$119.57	
129	11" X 18" X 12" PLASTIC METER BOX BLACK	670-061-00044	11182500	\$64.57	
130	1" RUBBER GASKET FOR YOKE	670-061-00066	GT-123	\$0.30	
131	3/4" RUBBER GASKET FOR YOKE	670-061-00067	GT-118	\$0.26	
132	2" X 3/4" SADDLE CC THREAD	670-069-00001	31700025607000	\$38.00	
133	4" X 3/4" SADDLE CC THREAD	670-069-00002	31700051407000	\$37.29	
134					
\vdash	4" X 3/4" SADDLE IP THREAD	670-069-00003	31700051406000	\$37.29	
135	6" X 3/4" SADDLE CC THREAD	670-069-00004	31700076007000A	\$42.90	
136	8" X 3/4" SADDLE CC THREAD	670-069-00005	31700101007000A	\$50.16	
137	2" X 1" SADDLE CC THREAD	670-069-00006	31700025609000	\$36.77	
138	3" X 1" SADDLE CC THREAD	670-069-00007	31700035409000	\$36.77	
139	3" X 1" SADDLE CC THREAD	670-069-00008	31700041309000	\$36.77	
140	4" X 1" SADDLE IP THREAD	670-069-00009	31700051408000	\$36.77	
141	4" X 1" SADDLE CC THREAD	670-069-00010	31700048009000	\$36.77	
142		670-069-00011	31700051409000		
	4" X 1" SADDLE CC THREAD	670-069-00012		\$36.77	
143	6" X 1" SADDLE CC THREAD		31700076009000A	\$42.90	
144	8" X 1" SADDLE CC THREAD	670-069-00013	31700101009000A	\$50.16	
145	10" X 1" SADDLE CC THREAD	670-069-00014	31700121209000	\$60.27	
146	10" X 1" SADDLE CC THREAD	670-069-00015	31700121209000	\$60.27	
147	10" X 1" SADDLE CC THREAD	670-069-00016	31700143209000A	\$70.48	
148	12" X 1" SADDLE CC THREAD	670-069-00017	31700143209000A	\$70.48	
149	6" X 1 1/2" SADDLE IP THREAD	670-069-00018	31700076012000	\$46.73	
150	20" X 1 1/2" SADDLE IP THREAD	670-069-00019	31700216012000	\$151.38	
-				·	
151	4" X 2" SADDLE IP THREAD	670-069-00020	3170004801400A	\$40.60	
152	4" X 2" SADDLE IP THREAD	670-069-00021	31700051414000	\$40.60	
153	4" X 2" SADDLE IP THREAD	670-069-00022	31700066314000A	\$46.73	
154	6" X 2" SADDLE IP THREAD	670-069-00023	31700066314000A	\$46.73	
155	6" X 2" SADDLE IP THREAD	670-069-00024	31700076014000A	\$46.73	
156	8" X 2" SADDLE IP THREAD	670-069-00025	31700101014000A	\$53.38	
157	8" X 1" SADDLE IP THREAD	670-069-00026	31700101008000	\$50.16	
158	10" X 2" SADDLE IP THREAD	670-069-00027	31700121214000	\$65.28	
159	12" X 2" SADDLE IP THREAD	670-069-00027	31700121214000 31700143214000A	\$75.33	
-					
160	12" X 1" SADDLE IP THREAD	670-069-00029	31700143208000	\$70.39	
161	12" X 2" SADDLE CC THREAD	670-069-00030	31700143214000A	\$75.33	
162	20" X 2" SADDLE IP THREAD	670-069-00031	31700216014000	\$151.32	
163	20" X 2" SADDLE CC THREAD	670-069-00032	31700216015000	\$152.04	
164	16" X 2" SADDLE IP THREAD	670-069-00033	31700188814000	\$103.17	
165	18" X 2" SADDLE IP THREAD	670-069-00034	31700195014000	\$141.17	
166	20" X 2" SADDLE IP THREAD	670-069-00035	NO BID	NO BID	
167	6" X 1" SADDLE IP THREAD	670-069-00036	31700076008000A	\$42.90_	0.0=
168	14" X 2" SADDLE IP THREAD	670-069-00037	31700172514000	\$141.1 Page	207 0
400	C" V O" CADDI E CO TUDEAD	670 060 00039	04700000045000		

670-069-00038

31700069015000

169

6" X 2" SADDLE CC THREAD

\$46.78

Core & Main, LP 1101 W. 17th Street Riviera Beach, FL. 33404 Phone (561) 848-4396 / Fax (561) 845-7267 Contact: Susan Reed

Email: susan.reed@coreandmain.com

			Email: susan.reed@	coreandmain.com	
ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
170	8" X 2" SADDLE CC THREAD	670-069-00039	NO BID	NO BID	
171	16" X 2" SADDLE CC THREAD	670-069-00040	NO BID	NO BID	
172	10" X 2" SADDLE CC THREAD	670-069-00041	NO BID	NO BID	
173	1 1/2" HYMAX COUPLING	670-089-00075	860-56-0041-16	\$81.48	
174	2" HYMAX COUPLING	670-089-00076	860-56-0054-16	\$85.91	
175	3" HYMAX COUPLING	670-089-00077	860-56-0088-16	\$113.34	
176	4" HYMAX COUPLING	670-089-00071	860-56-0108-16C	\$145.23	
177	6" HYMAX COUPLING	670-089-00059	860-56-0163-16	\$192.33	
178	8" HYMAX COUPLING	670-089-00072	860-56-0217-16	\$217.14	
179	10" HYMAX COUPLING	670-089-00073	860-56-0272-16	\$279.34	
180	12" HYMAX COUPLING	670-089-00074	860-56-0315-16	\$329.72	
181	1 1/2" HYMAX FLANGE ADAPTER	670-089-00066	874-56-01004112	\$98.92	
182	2" HYMAX FLANGE ADAPTER	670-089-00061	874-56-02005412	\$105.85	
183	3" HYMAX FALNGE ADAPTER	670-089-00062	874-56-03008812	\$150.61	
184	4" HYMAX FLANGE ADAPTER	670-089-00063	874-56-04010812	\$193.25	
185	6" HYMAX FLANGE ADAPTER	670-089-00064	874-56-06016312	\$246.17	
186	8" HYMAX FLANGE ADAPTER	670-089-00065	874-56-08021712	\$335.59	
187	1/2" SCH80 CPVC SLIP 90 ELBOW	659-044-00001	1806-005	\$0.94	
188	3/4" SCH80 CPVC SLIP 90 ELBOW	659-044-00002	1806-007	\$1.20	
189	1" SCH80 CPVC SLIP 90 ELBOW	659-044-00003	1806-010	\$1.90	
190	1 1/2" SCH80 CPVC SLIP 90 ELBOW	659-044-00004	1806-015	\$4.59	
191	2" SCH80 CPVC SLIP 90 ELBOW	659-044-00005	1806-020	\$5.55	
192	3" SCH80 CPVC SLIP 90 ELBOW	659-044-00006	1806-030	\$14.45	
193	1/2" SCH80 CPVC SLIP 45 ELBOW	659-044-00007	1817-005	\$1.15	
194	3/4" SCH80 CPVC SLIP 45 ELBOW	659-044-00008	1817-007	\$1.66	
195	1" SCH80 CPVC SLIP 45 ELBOW	659-044-00010	1817-010	\$2.64	
196	1 1/2" SCH80 CPVC SLIP 45 ELBOW	659-044-00011	1817-015	\$5.32	
197	2" SCH80 CPVC SLIP 45 ELBOW	659-044-00012	1817-020	\$5.97	
198	3" SCH80 CPVC SLIP 45 ELBOW	659-044-00013	1817-030	\$15.68	
199	1/2" SCH80 CPVC SLIP TEE	659-044-00014	1801-005	\$2.20	
200	3/4" SCH80 CPVC SLIP TEE	659-044-00015	1801-007	\$2.24	
201	1" SCH80 CPVC SLIP TEE	659-044-00016	1801-010	\$2.75	
202	1 1/2" SCH80 CPVC SLIP TEE	659-044-00017	1801-015	\$6.64	
203	2" SCH80 CPVC SLIP TEE	659-044-00018	1801-020	\$7.39	
204	3" SCH80 CPVC SLIP TEE	659-044-00019	1801-030	\$18.68	
205	1/2" SCH80 CPVC MALE ADAPTERS	659-044-00020	1836-005	\$1.28	
206	3/4" SCH80 CPVC MALE ADAPTERS	659-044-00021	1836-007	\$1.57	
207	1" SCH80 CPVC MALE ADAPTERS	659-044-00022	1836-010	\$2.63	
208	1 1/2" SCH80 CPVC MALE ADAPTERS	659-044-00023	1836-015	\$5.25	
209	2" SCH80 CPVC MALE ADAPTERS	659-044-00024	1836-020	\$7.12	
210	3" SCH80 CPVC MALE ADAPTERS	659-044-00025	1836-030	\$26.20	
211	1/2" SCH80 CPVC FEMALE ADAPTERS	659-044-00026	1835-005	\$1.61	
212	3/4" SCH80 CPVC FEMALE ADAPTERS	659-044-00027	1835-007	\$1.69	
213	1" SCH80 CPVC FEMALE ADAPTERS	659-044-00028	1835-010	\$3.92	
214	1 1/2" SCH80 CPVC FEMALE ADAPTERS	659-044-00029	1835-015	\$4.67	
215	2" SCH80 CPVC FEMALE ADAPTERS	659-044-00030	1835-020	\$8.05	
216	3" SCH80 CPVC FEMALE ADAPTERS	659-044-00031	1835-030	\$31.61	
217	1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00035	U51TB-V	\$27.08	
218	3/4" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00036	U51TB-V	\$34.08	
219	1" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00037	U51TB-V	\$40.89	
220	1 1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00038	U51TB-V	\$65.13	
221	2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00039	U51TB-V	\$89.76	
222	3" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00040	S51TB-V	\$267.30	
223	1/2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00041	U51TB-E	\$24.61	
224	3/4" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00042	U51TB-E	\$30.93	
225	1" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00043	U51TB-E	\$36.81	
226	1 1/2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00044	U51TB-E	\$58.89	
227	2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00045	U51TB-E	\$81.69	
228	3" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00046	S51TB-E	\$240.60	
229	1/2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00047	U51BC-V	\$32.79	
230	3/4" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00048	U51BC-V	\$39.03	
231	1" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00049	U51BC-V	\$46.32	
232	1 1/2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00050	U51BC-V	\$79.47	
233	2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00051	U51BC-V	\$107.04	
234	3" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00052	S51BC-V	\$288.90	
235	1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00053	U51BC-E	\$29.47	
236	3/4" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00054	U51BC-E	\$35.31	
237	1" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00055	U51BC-E	\$41.61	
238	1 1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00056	U51BC-E	\$72.15	
239	2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00057	U51BC-E	\$96.0 p age	268 of
240	3" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00058	S51BC-E	\$259.80	

Core & Main, LP
1101 W. 17th Street
Riviera Beach, FL. 33404
Phone (561) 848-4396 / Fax (561) 845-7267
Contact: Susan Reed
Email: susan.reed@coreanmain.com

ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
241	1/2" X CLOSE SCH80 CPVC NIPPLE	659-044-00059	NO BID	NO BID	
242	3/4" X CLOSE SCH80 CPVC NIPPLE	659-044-00060	NO BID	NO BID	
243	1" X CLOSE SCH80 CPVC NIPPLE	659-044-00061	NO BID	NO BID	
244	2" X CLOSE SCH80 CPVC NIPPLE	659-044-00062	NO BID	NO BID	
245	3" X CLOSE SCH80 CPVC NIPPLE	659-044-00063	NO BID	NO BID	
246	1/2" X 6" SCH80 CPVC NIPPLE	659-044-00064	NO BID	NO BID	
247	3/4" X 6" SCH80 CPVC NIPPLE	659-044-00065	NO BID	NO BID	
248	1" X 6" SCH80 CPVC NIPPLE	659-044-00066	NO BID	NO BID	
249	2" X 6" SCH80 CPVC NIPPLE	659-044-00067	NO BID	NO BID	
250	1/2" X 12" SCH80 CPVC NIPPLE	659-044-00069	NO BID	NO BID	
251	3/4" X 12" SCH80 CPVC NIPPLE	659-044-00070	NO BID	NO BID	
252	1" X 12" SCH80 CPVC NIPPLE	659-044-00071	NO BID	NO BID	
253	2" X 12" SCH80 CPVC NIPPLE	659-044-00072	NO BID	NO BID	
254	3" X 12" SCH80 CPVC NIPPLE	659-044-00073	NO BID	NO BID	
255	1/2" SCH80 CPVC SLIP COUPLINGS	659-044-00074	1829-005	\$0.99	
256	3/4" SCH80 CPVC SLIP COUPLINGS	659-044-00075	1829-007	\$1.39	
257	1" SCH80 CPVC SLIP COUPLINGS	659-044-00076	1829-010	\$1.87	
258	1 1/2" SCH80 CPVC SLIP COUPLINGS	659-044-00077	1829-015	\$3.52	
259	2" SCH80 CPVC SLIP COUPLINGS	659-044-00078	1829-020	\$4.09	
260	1" X 1/2" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00079	1839-130	\$2.37	
261	1" X 3/4" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00080	1839-131	\$2.37	
262	1" X 2" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00081	1839-249	\$5.88	
263	1/2" X 3/4" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00082	1839-101	\$1.42	

SPECIFICATIONS FOR SUPPLY OF BRASS FITTINGS AND ACCESSORIES
BIDDER ACKNOWLEDGEMENT
NONCOLLUSION AFFIDAVIT
ANTI-KICKBACK AFFIDAVIT
CONFIRMATION OF MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID
PALM BEACH COUNTY INSPECTOR GENERAL
LOCAL BUSINESS

ADDENDUM COMMENTS

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Core & Main, LP
1101 W. 17th Street
Riviera Beach, FL. 33404
Phone (561) 848-4396 / Fax (561) 845-7267
Contact: Susan Reed
Email: susan.reed@coreandmain.com
YES
YFS
TES
YES
YES
SUBMITTED
NOT A MINORITY OWNED BUSINESS
YES
COST PLUS 12%
YES
SUUBMITTED
NOT A LOCAL BUSINESS
NONE

ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES

ACCESSORIES
BID DUE DATE: September 25, 2018
BID DUE TIME: 10 AM
BID# 040-1412-18/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

Ferguson Enterprises
3697 Interstate Pk Rd So
Riviera Beach, FL. 33404
Phone (561) 844-3222 / Fax (561) 848-7001
Contact: Drew Petonick
Email: drew.petonick@ferguson.com

	DESCRIPTION COMMODITY #	Email: drew.petonick@ferguson.com			
TEM#		COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
		070 004 0000			
1	ELBOWS 45 BRASS 3/4"	670-001-00001	BRLF4F	\$8.04	1
2	ELBOWS 45 BRASS 1"	670-001-00002	BRLF4G	\$13.70	1
3	ELBOWS 45 BRASS 1 1/2"	670-001-00003	BRLF4J	\$27.40	1
4	ELBOWS 45 BRASS 2"	670-001-00004	BFLF4K	\$44.33	1
5	ELBOWS 90 BRASS 3/4"	670-001-00005	BRLF9F	\$6.16	1
6	ELBOWS 90 BRASS 1"	670-001-00006	BRLF9G	\$10.00	1
7	ELBOWS 90 BRASS 1 1/2"	670-001-00007	BRLF9J	\$20.00	1
8	ELBOWS 90 BRASS 2"	670-001-00008	BRLF9K	\$32.34	1
9	CAPS CLEANOUT BRASS 3"	670 002 00001	NO BID	NO BID	
10	CAPS CLEANOUT BRASS 4"	670 002 00002	NO BID	NO BID	
11	CAPS BRASS 3/4"	670 002 00003	BRLFCAPF	\$3.85	1
12	CAPS BRASS 1"	670 002 00004	BRLFCAPG	\$6.99	1
13	CAPS BRASS 1 1/2"	670 002 00006	BRLFCAPJ	\$16.18	1
14	CAPS BRASS 2"	670 002 00007	BRLFCAPK	\$27.73	1
15	2 X 2 PACK JOINT COUPLING T444-777	670 003 00001	FT444777NL	\$177.59	1
16	2X2X1 COMP PK JOINT COUP T444-774-AWT	670 003 00002	FT444774NL	\$89.00	1
17	2" BALL VALVE B44-777	670 003 00003	FB44777NL	\$231.18	1
18	NIPPLE BRASS 3/4" X 18"	670 004 00001	GBRNF18	\$12.10	1
19	NIPPLE BRASS 3/4" X 2"	670 004 00002	GBRNFK	\$1.65	1
20	NIPPLE BRASS 3/4" X 4"	670 004 00003	GBRNFP	\$2.88	1
21	NIPPLE BRASS 3/4" X 6"	670 004 00004	GBRNFU	\$4.20	1
22	NIPPLE BRASS 1" X 2"	670 004 00005	GBRNGK	\$2.38	1
23	NIPPLE BRASS 1" X 4"	670 004 00005	GBRNGP	\$4.17	1
24	NIPPLE BRASS 1" X 6"	670 004 00007	GBRNGU	\$6.14	1
25	NIPPLE BRASS 1 1/2" X 2"	670 004 00007	GBRNJK	\$4.08	1
26	NIPPLE BRASS 1 1/2" X 4"		GBRNJP	\$7.32	1
27		670 004 00009	GBRNJU	\$10.81	1
28	NIPPLE BRASS 1 1/2" X 6"	670 004 00010	GBRNKCL	\$5.77	1
29	NIPPLE BRASS 2" X 2"	670 004 00011	GBRNKP		
	NIPPLE BRASS 2" X 4"	670 004 00012		\$9.40	1
30	NIPPLE BRASS 2" X 6"	670 004 00013	GBRNKU	\$13.90	1
31	COUPLING BRASS 3/4"	670 005 00001	BRLFCF	\$5.41	1
32	COUPLING BRASS 1"	670 005 00002	BRLFCG	\$9.23	1
33	COUPLING BRASS 1 1/2"	670 005 00003	BRLFCJ	\$20.04	1
34	COUPLING BRASS 2"	670 005 00004	BRLFCK	\$33.13	1
35	COUPLING REDUCER BRASS 1" X 3/4"	670 006 00001	BRLFRCGF	\$10.45	1
36	COUPLING REDUCER BRASS 1 1/2" X 1"	670 006 00002	BRLFRCJG	\$26.52	1
37	COUPLING REDUCER BRASS 2" X 1 1/2"	670 006 00003	BRLFRCKJ	\$42.95	1
38	COUPLING "L" BRASS 3/4" L04-34	670 009 00001	FL0434NL	\$15.50	1
39	COUPLING "L" BRASS 1" L04-44	670 009 00002	FL0444NL	\$23.00	1
40	COUPLING "L" BRASS 1 1/2" L84-68	670 009 00003	FL8466NL	\$54.76	1
41	COUPLING "L" BRASS 2" L84-77	670 009 00004	FL8477NL	\$78.48	1
42	COUPLING STRAIGHT BRASS 3/4" C44-33	670 010 00001	FC4433NL	\$12.60	1
43	COUPLING STRAIGHT BRASS 1" C44-44	670 010 00002	FC4444NL	\$14.41	1
44	COUPLING STRAIGHT BRASS 1 1/2" C44-66	670 010 00003	FC4466NL	\$48.24	1
45	COUPLING STRAIGHT BRASS 2" C44-77	670 010 00004	FC4477NL	\$65.12	1
46	BUSHING BRASS 1" X 3/4"	670 012 00001	BRLFBGF	\$5.64	1
47	BUSHING BRASS 1 1/4" X 1"	670 012 00002	BRLFBHG	\$9.62	1
48	BUSHING BRASS 1 1/2" X 1"	670 012 00003	BRLFBJG	\$13.67	1
49	BUSHING BRASS 2" X 3/4"	670 012 00004	BRLFBKF	\$16.87	1
50	BUSHING BRASS 2" X 1"	670 012 00005	BRLFBKG	\$16.87	1

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ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
51	BUSHING BRASS 2" X 1 1/2"	670 012 00006	BRLFBKJ	\$16.87	1
52	TEE BRASS 3/4"	670 013 00001	BRLFTF	\$7.69	1
53	TEE BRASS 1"	670 013 00002	BRLFTG	\$13.87	1
54	TEE BRASS 1 1/2"	670 013 00003	BRLFTJ	\$26.96	1
55	TEE BRASS 2"	670 013 00004	BRLFTK	\$44.69	1
56	PLUG BRASS IP 3/4"	670 015 00001	BRLFCPLUGF	\$3.85	1
57	PLUG BRASS IP 1"	670 015 00002	BRLFCPLUGG	\$6.16	1
58	PLUG BRASS IP 1 1/4"	670 015 00003	BRLFCPLUGH	\$8.64	1
59	PLUG BRASS IP 1 1/2"	670 015 00004	BRLFCPLUGJ	\$10.79	1
60	PLUG BRASS IP 2"	670 015 00005	BRLFCPLUGK	\$17.70	1
61	PLUG BRASS CC 3/4"	670 015 00006	FCSP3ANL	\$5.56	1
62	PLUG BRASS CC 1"	670 015 00007	FCSP4ANL	\$8.09	1
63	PLUG BRASS CC 1 1/2"	670 015 00008	FCSP6ANL	\$21.90	1
64	PLUG BRASS CC 2"	670 015 00009	FCSP7ANL	\$37.50	1
65	VALVE BOX WITH LID	670-027-00001	NO BID	NO BID	
66	BALL CORP 1" CC THREADED FB-1000	670 020 00001	FFB10004NL	\$43.92	1
67	BALL CORP 1 1/2" THREADED FB-1000	670 020 00002	FFB10006NL	\$98.42	1
68	2"MALE IRON PIPE X CTS FB1100-7	670 020 00003	FFB11007NL	\$162.78	1
69	2" BALL CORP CC THREAD FFB10007	670 020 00004	FFB10007NL	\$162.78	1
70	1" BALL CORP MIP X CTS FF1100-4	670 020 00006	FF11004NL	\$34.14	1
71	BALL VALVES IP X IP 3/4" BL11-233W	670 052 00001	FBL11233WNL	\$24.63	1
72	BALL VALVES IP X IP 3/4" B11-233W	670 052 00002	FB11233WNL	\$23.27	1
73	BALL VALVES IP X IP 1" BL11-344W LONG	670 052 00003	FBL11344WNL	\$47.55	1
74	BALL VALVES IP X IP 1" B11-444W	670 052 00004	FB11444WNL	\$56.66	1
75	BALL VALVES IP X IP 1 1/2 B11-666	670 052 00005	FB11666NL	\$139.34	1
76	BALL VALVE IP X IP 2" B11-777	670 052 00006	FB11777NL	\$165.33	1
77	GATE OPERATING NUT 2" #QT67	670 052 00007	FQT67	\$9.90	1
78	BALL VALVE COMP X FIP 3/4" B41-333W	670 052 00008	FB41333WNL	\$41.59	1
79	BALL VALVE COMP X FIP 1" B41-444WG	670 052 00009	FB41444WGNL	\$63.09	1
80	BALL VALVE FIP X METER 3/4" B91-223W	670 052 00010	FB91223WNL	\$24.87	1
81	BALL VALVE COMP X YOKE 3/4" B94-223W	670 052 00011	FB94223WNL	\$30.28	1
82	BALL VALVE COMP X YOKE 1" B94-344W	670 052 00012	FB94344WNL	\$53.78	1
83	GATE VALVES BRASS 1 1/2"	670 052 00013	A3FGJ	\$70.00	1
84	GATE VALVES BRASS 2"	670 052 00014	A3FGK	\$105.00	1
85	BALL VALVE FIP X METER 1"	670 052 00016	FB91344WNL	\$43.89	1
86	FLANGE PLATE BRASS 1 1/2"	670 053 00001	FCF3166NL	\$29.92	1
87	FLANGE PLATE BRASS 2"	670 053 00002	FCF3177NL	\$39.06	1
88	FLANGE PLATE BALL VALVES 11/2" COMP X FLANGE BF43-666W	670 053 00003	FBF43666WNL	\$125.81	1
89	FLANGE PLATE BALL VALVES 2" COMP X FLANGE BF43-777W	670 053 00004	FBF43777WNL	\$213.11	1
90	CUSTOM SETTER 1 1/2" VVB66-15BX13	670 054 00001	FVBB7615B1166	\$700.00	1
91	CUSTOM SETTER 2" VVB77-15BX17	670 054 00002	FVBB7715B1177	\$787.00	1
92	ADAPTER 2 1/2 X 1" FIRE HYDRANT	670 055 00002	MHYD261LF	\$13.25	1
93	ADAPTER 2 1/2" X 2" HYDRANT ADAPTER	670 055 00002	MHYD263LF	\$12.25	1
94	HYDRANT MARKERS SELF STICK - BLUE RAY9725 / RREK	670 055 00003	RAY9725	\$120.00	1
95	Y JOINT BRASS 1" X 3/4" X 3/4" Y 44-243	670 056 00004	FY44243NL	\$26.00	1
96	Y JOINT BRASS 1 1/2" X 1" X 1" Y44-243	670 056 00001	FY44264NL	\$63.09	1
97	2" Y PACK JOINT Y44-274	670 056 00002	FY44274NL	\$72.92	1
98	CORP ADAPTERS 3/4" COPPER FL. X 1" COMP C04-33	670 056 00003	FC0433NL	\$11.77	1
			FC0444NL	\$17.31	1
99	CORP. ADAPTER 1" COPPER FL. X 1" COMP C04-44 ADAPTER 3/4" MIP X COMP. C84-33	670 060 00002 670 060 00003	FC8433NL	\$10.35	1

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ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
102	ADAPTER 1" MIP X COMP C84-44	670 060 00005	FC8444NL	\$12.26	1
103	ADAPTER 1 1/2" MIP X COMP C84-66	670 060 00006	FC8466NL	\$33.57	1
104	ADAPTER 2" MIP X COMP. C84-77	670 060 00007	FC8477NL	\$48.92	1
105	ADAPTER 3/4" FIP X COMP. C14-33	670 060 00008	FC14133NL	\$10.88	1
106	ADAPTER 3/4" FIP X 1" COM C14-34	670 060 00009	FC1434NL	\$12.82	1
107	ADAPTER 1" FIP X COMP. C14-44	670 060 00010	FC1444NL	\$14.77	1
108	ADAPTER 3/4" X 1" A24	670 060 00011	FA24NL	\$8.58	1
109	METER SPUD 3/4" X 2 1/2" C38-23-2.5	670 061 00001	FC382325NL	\$6.72	1
110	METER SPUD 3/4" X 2 1/4" C38-23-2.25	670 061 00002	FC3823225NL	\$6.72	1
111	METER SPUD 1" X 2 5/8" C38-44-2.625	670 061 00003	FC38442625	\$10.35	1
112	RISER 3/4" X 7" V42-7W	670 061 00004	FV427WNL	\$61.95	1
113	RISER 3/4" X 12" V42-12W	670 061 00005	FV4212WNL	\$64.93	1
114	RISER 3/4" X 15" V42-15W	670 061 00006	FV4215WNL	\$67.66	1
115	RISER 1" X 10" V44-10W	670 061 00007	FV4410WNL	\$118.30	1
116	RISER 1" X 12" V44-12W	670 061 00008	FV4412WNL	\$121.11	1
117	RISER 1" X 18" V44-18W	670 061 00009	FV4418WNL	\$162.91	1
118	EXPANSION NUTS 3/4" EC-23	670 062 00001	FEC23NL	\$13.83	1
119	EXPANSION NUTS 1" EC-4	670 062 00002	FEC4NL	\$23.25	1
120	TAIL PIECES 3/4" FOR YOKE C91-23	670 063 00001	FC9123NL	\$5.69	1
121	TAIL PIECES 1" FOR YOKE C91-44	670 063 00002	FC9144NL	\$9.43	1
122	YOKE 1" Y-504	670 082 00007	FY504	\$15.75	1
123	YOKE 5/8" X 3/4" Y-502	670 082 00008	FY502	\$8.76	1
124	1 1/2" DROP IN FLANGED GASKET	670-061-00015	FGT140	\$1.53	1
125	2" DROP IN FLANGED GASKET	670-061-00016	FGT141	\$1.73	1
126	1" LID (11" X 18") / EBAA / TOUCH READ HOLE IN CENTER	670-061-00034	EMC11182TW	\$58.00	50
127	2" LID (17" X 30") EBAA / TOUCH READ HOLE IN UPPER LEFT	670-061-00034	EMC17305TR	\$125.00	10
128	17" X 30" X 12" PLASTIC METER BOX BLACK	670-061-00037	C17302500	\$127.00	20
129	11" X 18" X 12" PLASTIC METER BOX BLACK	670-061-00044	C11182500	\$72.00	10
130					10
	1" RUBBER GASKET FOR YOKE	670-061-00066	FGT123	\$78.00	
131	3/4" RUBBER GASKET FOR YOKE	670-061-00067	FGT118	\$112.00	1
132	2" X 3/4" SADDLE CC THREAD	670-069-00001	R202N025031	\$35.73	
133	4" X 3/4" SADDLE CC THREAD	670-069-00002	R202N054031	\$36.00	1
134	4" X 3/4" SADDLE IP THREAD	670-069-00003	R202N048032	\$36.00	1
135	6" X 3/4" SADDLE CC THREAD	670-069-00004	R202N076031	\$41.41	1
136	8" X 3/4" SADDLE CC THREAD	670-069-00005	R202N098031	\$48.17	1
137	2" X 1" SADDLE CC THREAD	670-069-00006	R202N025042	\$35.73	1
138	3" X 1" SADDLE CC THREAD	670-069-00007	R202B040541	\$36.05	1
139	3" X 1" SADDLE CC THREAD	670-069-00008	R202N040541	\$36.05	1
140	4" X 1" SADDLE IP THREAD	670-069-00009	R202N054042	\$36.05	1
141	4" X 1" SADDLE CC THREAD	670-069-00010	R202N048041	\$36.05	1
142	4" X 1" SADDLE CC THREAD	670-069-00011	R202N054041	\$36.05	1
143	6" X 1" SADDLE CC THREAD	670-069-00012	R202N076041	\$41.40	1
144	8" X 1" SADDLE CC THREAD	670-069-00013	R202N098041	\$48.17	1
145	10" X 1" SADDLE CC THREAD	670-069-00014	R202N131241	\$58.16	1
146	10" X 1" SADDLE CC THREAD	670-069-00015	R202N121241	\$58.16	1
147	10" X 1" SADDLE CC THREAD	670-069-00015	R202N143841	\$67.70	1
147					
	12" X 1" SADDLE CC THREAD	670-069-00017	R202N143841	\$67.70	1
149	6" X 1 1/2" SADDLE IP THREAD	670-069-00018	R202N076062	\$44.98	1
150	20" X 1 1/2" SADDLE IP THREAD	670-069-00019	R202N211062	\$135.72	1
151	4" X 2" SADDLE IP THREAD	670-069-00020	R202N048072	\$39.25	1
152	4" X 2" SADDLE IP THREAD	670-069-00021	R202N054072	\$39.25	1
153	4" X 2" SADDLE IP THREAD	670-069-00022	R202N066372	\$44.98	1
154	6" X 2" SADDLE IP THREAD	670-069-00023	R202N069072	\$44.98	1
155	6" X 2" SADDLE IP THREAD	670-069-00024	R202N076072	\$44.98	1
156	8" X 2" SADDLE IP THREAD	670-069-00025	R202N098072	\$51.34	1
157	8" X 1" SADDLE IP THREAD	670-069-00026	R202N098042	\$48.17	1
158	10" X 2" SADDLE IP THREAD	670-069-00027	R202N121272	\$62.68	1
159	12" X 2" SADDLE IP THREAD	670-069-00028	R202N143872	\$72.51	1
160	12" X 1" SADDLE IP THREAD	670-069-00029	R202N143871	\$67.70	1
161	12" X 2" SADDLE CC THREAD	670-069-00030	R202N143871	\$72.51	1
162	20" X 2" SADDLE IP THREAD	670-069-00031	R202N211072	\$136.00	1
163	20" X 2" SADDLE CC THREAD	670-069-00032	R202N211071	\$136.00	1
164	16" X 2" SADDLE IP THREAD	670-069-00033	R202N189072	\$99.00	1
165	18" X 2" SADDLE IP THREAD	670-069-00034	R202N211072	\$136.00	1
166	20" X 2" SADDLE IP THREAD	670-069-00035	R202N227072	\$152.00	1
167	6" X 1" SADDLE IP THREAD	670-069-00036	R202N076042	\$41.41	1
168	14" X 2" SADDLE IP THREAD	670-069-00037	R202N211072	\$135.73	1
169	6" X 2" SADDLE CC THREAD	670-069-00038	R202N076071	\$44.98	1
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170	8" X 2" SADDLE CC THREAD	670-069-00039	R202N098071	\$51.34	1
171	16" X 2" SADDLE CC THREAD	670-069-00040	R202N189071	\$99.16	1
172	10" X 2" SADDLE CC THREAD	670-069-00041	R202N121271	\$62.69	1
173	1 1/2" HYMAX COUPLING	670-089-00075	K86056004116	\$81.00	1
174	2" HYMAX COUPLING	670-089-00076	K86956995416	\$85.00	1
175	3" HYMAX COUPLING	670-089-00077	K8695600816	\$112.00	1
176	4" HYMAX COUPLING	670-089-00071	K86056010816C	\$143.00	1
177	6" HYMAX COUPLING	670-089-00071	K860056016316	\$190.00	1
178		670-089-00059		\$190.00	1
	8" HYMAX COUPLING		K86056021716		1
179	10" HYMAX COUPLING	670-089-00073	K86056027216	\$275.00	
180	12" HYMAX COUPLING	670-089-00074	K86056031516	\$325.00	1
181	1 1/2" HYMAX FLANGE ADAPTER	670-089-00066	K8745601004112	\$97.52	1
182	2" HYMAX FLANGE ADAPTER	670-089-00061	K8745602005412	\$105.00	1
183	3" HYMAX FALNGE ADAPTER	670-089-00062	K8745603008812	\$149.00	1
184	4" HYMAX FLANGE ADAPTER	670-089-00063	K8745604010812	\$191.00	1
185	6" HYMAX FLANGE ADAPTER	670-089-00064	K8745606016312	\$244.00	1
186	8" HYMAX FLANGE ADAPTER	670-089-00065	K8745608021712	\$332.00	1
187	1/2" SCH80 CPVC SLIP 90 ELBOW	659-044-00001	CP80S9D	\$1.06	1
188	3/4" SCH80 CPVC SLIP 90 ELBOW	659-044-00002	CP80S9F	\$1.35	1
189	1" SCH80 CPVC SLIP 90 ELBOW	659-044-00003	CP80S9G	\$2.15	1
190	1 1/2" SCH80 CPVC SLIP 90 ELBOW	659-044-00004	CP80S9J	\$5.20	1
191	2" SCH80 CPVC SLIP 90 ELBOW	659-044-00005	CP80S9K	\$5.98	1
192	3" SCH80 CPVC SLIP 90 ELBOW	659-044-00006	CP80S9M	\$16.40	1
193	1/2" SCH80 CPVC SLIP 45 FLBOW	659-044-00007	CP80S9W CP80S4D	\$1.30	1
193	3/4" SCH80 CPVC SLIP 45 ELBOW	659-044-00007	CP80S4D CP80S4F	\$1.30	1
	1" SCH80 CPVC SLIP 45 ELBOW	659-044-00008		¥	
195	1" SCH80 CPVC SLIP 45 ELBOW 1 1/2" SCH80 CPVC SLIP 45 ELBOW	659-044-00010	CP80S4G	\$3.00	1
196			CP80S4J	\$6.00	1
197	2" SCH80 CPVC SLIP 45 ELBOW	659-044-00012	CP80S4K	\$6.75	1
198	3" SCH80 CPVC SLIP 45 ELBOW	659-044-00013	CP80S4M	\$17.75	1
199	1/2" SCH80 CPVC SLIP TEE	659-044-00014	CP80STD	\$2.50	1
200	3/4" SCH80 CPVC SLIP TEE	659-044-00015	CP80STF	\$2.55	1
201	1" SCH80 CPVC SLIP TEE	659-044-00016	CP80STG	\$3.10	1
202	1 1/2" SCH80 CPVC SLIP TEE	659-044-00017	CP80STJ	\$7.50	1
203	2" SCH80 CPVC SLIP TEE	659-044-00018	CP80STK	\$8.40	1
204	3" SCH80 CPVC SLIP TEE	659-044-00019	CP80STM	\$21.30	1
205	1/2" SCH80 CPVC MALE ADAPTERS	659-044-00020	CP80MAD	\$1.50	1
206	3/4" SCH80 CPVC MALE ADAPTERS	659-044-00021	CP80MAF	\$1.80	1
207	1" SCH80 CPVC MALE ADAPTERS	659-044-00022	CP90MAG	\$3.00	1
208	1 1/2" SCH80 CPVC MALE ADAPTERS	659-044-00023	CP80MAJ	\$5.95	1
209	2" SCH80 CPVC MALE ADAPTERS	659-044-00024	CP80MAK	\$8.06	1
210	3" SCH80 CPVC MALE ADAPTERS	659-044-00025	CP80MAM	\$29.50	1
211	1/2" SCH80 CPVC FEMALE ADAPTERS	659-044-00026	CP80FAD	\$1.80	1
212	3/4" SCH80 CPVC FEMALE ADAPTERS	659-044-00027	CP80FAF		1
	1" SCH80 CPVC FEMALE ADAPTERS	659-044-00027		\$1.80	
213			CP80FAG	\$4.50	1
214	1 1/2" SCH80 CPVC FEMALE ADAPTERS	659-044-00029	CP80FAJ	\$5.30	1
215	2" SCH80 CPVC FEMALE ADAPTERS	659-044-00030	CP80FAK	\$9.10	1
216	3" SCH80 CPVC FEMALE ADAPTERS	659-044-00031	CP80FAM	\$36.00	1
217	1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00035	CU51TBVD	\$28.00	1
218	3/4" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00036	CU51TBVF	\$35.00	1
219	1" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00037	CU51TBVG	\$42.00	1
220	1 1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00038	CU51TBVJ	\$68.00	1
221	2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00039	CU51TBVK	\$94.00	1
222	3" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00040	CU51TBVK	\$266.00	1
223	1/2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00041	CU51TBED	\$26.00	1
224	3/4" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00042	CU51TBEF	\$33.00	1
225	1" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00043	CU51TBEG	\$39.00	i
226	1 1/2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00044	CU51TBEJ	\$61.00	1
227	2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00045	CU51TBEK	\$85.00	1
228	3" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00046	CU51TBEK CU51TBEM	\$240.00	1
228	1/2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00047	CU511BEM CU51CVD	\$240.00	1
	3/4" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00047			
230			CU51BCVF	\$41.00	1
231	1" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00049	CU51BCVG	\$46.00	1
232	1 1/2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00050	CU51BCVJ	\$80.00	1
233	2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00051	CU51BCVK	\$107.00	1
234	3" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00052	CU51BCVM	\$288.00	1
235	1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00053	CU51BCED	\$30.00	1
236	3/4" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00054	CU51BCFF	\$35.00	1
237	1" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00055	CU51BCEG	\$42.00	1
238	1 1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00056	CU51BCEJ	\$72.00	1
239	2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00057	CU51BCEK	\$96.00	1
240	3" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00058	CU51BCEM	\$260.00	1
240	5 COLOU SI VO EI DIN TROE GINION GILLON VALVES	333-044-00030	CUSTBCEW	\$200.00	

Ferguson Enterprises
3697 Interstate Pk Rd So
Riviera Beach, FL. 33404
Phone (561) 844-3222 / Fax (561) 848-7001
Contact: Drew Petonick
Challet Framit: drew.petonick@ferguson.com

			Email: drew.petonick@ierguson.com		
TEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
241	1/2" X CLOSE SCH80 CPVC NIPPLE	659-044-00059	NO BID	NO BID	
242	3/4" X CLOSE SCH80 CPVC NIPPLE	659-044-00060	NO BID	NO BID	
243	1" X CLOSE SCH80 CPVC NIPPLE	659-044-00061	NO BID	NO BID	
244	2" X CLOSE SCH80 CPVC NIPPLE	659-044-00062	NO BID	NO BID	
245	3" X CLOSE SCH80 CPVC NIPPLE	659-044-00063	NO BID	NO BID	
246	1/2" X 6" SCH80 CPVC NIPPLE	659-044-00064	NO BID	NO BID	
247	3/4" X 6" SCH80 CPVC NIPPLE	659-044-00065	NO BID	NO BID	
248	1" X 6" SCH80 CPVC NIPPLE	659-044-00066	NO BID	NO BID	
249	2" X 6" SCH80 CPVC NIPPLE	659-044-00067	NO BID	NO BID	
250	1/2" X 12" SCH80 CPVC NIPPLE	659-044-00069	NO BID	NO BID	
251	3/4" X 12" SCH80 CPVC NIPPLE	659-044-00070	NO BID	NO BID	
252	1" X 12" SCH80 CPVC NIPPLE	659-044-00071	NO BID	NO BID	
253	2" X 12" SCH80 CPVC NIPPLE	659-044-00072	NO BID	NO BID	
254	3" X 12" SCH80 CPVC NIPPLE	659-044-00073	NO BID	NO BID	
255	1/2" SCH80 CPVC SLIP COUPLINGS	659-044-00074	CP80SCD	\$1.12	1
256	3/4" SCH80 CPVC SLIP COUPLINGS	659-044-00075	CP80SCF	\$1.57	1
257	1" SCH80 CPVC SLIP COUPLINGS	659-044-00076	CP80SCG	\$2.12	1
258	1 1/2" SCH80 CPVC SLIP COUPLINGS	659-044-00077	CP80SCJ	\$4.00	1
259	2" SCH80 CPVC SLIP COUPLINGS	659-044-00078	CP80SCK	\$4.65	1
260	1" X 1/2" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00079	CP80SBGD	\$1.86	1
261	1" X 3/4" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00080	CP80SBGF	\$1.86	1
262	1" X 2" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00081	CP80SBKG	\$7.20	1
263	1/2" X 3/4" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00082	CP80SBFD	\$1.20	1

SPECIFICATIONS FOR SUPPLY OF BRASS FITTINGS AND ACCESSORIES

BIDDER ACKNOWLEDGEMENT

NONCOLLUSION AFFIDAVIT

ANTI-KICKBACK AFFIDAVIT

CONFIRMATION OF MINORITY OWNED BUSINESS

CONFIRMATION OF DRUG-FREE WORKPLACE

DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID

PALM BEACH COUNTY INSPECTOR GENERAL

LOCAL BUSINESS

ADDENDUM # 1

COMMENTS

Ferguson Enterprises
3697 Interstate Pk Rd So
Riviera Beach, FL. 33404
Phone (561) 844-3222 / Fax (561) 848-7001
Contact: Drew Petonick
Email: drew.petonick@ferguson.com

Email: drew.petonick@ferguson.com
YES
YES
TES
YES
YES
SUBMITTED
NOT A MINORITY OWNED BUSINESS
YES
150/
15%
YES
SUBMITTED
NOT A LOCAL BUSINESS
NONE

ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES
BID DUE DATE: September 25, 2018
BID DUE TIME: 10 AM
BID# 040-1412-18/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

Fortiline. Inc.
6759 White Dr.
Riviera Beach, FL. 33407
Phone (561) 253-9887 Fax (561) 253-9887
Contact: Jeff Brouillette
Email: jeff. brouillette@fortiline.com
MANUFACTURER # UNIT PRICE

ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
1	ELBOWS 45 BRASS 3/4"	670-001-00001	72245D	\$8.60	2
2	ELBOWS 45 BRASS 1"	670-001-00002	72245D	\$14.50	2
3	ELBOWS 45 BRASS 1 1/2"	670-001-00003	72245D	\$29.00	2
4	ELBOWS 45 BRASS 2"	670-001-00004	72245D	\$46.50	2
5	ELBOWS 90 BRASS 3/4"	670-001-00005	72290D	\$6.43	2
6	ELBOWS 90 BRASS 1"	670-001-00006	72290D	\$10.75	2
7	ELBOWS 90 BRASS 1 1/2"	670-001-00007	72290D	\$21.10	2
8	ELBOWS 90 BRASS 2"	670-001-00008	72290D	\$34.00	2
9	CAPS CLEANOUT BRASS 3"	670 002 00001	118	\$68.00	2
10	CAPS CLEANOUT BRASS 4"	670 002 00002	118	\$138.00	2
11	CAPS BRASS 3/4"	670 002 00003	72201D	\$4.30	2
12	CAPS BRASS 1"	670 002 00004	72201D	\$7.50	2
13	CAPS BRASS 1 1/2"	670 002 00006	72201D	\$17.00	2
14	CAPS BRASS 2"	670 002 00007	72201D	\$29.20	2
15	2 X 2 PACK JOINT COUPLING T444-777	670 003 00001	5121-125	\$157.50	1
16	2X2X1 COMP PK JOINT COUP T444-774-AWT	670 003 00002	15381	\$208.00	1
17	2" BALL VALVE B44-777	670 003 00002	5133-183	\$217.50	1
18	NIPPLE BRASS 3/4" X 18"	670 004 00001	2012-1800	\$13.50	2
19	NIPPLE BRASS 3/4 X 16 NIPPLE BRASS 3/4" X 2"	670 004 00001	2012-1000	\$1.78	2
20			2012-200	\$3.10	2
21	NIPPLE BRASS 3/4" X 4"	670 004 00003	2012-400	\$4.40	2
22	NIPPLE BRASS 3/4" X 6"	670 004 00004	2012-600	\$2.55	2
23	NIPPLE BRASS 1" X 2"	670 004 00005		7	
	NIPPLE BRASS 1" X 4"	670 004 00006	2016-400	\$4.45	2
24	NIPPLE BRASS 1" X 6"	670 004 00007	2016-600	\$6.50	2
25	NIPPLE BRASS 1 1/2" X 2"	670 004 00008	2024-200	\$4.40	2
26	NIPPLE BRASS 1 1/2" X 4"	670 004 00009	2024-400	\$7.80	2
27	NIPPLE BRASS 1 1/2" X 6"	670 004 00010	2024-600	\$11.70	2
28	NIPPLE BRASS 2" X 2"	670 004 00011	2032-001	\$6.15	2
29	NIPPLE BRASS 2" X 4"	670 004 00012	2032-400	\$10.15	2
30	NIPPLE BRASS 2" X 6"	670 004 00013	2032-600	\$14.95	2
31	COUPLING BRASS 3/4"	670 005 00001	72210D	\$5.70	2
32	COUPLING BRASS 1"	670 005 00002	72210D	\$9.63	2
33	COUPLING BRASS 1 1/2"	670 005 00003	72210D	\$20.90	2
34	COUPLING BRASS 2"	670 005 00004	72210D	\$34.56	2
35	COUPLING REDUCER BRASS 1" X 3/4"	670 006 00001	72210D	\$11.00	2
36	COUPLING REDUCER BRASS 1 1/2" X 1"	670 006 00002	72210D	\$27.70	2
37	COUPLING REDUCER BRASS 2" X 1 1/2"	670 006 00003	NL112-3224	\$46.00	2
38	COUPLING "L" BRASS 3/4" L04-34	670 009 00001	5140-105	\$14.50	1
39	COUPLING "L" BRASS 1" L04-44	670 009 00002	5141-126	\$20.50	1
40	COUPLING "L" BRASS 1 1/2" L84-68	670 009 00003	5142-110	\$74.00	1
41	COUPLING "L" BRASS 2" L84-77	670 009 00004	5142-111	\$73.90	1
42	COUPLING STRAIGHT BRASS 3/4" C44-33	670 010 00001	5140-111	\$11.95	1
43	COUPLING STRAIGHT BRASS 1" C44-44	670 010 00002	5141-134	\$13.95	1
44	COUPLING STRAIGHT BRASS 1 1/2" C44-66	670 010 00002	5141-170	\$42.95	1
45	COUPLING STRAIGHT BRASS 2" C44-77	670 010 00003	5141-183	\$61.45	<u> </u>
46	BUSHING BRASS 1" X 3/4"	670 012 00001	72206D	\$5.90	2
47	BUSHING BRASS 1 1/4" X 1"	670 012 00002	72206D	\$10.25	2
48	BUSHING BRASS 1 1/2" X 1"	670 012 00002	72206D	\$14.30	2
49	BUSHING BRASS 2" X 3/4"	670 012 00003	72206D	\$17.65	2
50	BUSHING BRASS 2" X 1"	670 012 00004	72206D	\$17.65	2
JU	DUSTINU DRAGO 2 A I	070 012 00005	122000	φ11.UJ	

Fortiline. Inc. 6759 White Dr. Riviera Beach, FL. 33407 Phone (561) 253-9887 Fax, (561) 253-9887 Contact: Jeff Brouillette Email: Jeff.brouillette@fortiline.com

ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER#	UNIT PRICE	MIN QTY
51	BUSHING BRASS 2' X 1 1/2"	670 012 00006	72206D	\$17.65	2
52	TEE BRASS 3/4"	670 013 00001	72230D	\$8.10	2
53	TEE BRASS 1"	670 013 00002	72230D	\$14.60	2
54	TEE BRASS 1 1/2"	670 013 00003	72202D	\$28.20	2
55	TEE BRASS 2"	670 013 00004	72202D	\$46.75	2
56	PLUG BRASS IP 3/4"	670 015 00001	72202D	\$4.10	2
57	PLUG BRASS IP 1"	670 015 00002	72202D	\$6.50	2
58	PLUG BRASS IP 1 1/4"	670 015 00003	72202D	\$9.10	2
59	PLUG BRASS IP 1 1/2"	670 015 00004	72202D	\$11.40	2
60	PLUG BRASS IP 2"	670 015 00005	72202D	\$18.60	2
61	PLUG BRASS CC 3/4"	670 015 00006	73206	\$6.80	2
62	PLUG BRASS CC 1"	670 015 00007	73206	\$10.60	2
63	PLUG BRASS CC 1 1/2"	670 015 00008	73206	\$21.00	2
64	PLUG BRASS CC 2"	670 015 00009	73206	\$31.00	2
65	VALVE BOX WITH LID	670-027-00001	145776/145325	\$90.00	2
66	BALL CORP 1" CC THREADED FB-1000	670 020 00001	5133-163	\$41.35	1
67	BALL CORP 1 1/2" THREADED FB-1000	670 020 00002	5133-457	\$92.75	1
68	2"MALE IRON PIPE X CTS FB1100-7	670 020 00003	5133-457	\$153.20	1
69	2" BALL CORP CC THREAD FFB10007	670 020 00004	4133-440	\$153.20	1
70	1" BALL CORP MIP X CTS FF1100-4	670 020 00006	5133-439	\$41.40	1
71	BALL VALVES IP X IP 3/4" BL11-233W	670 052 00001	5133-164	\$23.35	1
72	BALL VALVES IP X IP 3/4" B11-233W	670 052 00002	5132-154	\$22.00	1
73	BALL VALVES IP X IP 1" BL11-344W LONG	670 052 00003	5132-128	\$60.20	1
74	BALL VALVES IP X IP 1" B11-444W	670 052 00004	5139-03	\$53.50	1
75	BALL VALVES IP X IP 1 1/2 B11-666	670 052 00005	5139-113	\$106.50	1
76	BALL VALVE IP X IP 2" B11-777	670 052 00006	5129-113	\$155.50	1
77	GATE OPERATING NUT 2" #QT67	670 052 00007	5129-119	\$9.60	1
78	BALL VALVE COMP X FIP 3/4" B41-333W	670 052 00008	4132-18	\$39.25	1
79	BALL VALVE COMP X FIP 1" B41-444WG	670 052 00009	5139-12	\$59.50	1
80	BALL VALVE FIP X METER 3/4" B91-223W	670 052 00010	5139-117	\$23.60	1
81	BALL VALVE COMP X YOKE 3/4" B94-223W	670 052 00011	5146-180	\$28.60	1
82	BALL VALVE COMP X YOKE 1" B94-344W	670 052 00012	5139-281	\$50.60	1
83	GATE VALVES BRASS 1 1/2"	670 052 00013	72035T	\$25.70	1
84	GATE VALVES BRASS 2"	670 052 00014	72035T	\$28.70	1
85	BALL VALVE FIP X METER 1"	670 052 00016	5139-279	\$41.60	1
86	FLANGE PLATE BRASS 1 1/2"	670 053 00001	5133-124	\$28.70	1
87	FLANGE PLATE BRASS 2"	670 053 00002	5133-125	\$37.00	1
88	FLANGE PLATE BALL VALVES 1 1/2" COMP X FLANGE BF43-666W	670 053 00003	5149-134	\$118.50	1
89	FLANGE PLATE BALL VALVES 2" COMP X FLANGE BF43-777W	670 053 00004	5149-135	\$200.60	1
90	CUSTOM SETTER 1 1/2" VVB66-15BX13	670 054 00001	5136-249	\$619.00	1
91	CUSTOM SETTER 2" VVB77-15BX17	670 054 00002	5136-252	\$762.00	1
92	ADAPTER 2 1/2 X 1" FIRE HYDRANT	670 055 00002	HYDF-261LF	\$13.80	2
93	ADAPTER 2 1/2" X 2" HYDRANT ADAPTER	670 055 00003	HYDF-0908MLF	\$12.95	2
94	HYDRANT MARKERS SELF STICK - BLUE RAY9725 / RREK	670 055 00004	RAYOLITE	\$4.50	2
95	Y JOINT BRASS 1" X 3/4" X 3/4" Y44-243	670 056 00001	5140-121	\$24.90	1
96	Y JOINT BRASS 1 1/2" X 1" X 1" Y44-264	670 056 00002	5127-163	\$59.60	1
97	2" Y PACK JOINT Y44-274	670 056 00003	5127-064	\$69.00	1
98	CORP ADAPTERS 3/4" COPPER FL. X 1" COMP C04-33	670 060 00001	5149-18	\$11.50	1
99	CORP. ADAPTER 1" COPPER FL. X 1" COMP C04-44	670 060 00002	5149-181	\$16.60	1
100	ADAPTER 3/4" MIP X COMP. C84-33	670 060 00003	5140-106	\$10.00	1
101	ADAPTER 3/4" MIP X 1" COMP C84-34	670 060 00004	5141-144	\$11.00	1

Fortiline. Inc. 6759 White Dr. Riviera Beach, FL. 33407 Phone (561) 253-9886 / Fax (561) 253-9887 Contact: Jeff Brouillette Email: Jeff brouillette@fortiline.com

		Email: Jeff.brouillette@fortiline.com			
ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER#	UNIT PRICE	MIN QTY
102	ADAPTER 1" MIP X COMP C84-44	670 060 00005	5141-129	\$11.80	1
103	ADAPTER 1 1/2" MIP X COMP C84-66	670 060 00006	5141-169	\$31.80	1
104	ADAPTER 2" MIP X COMP. C84-77	670 060 00007	5141-181	\$46.30	1
105	ADAPTER 3/4" FIP X COMP. C14-33	670 060 00008	5140-112	\$10.60	1
106	ADAPTER 3/4" FIP X 1" COM C14-34	670 060 00009	5121-002	\$12.30	1
107	ADAPTER 1" FIP X COMP. C14-44	670 060 00010	5141-135	\$14.10	1
108	ADAPTER 3/4" X 1" A24	670 060 00011	5137-009	\$8.30	1
109	METER SPUD 3/4" X 2 1/2" C38-23-2.5	670 061 00001	5124-110	\$6.60	1
110	METER SPUD 3/4" X 2 1/4" C38-23-2.25	670 061 00002	5124-007	\$6.60	1
111	METER SPUD 1" X 2 5/8" C38-44-2.625	670 061 00003	5124-111	\$9.95	1
112	RISER 3/4" X 7" V42-7W	670 061 00004	5156-449	\$58.40	1
113	RISER 3/4" X 12" V42-12W	670 061 00005	5157-322	\$61.20	1
114	RISER 3/4" X 15" V42-15W	670 061 00006	5134-034	\$63.80	1
115	RISER 1" X 10" V44-10W	670 061 00007	5157-142	\$111.40	1
116	RISER 1" X 12" V44-12W	670 061 00008	5156-463	\$114.00	1
117	RISER 1" X 18" V44-18W	670 061 00009	5157-271	\$136.00	1
118	EXPANSION NUTS 3/4" EC-23	670 062 00001	5139-035	\$13.20	1
119	EXPANSION NUTS 1" EC-4	670 062 00002	5139-274	\$22.05	1
120	TAIL PIECES 3/4" FOR YOKE C91-23	670 063 00001	5139-218	\$5.50	1
121	TAIL PIECES 1" FOR YOKE C91-44	670 063 00002	5139-286	\$9.05	1
122	YOKE 1" Y-504	670 082 00007	4139-271	\$13.50	1
123	YOKE 5/8" X 3/4" Y-502	670 082 00008	4139-22	\$7.50	1
124	1 1/2" DROP IN FLANGED GASKET	670-061-00015	4124-052	\$2.50	10
125	2" DROP IN FLANGED GASKET	670-061-00016	4124-053	\$3.00	10
126	1" LID (11" X 18") / EBAA / TOUCH READ HOLE IN CENTER	670-061-00016	MC118-2TW	\$53.30	8
127	2" LID (17" X 30") EBAA / TOUCH READ HOLE IN UPPER LEFT	670-061-00034	MC1730-5TW	\$115.50	8
128	17" X 30" X 12" PLASTIC METER BOX BLACK	670-061-00037	17302500	\$114.00	8
129	11" X 18" X 12" PLASTIC METER BOX BLACK	670-061-00044	11182500	\$61.50	8
130	1" RUBBER GASKET FOR YOKE	670-061-00066	GT123	\$180.00	
131	3/4" RUBBER GASKET FOR YOKE	670-061-00067	GT118	\$200.00	1
132	2" X 3/4" SADDLE CC THREAD	670-069-00001	202NS250	\$34.25	1
133	4" X 3/4" SADDLE CC THREAD	670-069-00002	202NS540	\$34.40	1
134	4" X 3/4" SADDLE IP THREAD	670-069-00003	202NS540	\$34.40	1
135	6" X 3/4" SADDLE CC THREAD	670-069-00004	202NS760	\$39.60	1
136	8" X 3/4" SADDLE CC THREAD	670-069-00005	202NS980	\$45.90	1
137	2" X 1" SADDLE CC THREAD	670-069-00006	202NS250	\$34.25	1
138	3" X 1" SADDLE CC THREAD	670-069-00007	202NS405	\$34.40	1
139	3" X 1" SADDLE CC THREAD	670-069-00008	202NS450	\$34.40	1
140	4" X 1" SADDLE IP THREAD	670-069-00009	202NS540	\$34.40	1
141	4" X 1" SADDLE CC THREAD	670-069-00010	202NS480	\$34.40	1
142	4" X 1" SADDLE CC THREAD	670-069-00011	202NS540	\$34.40	1
143	6" X 1" SADDLE CC THREAD	670-069-00012	202NS760	\$39.60	1
144	8" X 1" SADDLE CC THREAD	670-069-00013	202NS980	\$45.90	1
145	10" X 1" SADDLE CC THREAD	670-069-00014	202NS1212	\$55.50	1
146	10" X 1" SADDLE CC THREAD	670-069-00015	202NS1212	\$55.50	1
147	10" X 1" SADDLE CC THREAD	670-069-00016	202NS1438	\$64.60	1
148	12" X 1" SADDLE CC THREAD	670-069-00017	202NS1438	\$64.60	1
149			202NS760	\$42.95	1
	6" X 1 1/2" SADDLE IP THREAD	670-069-00018			
150 151	20" X 1 1/2" SADDLE IP THREAD 4" X 2" SADDLE IP THREAD	670-069-00019 670-069-00020	202NS2110 202NS2110	\$129.40 \$37.45	1
	-			\$37.45 \$39.45	1
152	4" X 2" SADDLE IP THREAD	670-069-00021	202NS540	*******	
153	4" X 2" SADDLE IP THREAD	670-069-00022	202NS663	\$42.95	1
154	6" X 2" SADDLE IP THREAD	670-069-00023	202NS663	\$42.95	1
155	6" X 2" SADDLE IP THREAD	670-069-00024	202NS760	\$42.95	1
156	8" X 2" SADDLE IP THREAD	670-069-00025	202NS980	\$49.00	1
157	8" X 1" SADDLE IP THREAD	670-069-00026	202NS980	\$49.00	1
158	10" X 2" SADDLE IP THREAD	670-069-00027	202NS1212	\$59.85	1
159	12" X 2" SADDLE IP THREAD	670-069-00028	202NS1438	\$69.20	1
160	12" X 1" SADDLE IP THREAD	670-069-00029	202NS1438	\$64.60	1
161	12" X 2" SADDLE CC THREAD	670-069-00030	202NS1438	\$69.20	1
162	20" X 2" SADDLE IP THREAD	670-069-00031	202NS2110	\$129.40	1
163	20" X 2" SADDLE CC THREAD	670-069-00032	202NS2110	\$129.40	1
164	16" X 2" SADDLE IP THREAD	670-069-00033	202NS1890	\$94.60	1
165	18" X 2" SADDLE IP THREAD	670-069-00034	202NS2110	\$129.40	1
166	20" X 2" SADDLE IP THREAD	670-069-00035	202NS2270	\$145.00	1
100		670-069-00036	00010700	\$39.60	1
167	6" X 1" SADDLE IP THREAD	670-069-00036	202NS760	\$39.00	
	6" X 1" SADDLE IP THREAD 14" X 2" SADDLE IP THREAD	670-069-00036	202NS2110	\$129.40	1

Fortiline. Inc. 6759 White Dr. Riviera Beach, FL. 33407 Phone (561) 253-9887 Fax (561) 253-9887 Contact: Jeff Brouillette Email: Jeff brouillette@fortiline.com

				roullette@fortiline.con	
ITEM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
170	8" X 2" SADDLE CC THREAD	670-069-00039	202NS980	\$49.00	1
171	16" X 2" SADDLE CC THREAD	670-069-00040	202NS1890	\$94.60	1
172	10" X 2" SADDLE CC THREAD	670-069-00041	202NS1212	\$59.85	1
173	1 1/2" HYMAX COUPLING	670-089-00075	85056004115	\$79.00	1
174	2" HYMAX COUPLING	670-089-00076	8505600515	\$85.50	1
175	3" HYMAX COUPLING	670-089-00077	86056008816	\$109.00	1
176	4" HYMAX COUPLING	670-089-00071	86054010816	\$139.95	1
177	6" HYMAX COUPLING	670-089-00059	86054016316	\$184.60	1
178	8" HYMAX COUPLING	670-089-00072	86054021716	\$208.75	1
179	10" HYMAX COUPLING	670-089-00073	86054027216	\$268.10	1
180	12" HYMAX COUPLING	670-089-00074	86054031516	\$315.95	1
181	1 1/2" HYMAX FLANGE ADAPTER	670-089-00066	8745601004112	\$95.75	1
182	2" HYMAX FLANGE ADAPTER	670-089-00061	8745602005412	\$100.20	1
183	3" HYMAX FALNGE ADAPTER	670-089-00062	8745603008812	\$145.10	1
184	4" HYMAX FLANGE ADAPTER	670-089-00063	8745404010812	\$186.00	1
185	6" HYMAX FLANGE ADAPTER	670-089-00064	87454060106312	\$237.00	1
186	8" HYMAX FLANGE ADAPTER	670-089-00065	874540821712	\$322.60	1
187	1/2" SCH80 CPVC SLIP 90 ELBOW	659-044-00001	1806-005	\$0.99	20
188	3/4" SCH80 CPVC SLIP 90 ELBOW	659-044-00002	1806-007	\$1.26	20
189	1" SCH80 CPVC SLIP 90 ELBOW	659-044-00003	1806-010	\$2.01	15
190	1 1/2" SCH80 CPVC SLIP 90 ELBOW	659-044-00004	1806-015	\$4.85	10
191	2" SCH80 CPVC SLIP 90 ELBOW	659-044-00005	1806-020	\$5.80	10
	3" SCH80 CPVC SLIP 90 ELBOW	659-044-00006			
192			1806-030	\$14.75	5
193	1/2" SCH80 CPVC SLIP 45 ELBOW	659-044-00007	1817-005	\$1.21	2
194	3/4" SCH80 CPVC SLIP 45 ELBOW	659-044-00008	1817-007	\$1.75	1
195	1" SCH80 CPVC SLIP 45 ELBOW	659-044-00010	1817-010	\$2.78	15
196	1 1/2" SCH80 CPVC SLIP 45 ELBOW	659-044-00011	1817-015	\$5.58	10
197	2" SCH80 CPVC SLIP 45 ELBOW	659-044-00012	1817-020	\$6.25	10
	3" SCH80 CPVC SLIP 45 ELBOW	659-044-00012			
198			1817-030	\$16.00	6
199	1/2" SCH80 CPVC SLIP TEE	659-044-00014	1801-005	\$2.30	25
200	3/4" SCH80 CPVC SLIP TEE	659-044-00015	1801-007	\$2.32	15
201	1" SCH80 CPVC SLIP TEE	659-044-00016	1801-010	\$2.75	20
202	1 1/2" SCH80 CPVC SLIP TEE	659-044-00017	1801-015	\$6.75	10
203	2" SCH80 CPVC SLIP TEE	659-044-00018	1801-020	\$7.25	10
204	3" SCH80 CPVC SLIP TEE	659-044-00019	1801-020	\$19.00	5
205	1/2" SCH80 CPVC MALE ADAPTERS	659-044-00020	1836-005	\$1.30	25
206	3/4" SCH80 CPVC MALE ADAPTERS	659-044-00021	1836-007	\$1.60	25
207	1" SCH80 CPVC MALE ADAPTERS	659-044-00022	1836-010	\$2.60	25
208	1 1/2" SCH80 CPVC MALE ADAPTERS	659-044-00023	1836-015	\$1.30	10
209	2" SCH80 CPVC MALE ADAPTERS	659-044-00024	1836-020	\$6.00	10
	3" SCH80 CPVC MALE ADAPTERS	659-044-00025			
210			1836-030	\$27.00	5
211	1/2" SCH80 CPVC FEMALE ADAPTERS	659-044-00026	1835-005	\$1.65	15
212	3/4" SCH80 CPVC FEMALE ADAPTERS	659-044-00027	1835-007	\$1.75	10
213	1" SCH80 CPVC FEMALE ADAPTERS	659-044-00028	1835-010	\$4.00	10
214	1 1/2" SCH80 CPVC FEMALE ADAPTERS	659-044-00029	1835-015	\$4.80	5
215	2" SCH80 CPVC FEMALE ADAPTERS	659-044-00030	1835-020	\$8.20	5
216	3" SCH80 CPVC FEMALE ADAPTERS	659-044-00031	1835-020	\$33.00	5
	1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00031			
217			242037	\$27.00	1
218	3/4" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00036	241948	\$33.00	1
219	1" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00037	241849	\$40.00	1
220	1 1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00038	322203	\$63.00	1
221	2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00039	322210	\$86.00	1
222	3" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00040	74953	\$261.00	1
222	1/2" SCH80 CPVC VITON TRUE UNION BALL VALVES	659-044-00040			
			242044	\$24.00	1
224	3/4" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00042	241955	\$30.00	1
225	1" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00043	241856	\$36.00	1
226	1 1/2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00044	32265	\$57.00	1
227	2" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00045	322272	\$79.00	1
228	3" SCH80 CPVC EPDM TRUE UNION BALL VALVES	659-044-00046	748270	\$235.00	- i
	1/2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00047			-
229			735676	\$20.00	1
230	3/4" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00048	735683	\$23.00	1
231	1" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00049	735690	\$29.00	1
232	1 1/2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00050	735713	\$48.00	1
233	2" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00051	735720	\$66.00	- i
234	3" SCH80 CPVC VITON TRUE UNION CHECK VALVES	659-044-00052	735645	\$184.00	1
235	1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00053	735324	\$18.00	1
236	3/4" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00054	735331	\$22.00	1
	1" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00055	735348	\$26.00	1
237	1 SCHOUCHVC EPDM TRUE UNION CHECK VALVES				
	1 1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00056			1
238	1 1/2" SCH80 CPVC EPDM TRUE UNION CHECK VALVES	659-044-00056	735362	\$43.00	1
					1 1

Fortiline. Inc.
6759 White Dr.
Riviera Beach, FL. 33407
Phone (561) 253-9886 / Fax (561) 253-9887
Contact: Jeff Brouillette
Email: Jeff brouillette@fortiline.com

				Email: Jerr.brouillette@fortillne.com	
EM#	DESCRIPTION	COMMODITY #	MANUFACTURER #	UNIT PRICE	MIN QTY
241	1/2" X CLOSE SCH80 CPVC NIPPLE	659-044-00059	NO BID	NO BID	
242	3/4" X CLOSE SCH80 CPVC NIPPLE	659-044-00060	NO BID	NO BID	
243	1" X CLOSE SCH80 CPVC NIPPLE	659-044-00061	NO BID	NO BID	
244	2" X CLOSE SCH80 CPVC NIPPLE	659-044-00062	NO BID	NO BID	
245	3" X CLOSE SCH80 CPVC NIPPLE	659-044-00063	NO BID	NO BID	
246	1/2" X 6" SCH80 CPVC NIPPLE	659-044-00064	NO BID	NO BID	
247	3/4" X 6" SCH80 CPVC NIPPLE	659-044-00065	NO BID	NO BID	
248	1" X 6" SCH80 CPVC NIPPLE	659-044-00066	NO BID	NO BID	
249	2" X 6" SCH80 CPVC NIPPLE	659-044-00067	NO BID	NO BID	
250	1/2" X 12" SCH80 CPVC NIPPLE	659-044-00069	NO BID	NO BID	
251	3/4" X 12" SCH80 CPVC NIPPLE	659-044-00070	NO BID	NO BID	
252	1" X 12" SCH80 CPVC NIPPLE	659-044-00071	NO BID	NO BID	
253	2" X 12" SCH80 CPVC NIPPLE	659-044-00072	NO BID	NO BID	
254	3" X 12" SCH80 CPVC NIPPLE	659-044-00073	NO BID	NO BID	
255	1/2" SCH80 CPVC SLIP COUPLINGS	659-044-00074	NO BID	NO BID	
256	3/4" SCH80 CPVC SLIP COUPLINGS	659-044-00075	NO BID	NO BID	
257	1" SCH80 CPVC SLIP COUPLINGS	659-044-00076	NO BID	NO BID	
258	1 1/2" SCH80 CPVC SLIP COUPLINGS	659-044-00077	NO BID	NO BID	
259	2" SCH80 CPVC SLIP COUPLINGS	659-044-00078	NO BID	NO BID	
260	1" X 1/2" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00079	NO BID	NO BID	
261	1" X 3/4" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00080	NO BID	NO BID	
262	1" X 2" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00081	NO BID	NO BID	
263	1/2" X 3/4" SCH80 CPVC SLIP REDUCING BUSHING	659-044-00082	NO BID	NO BID	

SPECIFICATIONS FOR SUPPLY OF BRASS FITTINGS AND ACCESSORIES

BIDDER ACKNOWLEDGEMENT

NONCOLLUSION AFFIDAVIT

ANTI-KICKBACK AFFIDAVIT

CONFIRMATION OF MINORITY OWNED BUSINESS

CONFIRMATION OF DRUG-FREE WORKPLACE

DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID

PALM BEACH COUNTY INSPECTOR GENERAL

LOCAL BUSINESS

ADDENDUM # 1

COMMENTS

Fortiline. Inc.
6759 White Dr.
Riviera Beach, FL. 33407
Phone (561) 253-9886 / Fax (561) 253-9887
Contact: Jeff Brouillette
Email: Jeff.brouillette@fortiline.com
YES
YES
.=-
YES
120
YES
120
SUBMITTED
NOT A MINORITY OWNED BUSINESS
YES
TES
10%
10 /6
YES
TES
SUBMITTED
NOT A LOCAL OWNED BUSINESS
NONE



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Approve the purchase of one (1) replacement pavilion at Sara Sims Park utilizing the HGACBuy Contract with the Huston-Galveston Area Council for \$26,554.75. The Huston-Galveston Area Council's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:

On September 6th, 2018 Commission authorized Staff to direct purchase one (1) – large 24' x 32' pavilion and two (2) – small 12' x 16' pavilions.

The fourth pavilion on the site was to be rehabilitated. However, upon receiving estimates for repair, staff has determined that it would be more cost effective to replace. Staff therefore request authorization to replace the existing pavilion with an equivalent large pre-engineered pavilion.

By using the HGACBuy Contract the City will save 5% off the retail price and by direct purchasing, the City will not have to pay sales tax on the structures.

If approved, the pavilions will arrive on site and be assembled using the Minor Construction Services Contract that was approved by Commission on August 8, 2018.

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

FISCAL IMPACT:

The cost is budgeted under the Sara Sims Improvement Project in the City's Capital Improvement Funds.

ALTERNATIVES:

Do not replace the pavilion and remove structure that currently exists.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type
Description

Attachment
Attachment 2 - HGAC RCP Pavilion Proposal
Attachment 1 - HGAC Buy Contract
Attachment 3 - Pics of Similiar Pavilions



CONTRACT PRICING WORKSHEET

For Catalog & Price Sheet Type Purchases

Contract No.:

PR11-16

Date Prepared:

9/13/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying	G' CD 4	D 1		non al II. I		
Agency:	City of Boynt	on Beach	Contractor:	RCP Shelters, Inc.		
Contact Person:	Gary Dunmye	er	Prepared By:	Kyle Ritter		
Phone:	561-742-6231	1	Phone:	772-288-3600		
Fax:			Fax:	772-288-0207 kyle@rcpshelters.com		
Email:	DunmyerG@	bbfl.us	Email:			
	/ Price Sheet Name:	RCP Shelters, Inc MSRP Price L	List RCP426763515			
	l Description Product:	Pre-Engineered Shelter: Qty 1 - 24' x 30'				
A. Catalog /	Price Sheet Item	ns being purchased - Itemize Below	- Attach Additional Sheet	If Necessary		
Quan		I	Description	τ	J nit Pr	Total
1	AS-H2432-04	4 - 24' x 32' All Steel Rectangular Hip	Roof Shelter		23208.5	23208.5
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	<u> </u>			Total From Other Sheet	ts. If Any:	
				Sı	ubtotal A:	23208.5
		ccessory or Service items - Itemize E				23208.5
		any which were not submitted and pr		Sheet If Necessary		23208.5
Note: Unpub	olished Items are	any which were not submitted and pr	Description	Sheet If Necessary	ubtotal A:	Total
Note: Unpub Quan	AS-H2432-04	any which were not submitted and pr	Description length from 32' to 30'	Sheet If Necessary	ubtotal A:	
Note: Unpub Quan	AS-H2432-04	any which were not submitted and pr I 4 - 2' long reduction to change shelter	Description length from 32' to 30'	Sheet If Necessary	Jnit Pr -2485	Total -2485
Note: Unpub Quan	AS-H2432-04	any which were not submitted and pr I 4 - 2' long reduction to change shelter	Description length from 32' to 30'	Sheet If Necessary	Jnit Pr -2485	Total -2485 4331.25
Note: Unpub Quan	AS-H2432-04	any which were not submitted and pr I 4 - 2' long reduction to change shelter	Description length from 32' to 30'	Sheet If Necessary U Total From Other Sheet	Unit Pr -2485 4331.25 ts, If Any:	Total -2485 4331.25
Note: Unpub Quan 1 1	AS-H2432-04 Add Hot-Dipp	any which were not submitted and pr I 4 - 2' long reduction to change shelter ped Galvanized Frame Underneath Po	Description length from 32' to 30' owder Coat Finish	Sheet If Necessary U Total From Other Sheet	Unit Pr -2485 4331.25	Total -2485
Note: Unpub Quan 1 1	AS-H2432-04 Add Hot-Dipp	any which were not submitted and pr I 4 - 2' long reduction to change shelter	Description length from 32' to 30' owder Coat Finish ed 25% of the total of	Sheet If Necessary U Total From Other Sheet	Unit Pr -2485 4331.25 ts, If Any:	Total -2485 4331.25
Note: Unpub Quan 1 1 Checl	AS-H2432-04 Add Hot-Dipp k: Total cost of U the Bas	any which were not submitted and pr I 4 - 2' long reduction to change shelter ped Galvanized Frame Underneath Po Junpublished Options (B) cannot exce	Description length from 32' to 30' owder Coat Finish ed 25% of the total of A+B).	Total From Other Sheet For this transaction the percent	Unit Pr -2485 4331.25 ts, If Any:	Total -2485 4331.25
Note: Unpub Quan 1 1 Checl	AS-H2432-04 Add Hot-Dipp k: Total cost of U the Bas	any which were not submitted and pr I 4 - 2' long reduction to change shelter ped Galvanized Frame Underneath Po Junpublished Options (B) cannot excess the Unit Price plus Published Options (Description length from 32' to 30' owder Coat Finish ed 25% of the total of A+B).	Total From Other Sheet For this transaction the percent	Unit Pr -2485 4331.25 ts, If Any:	Total -2485 4331.25 (((1846.25
Note: Unpub Quan 1 1 Checl	AS-H2432-04 Add Hot-Dipp k: Total cost of U the Bas	any which were not submitted and pr I 4 - 2' long reduction to change shelter ped Galvanized Frame Underneath Po Junpublished Options (B) cannot excess the Unit Price plus Published Options (Description length from 32' to 30' owder Coat Finish ed 25% of the total of A+B).	Total From Other Sheet For this transaction the percent	Unit Pr -2485 4331.25 ts, If Any:	Total -2485 4331.25 (((1846.25
Note: Unpub Quan 1 1 Checl	AS-H2432-04 Add Hot-Dipp k: Total cost of U the Bas	any which were not submitted and pr I 4 - 2' long reduction to change shelter ped Galvanized Frame Underneath Po Junpublished Options (B) cannot excess the Unit Price plus Published Options (Description length from 32' to 30' owder Coat Finish ed 25% of the total of A+B).	Total From Other Sheet For this transaction the percent	Unit Pr -2485 4331.25 ts, If Any:	Total -2485 4331.25

Proposal #: 29305 **Date:** 09/13/2018

City of Boynton Beach

Attn: Gary Dunmyer



PROPOSAL/ORDER FORM



2100 SE Rays Way • Stuart, FL 34994 P: 800-525-0207 • 772-288-3600

F: 772-288-0207

info@rcpshelters.com • http://www.rcpshelters.com

561-742-6231

Fax:

Prepared by: Kyle Ritter
DunmyerG@bbfl.us kyle@rcpsl

kyle@rcpshelters.com

Sara Sims Park - Boynton Beach, FL

PROPOSAL NOTES & DETAILS

INCLUDED

Phone:

E-mail:

- Drawings: FL certified, includes standard RCP foundation design
- Frame: hot-dipped galvanized & powder coated tube steel
- Roof Deck: 24-gauge exposed fastener metal roofing
- Hardware: all required fasteners
- Electrical Cutouts: 1 column outlet cutout per shelter
- Delivery: to an accessible site

NOT INCLUDED

- Unloading
- Concrete
- Concrete embedment (anchor bolts, wire mesh, rebar, etc.)
- Rails/ornamentation/benches/cupola
- Installation
- Anything not specifically listed as "Included"

TERMS & CONDITIONS

- Net 30
- 1% discount net 10
- no deposits required

EXPEDITING OPTIONS (average acceleration of 2-4 weeks)

- Payment in full with order
 - o Prioritized engineering
 - Prioritized fabrication
- Dedicated Truck (additional fee applicable)
 - Guarantees truck route availability
 - Only necessary if pooled load not available

PRICING NOTES (RCP reserves the right to re-quote if:)

- Quote is older than 30 days
- Shipment not taken within 180 days
- Project location snow load exceeds 30 psf

Reference Installation Cost Savings Advantages on Page 2

(Signature) (Print/Title) Page

1/3

Signature confirms acceptance of all pages of this proposal.

Page 286 of 739

RCP SHELTERS, INC.

Proposal/Order Form (Continued)

Proposal #: 28540.R1

2100 SE Rays Way • Stuart, FL 34994 P: 800-525-0207 • 772-288-3600 F: 772-288-0207

info@rcpshelters.com • http://www.rcpshelters.com



Sara Sims Park - Boynton Beach, FL

PROPOSAL NOTES & DETAILS

DESIGN / ENGINEERING

- Proposal based on design by RCP Shelters, not necessarily an exact match to bid or architectural drawings.
- RCP value engineers for minimum number of columns to keep the pavilion as open and accessible as possible. Final design may
 not reflect the same number of columns or members, sizes, or spacing as images on RCP's website and catalog or preliminary
 drawing.
- Please allow approximately 2-3 weeks for engineered drawings after receipt of order and other pertinent design requirements. Custom designs may take 4 weeks or longer. All lead times are subject to change based on current demand.
- Design requirements not disclosed to RCP prior to proposal, or required revisions resulting from information not disclosed at time of order are subject to additional charge. Common examples:
 - All pertinent foundation information, including but not limited to geotechnical report, maximum depth for water table, or
 installations near or connection to other structures (drift snow loads), or any other site specific request/requirement must be
 provided with order. Without this information, RCP reserves the right to re-quote or charge additional engineering fee.
 - o Proposal includes standard foundation based on assumed soil values (minimum 2' diameter & 4' deep can be much larger depending on loading conditions and size of structure). Foundations may be designed by others with RCP provided column base reactions. Custom foundation designs may be available for additional fee.
 - Electrical or other custom cutouts not specifically included in the proposal are subject to additional engineering, drafting, and fabrication fees.
- Local code may have requirements that are not the responsibility of RCP (examples: NJ architectural stamp, FL fire barrier board).
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others (example: OSB diaphragm is sometimes required on larger LW-G and bandshell models).
- Drawings provided by RCP Shelters with this proposal are preliminary, and are not for construction. Owner can pre-purchase engineered drawings, which detail the project specific foundation design and material requirements, with no obligation to purchase the entire structure.

FABRICATION / SHIPPING DETAILS

- Fabrication lead times vary by season, typically 6-8 weeks after receipt of approved drawings, color selections, and fabrication deposit.
- Freight price is based on pooled loads.
- Upgrade to dedicated truck or split shipment is available for an additional fee.
- Shipping dates are not guaranteed. RCP does not accept orders with penalties or contingent liability.
- Trucking will call at least 24 hours prior to delivery to coordinate.
- Unloading by others. RCP recommends non-marring padded slings and padded forks for offloading. Block all materials off ground and cover with moisture resistant paper until installation.

INSTALLATION COST SAVING ADVANTAGES

- Column anchor bolts located outside the column tube (easily accessible for installation)
- Factory cut roofing panel end caps (minimal, if any, on site cutting required)
- · Factory fabricated roofing seam and corner caps (minimal, if any, on site cutting or fabrication required)
- Metal roofing and powder coating touch up paint included

 (Signature)	(Print/Title)	(Date)	— Page
Sianature co	ъ	2/3	

TECHNICAL SPECIFICATIONS

Proposal #: 28540.R1



I. DESIGN CRITERIA

Structure shall be designed to be free standing, open air pavilion in conformance with all applicable building code. Manufactured by RCP Shelters: 2100 SE Rays Way, Stuart, FL 34994 • Toll-free: 800-525-0207 • F: 772-288-0207 • http://www.rcpshelters.com • info@rcpshelters.com.

II. SCOPE

Structure shall be an all steel pavilion over a 4" minimum thickness reinforced concrete slab. Shelter shall have a clear space, without a center column or open knee bracing. Structure shall be designed by professional engineers. The owner or contractor shall be responsible for unloading, temporary storage, soil testing (if necessary), site preparation, concrete slab, and erection of structures. Owner or contractor is responsible for protection of materials after arrival.

III. COLUMNS

The shelter shall be set on prepared footings. Foundation shall be engineered to manufacturer's design and constructed to local code and good construction practices for the specific site conditions. The structure shall have tube steel corner columns. The columns shall be attached to the top of the concrete foundation by use of anchor bolts, hidden when possible. Anchor bolts shall be provided by owner or contractor so that foundations can be prepared and ready for installation upon delivery of the shelter. Alternatively, RCP Shelters offers an anchor bolt option, to be shipped upon receipt of drawing approval for fabrication.

IV. FRAME

All structural framing of the pavilion shall be structural tube steel with end caps to form a clean, neat appearance with no place for birds to nest or small animals to roost. The compression ring shall be structural steel plate. Since all connections will bolt together, field welding shall not be required. Bolts shall be concealed within the tubing when possible.

V. POWDER COAT FINISH

The columns and frame shall be sandblasted to near-white condition, five stage washed, including detergent, phosphate, and rust protectant sealant, epoxy primed, then top coated with TGIC powder. The columns and frame shall be packaged in foam, cardboard, and stretch wrap to protect the finish during transit. The color shall be selected from manufacturer's standard color chart. Field touch up painting shall be required by owner or contractor.

VI. HOT-DIP GALVANIZED FINISH

Steel shall be hot-dipped galvanized with a 5 step process:

- 1. Cleaning the steel in a hot caustic solution.
- 2. Pickling in dilute hot sulfuric acid or ambient temperature hydrochloric solution.
- 3. Fluxing in an aqueous solution of zinc-ammonium chloride.
- 4. Immersing in a bath (kettle) of molten zinc.
- 5. Inspection of material for consistent and thorough coating in accordance with ASTM A 123/A Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products or ASTM A 153/A Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

VII. EAVE & PITCH

Eave height shall be minimum 7'-6". Roof pitch shall be 4:12.

VIII. ROOFING

The roof system shall be structural 24-gauge exposed fastener Galvalume® panels with 1%" high ribs, 7.2" on center. Ribs shall run with the pitch of the roof for proper drainage. Roof panels shall be 3' wide and precut by the length from the eave to the ridge. Angles shall be factory precut. Matching roof trim & fasteners shall be supplied. Hip and ridge beams shall have cap plates for metal deck bearing, as metal deck cannot structurally bear on beam corner only. Panels and trim shall be pre-painted with the Kynar 500° paint system. Color shall be chosen by owner from the standard color chart, provided upon request.

A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL

Houston, Texas AND

RCP SHELTERS, INC.

Stuart, Florida

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, RCP Shelters, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 2100 Southeast Rays Way, Stuart, Florida 34994.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Parks & Recreation Equipment Contract to become effective as of November 1, 2016, and to continue through October 31, 2018 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Parks & Recreation Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Parks & Recreation Equipment through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

- 1. The text of this Contract form, including but not limited to, Attachment A
- 2. General Terms and Conditions
- 3. Bid Specifications No:PR11-16, including any relevant suffixes
- 4. CONTRACTOR's Response to Bid No:PR11-16, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas:	- Chit
Attest for Houston-Galveston Area Council, Houston, Texas:	Deidre Vick, Director of Public Services Date: 1 2 2 20
Signed for RCP Shelters, Inc. Stuart, Florida:	He Zwee
Printed Name & Title:	Kyle Ritter, Secretary
	Date: 10/17 20_16
Attest for RCP Shelters, Inc. Stuart, Florida:	ook Ritter
Printed Name & Title:	Robert Ritter, President
	Date: 10/17 . 20 16

Attachment A **RCP Shelters, Inc.** Parks & Recreation Equipment Contract No.: PR11-16

HGAC PRODUC T CODE	MFGR	CATALOG	OFFEROR DISCOUNT OFF LIST
PR48	RCP Shelters, Inc.	2016 RCP Shade and Shelter Equipment Catalog	5.00%

Sara Sims Pre Engineered Pavilions







COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the eleven (11) month period ended August 31, 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 eleven (11) month period ended August 31, 2018 (92% of the fiscal year). The analysis compares:

- Actual results for the current period to the annual budget
- Actual results for the same period of the prior year annual budget

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The annual budget is what provides and controls the resources for City programs and services.

FISCAL IMPACT:

The annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND

	FY 2017-18			FY 2016-1	7	FY 2018 vs. 2017		
	Annual	Actual to Date		Annual	Actual to Date		Budget	Actual
	Budget	Amount	%	Budget	Amount	%	%	%
Revenues &Transfers	\$ 93,254	\$ 88,741	95%	\$ 83,767	\$ 79,817	95%	11.3%	11.2%
Expenditures	\$(93,254)	\$(74,683)	80%	\$(83,767)	\$(72,120)	86%	11.3%	3.6%
Excess (Deficit)	\$ -	\$ 14,058		\$-	\$ 7,697			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a \$14.0M surplus for the period ending August 31, 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 <u>7.77% increase</u> 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 eleventh month in FY 2017-18, revenues and transfers realized are approximately \$88.7M or 95% of the budget estimate compared to \$79.8M or 95% realized to date in FY 2016-17.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was \$33.8M as compared to \$31.7M 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.

<u>Actual Expenditures</u> – General Fund expenditures for the eleventh month period ending August 31 (92% of the fiscal year) are \$74.6M that is 80% 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 \$74.6M or 80% of the FY 2017-18 budget. At this point in the fiscal year, FY2017-18 spending levels are \$2.5M ahead of the \$72.1M or 86% 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 August 31, the operational forecast reflects an estimated decrease of \$973K of the fund balance for FY 2017-18, see Exhibit C.

	FY 2017-18			FY 2016-17	7	FY 2018 vs. 2017		
	Annual	Actual to Date		Annual	Actual to Date		Budget	Actual
	Budget	Amount	%	Budget	Amount	%	%	%
Revenues &Transfers	\$ 46,544	\$ 43,495	93%	\$ 42,245	\$ 41,386	98%	10.2%	5.1%
Expenditures	\$ (46,544)	\$ (36,533)	85%	\$ (42,245)	\$ (37,683)	89%	10.2%	4.9%
Excess (Deficit)	\$ -	\$ 3,962		\$ -	\$ 3,703			

For the eleventh month period in FY 2017-18,

- Revenues realized are \$43.4M (93%) of the annual budget estimate.
- Expenditures incurred are \$39.5M (85%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately \$3.9M.

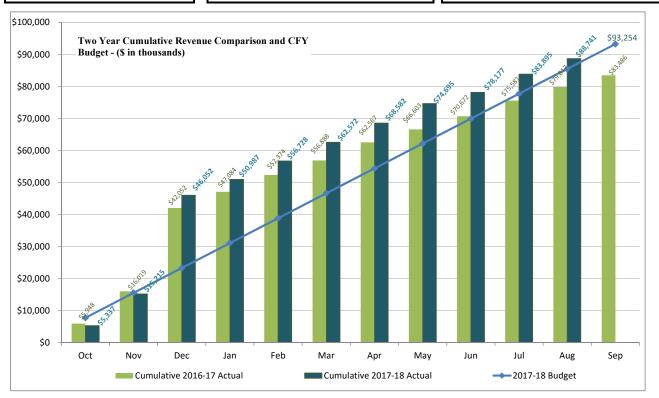
Expenditures (Exhibit D) – Utility Fund FY 2017-18 expenditures to date are \$39.5M or 85% of the annual appropriation compared to expenditures of \$37.6M or 89% for the prior fiscal year (which excludes

dep	reciation and the joint ventures expe	enditures).
	TERNATIVES: cuss this Budget Status Report or r	request clarification at the City Commission meeting.
STI	RATEGIC PLAN:	
STI	RATEGIC PLAN APPLICATION:	
CLI	IMATE ACTION: No	
CLI	MATE ACTION DISCUSSION:	
	his a grant? No	
Gra	ant Amount:	
ATT	ACHMENTS:	
	Туре	Description
D	Addendum	GF Statement of Revenues thru Aug 31, 2018
D	Addendum	GF Statement of Expenditures thru Aug 31, 2018
D	Addendum	UF Statement of Revenues thru Aug 31, 2018
D	Addendum	UF Statement of Expenditures thru Aug 31, 2018

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL Fiscal Year Period Ended August 31, 2018 (92% of Fiscal Year)

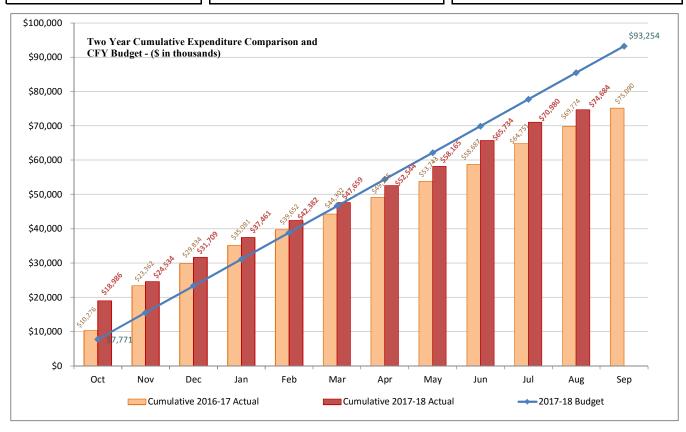
			F	REVENUES					
		FY 2017-18		FY 2017-18 1	O DATE		FY 2016-17	FY 2016-17	TO DATE
ACCOUNTS		BUDGET APPROVED		REVENUE REALIZED	% REALIZED		BUDGET APPROVED	REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	\$	41,458,358	\$	41,183,218	99%	Ц	38,322,309	38,378,634	100%
LESS TIF TAXES TO CRA		(7,360,831)		(7,336,119)	100%		(6,682,137)	(6,590,331)	99%
NET TAXES TO THE CITY		34,097,527		33,847,099	99%		31,640,172	31,788,303	100%
LICENSES AND PERMITS									
BUSINESS TAXES		1,731,000		1,767,562	102%		1,656,000	1,728,930	104%
BUILDING PERMITS		2,712,000		3,010,643	111%		2,417,000	2,459,356	102%
FRANCHISE FEES		4,865,000		4,334,309	89%		5,065,000	4,260,564	84%
OTHR LICENSES, FEES & PER		222,000		203,027	91%		218,000	213,082	98%
INTERGOVERNMENTAL REVENUES									
OTHER FEDERAL REVENUE		85,000		42,515	50%		85,000	37,309	44%
STATE SHARED REVENUES		8,677,000		8,186,298	94%		8,674,000	7,911,779	91%
SHRD REV FROM OTHR LCL		335,000		180,955	54%		310,000	159,043	51%
CHARGES FOR SERVICES									
PYMTS IN LIEU OF TAXES		121,300		137,657	113%		121,300	134,833	111%
CHRGS-GENERAL GOVT		507,800		475,795	94%		459,500	466,810	102%
PUBLIC SAFETY		6,086,500		6,594,330	108%		5,133,816	6,549,850	128%
PHYSICAL ENVIRONMENT		20,000		21,239	106%		20,000	8,459	42%
CULTURE/RECREATION		428,700		390,786	91%		415,500	426,478	103%
INTEREST & MISC REVENUE									
LIBRARY FINES		30,000		17,150	57%		30,000	20,924	70%
VIOLATIONS LOCAL ORD.		643,000		222,186	35%		720,000	517,814	72%
INTEREST EARNINGS		65,000		70,055	108%		50,000	106,948	214%
RENTS AND ROYALTIES		368,800		386,363	105%		368,800	367,034	100%
SPECIAL ASSESSMENTS		6,589,000		6,773,168	103%		5,541,500	5,653,724	102%
SALE OF SURPLUS MATERIAL		1,500		3,536	236%		2,000	2,827	141%
OTHER MISC. REVENUE		4,715,145		2,870,372	61%		2,725,000	398,345	15%
INTERNAL FUND TRANSFERS									
TRANSFERS		15,067,850		13,812,196	92%		14,842,000	13,605,167	92%
FUND BALANCE APPROPRIATED		5,884,506		5,394,131	92%		3,272,149	2,999,470	92%
Total Revenues	\$	93,253,628	\$	88,741,372	95%	3	83,766,737	79,817,049	95%



GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL Fiscal Year Period Ended August 31, 2018 (92% of Fiscal Year)

		EXPENDITURI	ES			
	FY 2017-18	FY 2017-18		FY 2016-17	FY 2016-17	
ACCOUNTS	BUDGET APPROVED	EXPENDED	% EXPENDED	BUDGET APPROVED	EXPENDED	% EXPENDED
GENERAL GOVERNMENT CITY COMMISSION CITY MANAGER CITY HALL/GEN. ADMIN. MARKETING/COMMUNICATIONS TOWN SQUARE CITY CLERK CITY ATTORNEY FINANCIAL SERVICES ITS	\$ 267,301 746,362 13,646,569 333,846 0 569,241 574,916 1,302,041 2,454,516	\$ 237,276 651,315 5,245,410 264,155 (1,179,089) 496,924 650,166 1,044,093 1,840,205	89% 87% 38% 79% 0% 87% 113% 80% 75%	\$ 259,706 730,719 7,367,149 258,615 0 531,665 522,411 1,034,767 1,895,058	\$ 244,978 680,147 2,653,647 221,617 0 472,603 487,978 955,728 1,799,431	94% 93% 36% 86% 0% 89% 93% 92%
HUMAN RESOURCES	824,823	647,072	78%	724,830	658,934	91%
PUBLIC SAFETY UNIFORM SERVICES ADMINISTRATIVE SERVICES SUPPORT SERVICES FIRE COMMUNITY STANDARDS EMERGENCY MANAGEMENT	16,981,940 3,862,184 9,608,962 23,514,949 2,201,205 22,320	15,371,772 2,815,498 8,979,120 22,171,152 1,850,503 14,525	91% 73% 93% 94% 84% 65%	16,758,211 3,534,348 9,693,624 23,089,868 1,871,683 14,670	15,130,015 3,302,794 8,802,924 21,225,159 1,649,059 10,110	90% 93% 91% 92% 0% 69%
BUILDING & DEVELOPMENT DEVELOPMENT BUILDING ENGINEERING PLANNING & ZONING ECONOMIC DEVELOPMENT	1,136,941 1,307,987 622,155 756,125 412,318	1,005,437 1,193,742 546,467 620,020 283,895	88% 91% 88% 82% 69%	1,093,300 1,389,088 686,132 776,734 211,749	1,013,160 1,219,146 632,099 702,944 172,555	93% 88% 92% 90% 81%
PUBLIC WORKS PUBLIC WORKS FACILITIES MANAGEMENT STREETS MAINTENANCE	154,775 2,005,233 1,236,275	227,828 1,570,993 919,697	147% 78% 74%	223,397 1,624,535 1,199,602	206,962 1,420,088 960,365	93% 87% 80%
LEISURE SERVICES LIBRARY SCHOOLHOUSE MUSEUM SERV RECREATION PARKS & GROUNDS CRA REIMBURSABLE & RESERVES Total Expenditures	2,315,127 254,971 3,133,874 3,006,672 - \$ 93,253,628	2,025,200 232,913 2,615,091 2,321,394 20,740 \$ 74,683,514	87% 91% 83% 77% 0% 80%	2,280,461 269,372 2,905,081 2,819,962 - \$ 83,766,737	2,090,174 249,746 2,669,114 2,462,861 25,509 \$ 72,119,847	92% 93% 92% 87% 0%



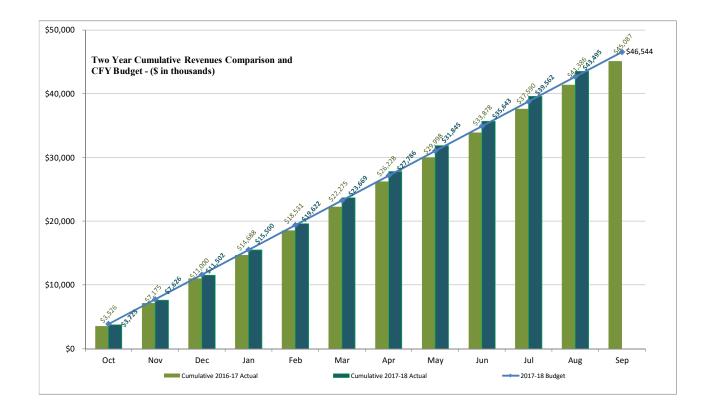
UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL Fiscal Year Period Ended August 31, 2018 (92% of Fiscal Year)

WATER SALES WATER CONNECTION FEE WATER SERVICE CHARGE WTR-BACKFLOW PREVNTR TEST RECLAIMED WATER SALES SEWER SERVICE STORMWATER UTILITY FEE TELEVISE SEWER LINES FEES INTEREST INCOME SALE OF SURPLUS EQUIP. OCEAN RGE UT TAX ADM CHG MISCELLANEOUS INCOME FUND BALANCE DECREASE (INCREASE) TOTAL REVENUES	
WATER CONNECTION FEE WATER SERVICE CHARGE WTR-BACKFLOW PREVNTR TEST RECLAIMED WATER SALES SEWER SERVICE STORMWATER UTILITY FEE TELEVISE SEWER LINES FEES INTEREST INCOME SALE OF SURPLUS EQUIP. OCEAN RGE UT TAX ADM CHG MISCELLANEOUS INCOME FUND BALANCE DECREASE (INCREASE)	ACCOUNTS
	WATER CONNECTION FEE WATER SERVICE CHARGE WTR-BACKFLOW PREVNTR TEST RECLAIMED WATER SALES SEWER SERVICE STORMWATER UTILITY FEE TELEVISE SEWER LINES FEES INTEREST INCOME SALE OF SURPLUS EQUIP. OCEAN RGE UT TAX ADM CHG MISCELLANEOUS INCOME FUND BALANCE DECREASE (INCREASE)

	REVENUES								
F	FY 2017-18 FY 2017-18 TO DATE								
	BUDGET		REVENUE	%					
A	PPROVED	F	REALIZED	REALIZED					
\$	21,675,000	\$	20,137,752	93%					
	150,000		43,785	29%					
	850,000		854,230	100%					
	10,000		20,596	206%					
	64,000		333,230	521%					
	18,870,000		17,518,925	93%					
	3,800,000		3,561,369	94%					
	5,000		24,152	483%					
	20,000		30,177	151%					
	35,000		(3,915)	-11%					
	2,000		-	0%					
	800		854	107%					
	-		516	0%					
	1,061,993		973,494	92%					
\$	46,543,793	\$	43,495,165	93%					

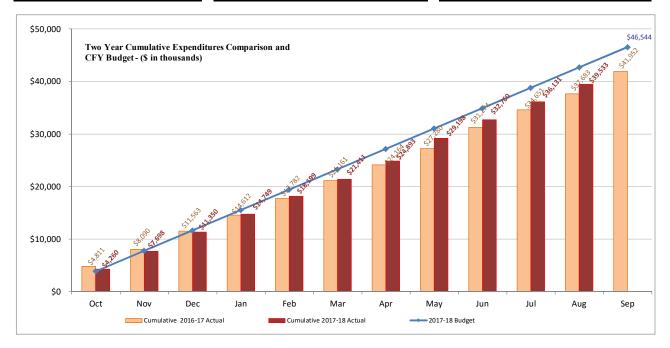
F	Y 2016-17	FY 2016-17 TO DATE					
	BUDGET		REVENUE	%			
Α	PPROVED		REALIZED	REALIZED			
\$	20,250,000	\$	20,476,048	101%			
	25,000		81,301	325%			
	750,000		879,285	117%			
	10,000		16,000	160%			
	60,000		67,286	112%			
	18,500,000		17,396,101	94%			
	3,800,000		3,503,209	92%			
	3,500		634	18%			
	15,000		6,338	42%			
	35,000		31,034	89%			
	-		30,983	0%			
	800		750	94%			
	-		863	0%			
	(1,204,004)		(1,103,670)	92%			
\$	42,245,296	\$	41,386,162	98%			



UTILITY FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL Fiscal Year Period Ended August 31, 2018 (92% of Fiscal Year)

FY 2017-18 FY 2017-18 TO DATE FY 2016-17 FY 2016-17 TO DATE										
ACCOUNTS		BUDGET PPROVED	Е	XPENDED	% EXPENDED		BUDGET PPROVED	Е	XPENDED	% EXPENDED
WATER DISTRIBUTION	\$	1,946,158	\$	1,685,409	87%	\$	1,814,027	\$	1,680,572	93%
PUBLIC WATER TREATMENT		6,009,493		4,660,517	78%		5,961,748		5,149,328	86%
METER READING & SERVICES		1,284,678		1,070,368	83%		1,111,186		1,040,201	94%
WASTEWATER COLLECTION		1,674,357		1,301,327	78%		1,624,933		1,342,643	83%
WASTEWATER PUMPING STATNS		2,810,391		2,064,563	73%		2,337,495		2,105,051	90%
SEWAGE TREATMENT		4,550,000		3,478,308	76%		3,928,070		3,222,884	82%
WATER QUALITY		642,397		532,533	83%		634,776		490,123	77%
UTILITY ADMINISTRATION		17,137,667		15,282,207	89%		14,552,941		13,293,267	91%
UTILITES ENGINEERING		1,478,276		1,272,568	86%		1,481,747		1,370,612	92%
STORMWATER MAINTENANCE		1,148,994		930,380	81%		1,008,364		847,361	84%
CUSTOMER RELATIONS		1,226,307		1,089,049	89%		1,369,521		1,258,553	92%
DEBT SERVICE		6,635,075		6,165,857	93%		6,420,488		5,882,728	92%
Total Expenditures	s	46,543,793	\$	39,533,086	85%	\$	42,245,296	\$	37,683,323	89%





COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for October 16, 2018 - "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM
PENN CREDIT CORPORATION	Debt Collection Services	Piggyback of City of Lakeland BID No. 1202	October 17, 2018 thru October 16, 2019
ULTIMATE BAKERY AND PASTRY	Snack Bar Concessionaire for Oceanfront Park	City RFP No. 056-2710- 16/JMA	November 1, 2018 thru October 31, 2019
ULTIMATE BAKERY AND PASTRY	Restaurant Concessionaire at The Links	City RFP No. 061-2910- 15/JMA	November 3, 2018 thru November 2, 2019

GLOBAL TRADING	Miscellaneous Uniforms to Include Embroidery and Silk Screening, Annual Supply	City BID No. 005-1412- 17/MFD	December 7, 2018 thru December 6, 2019
STRATUS INTERPRETING SERVICES	Video Remote Interpreting	City Two-Party Agreement	December 19, 2018 thru December 18, 2019
THE WAG GROUP, NATIONWIDE INTERPRETER RESOURCE	American Sign Language Interpreting Services	City Two-Party Agreement	January 1, 2019 thru December 31, 2019
INFORMATION CONSULTANTS, INC.	Laserfiche Annual Maintenance and Support	City RFQ No. 029- 1710-16/JMA	January 5, 2019 thru January 4, 2020
ZALMAN LAW, P.A.	Special Magistrate Services for Community Standards	City RFQ No. 005- 2120-18/IT	January 19, 2019 thru January 20, 2020

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT: Budgeted Funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES: Not approve renewals and require new solicitations to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Туре	Description
D	Addendum	Bid extension Request - Commission - 10-16
D	Addendum	Renewal- LASERFICHE
D	Addendum	Renewal-Magistrate
ם	Addendum	Renewal-MISCELLANEOUS UNIFORMS TO INCLUDE EMBROIDERY AND SILK SCREENING, ANNUAL SUPPLY
D	Addendum	Renewal-RESTAURANT CONESSIONAIRE AT THE LINKS GOLF COURSE
ם	Addendum	Renewal-SNACK BAR CONCESSIONAIRE SERVICES FOR OCEANFRONT PARK
D	Addendum	Renewal-AMERICAN SIGN LANGUAGE-WAG
ם	Addendum	Renewal-AMERICAN SIGN LANGUAGE- NATIONWIDE



CITY OF BOYNTON BEACH REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS October 16, 2018

REQUESTING DEPARTMENT: FINANCE

DEPARTMENT CONTACT: MARA FREDERIKSEN
TERM: October 17, 2018 thru October 16, 2019

SOURCE FOR PURCHASE: Piggyback of City of Lakeland BID No. 1202

ACCOUNT NUMBER: The appropriate account(s) will be charged at the time of release.

VENDOR(S): **PENN CREDIT CORPORATION**ANNUAL ESTIMATED EXPENDITURE: **\$70,000**

DESCRIPTION:

The City of Boynton Beach utilizes the City of Lakeland's Contract for Debt Collection Services for Utilities and Miscellaneous Receivables. This Agreement automatically renews every year unless terminated by either party The City has been using the Penn Credit agreement for delinquent utility, refuse and fire ALS accounts since 2008 and has been satisfied with their services.

The City of Lakeland competitive procurement requirements equal and/or exceed the City of Boynton Beach procurement requirements.

REQUESTING DEPARTMENT: RECREATION
DEPARTMENT CONTACT: WALLY MAJORS
TERM: November 1, 2018 thru October 31, 2019

SOURCE FOR PURCHASE: City RFP No. 056-2710-16/JMA

ACCOUNT NUMBER: N/A

VENDOR(S): **ULTIMATE BAKERY AND PASTRY** ANNUAL ESTIMATED EXPENDITURE: **N/A**

DESCRIPTION:

On November 1, 2016, City Commission approved a two-year contract with Ultimate Bakery and Pastry for snack bar concessionaire at Oceanfront Park.

The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the first one-year renewal option thru 2019.

REQUESTING DEPARTMENT: GOLF

DEPARTMENT CONTACT: **RONALD TAPPER**TERM: **November 3, 2018 thru November 2, 2019**SOURCE FOR PURCHASE: **City RFP No. 061-2910-15/JMA**

ACCOUNT NUMBER: N/A

VENDOR(S): **ULTIMATE BAKERY AND PASTRY** ANNUAL ESTIMATED EXPENDITURE: **N/A**

DESCRIPTION:

On November 3, 2015, City Commission approved a two-year contract with Ultimate Bakery and Pastry for restaurant concessionaire at the links.

The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the second one-year renewal option thru 2019.

REQUESTING DEPARTMENT: Warehouse

DEPARTMENT CONTACT: MICHAEL DAUTA

TERM: December 7, 2018 thru December 6, 2019

SOURCE FOR PURCHASE: City BID No. 005-1412-17/MFD

SOUNCE FOR FORCHASE. City bib No. 003-141

ACCOUNT NUMBER: 502-0000-141-0100

VENDOR(S): GLOBAL TRADING

ANNUAL ESTIMATED EXPENDITURE: \$40,000

DESCRIPTION:

On December 6, 2016, City Commission approved a one-year award to Global Trading for the Annual Supply of Miscellaneous Uniforms to Include Embroidery and Silk Screening.

This bid allows for two (2) additional one-year renewal periods with the same terms, conditions and pricing. Global Trading has agreed to renew the bid with the same terms, conditions and pricing for the second one (1) year term.

REQUESTING DEPARTMENT: CITY MANAGER DEPARTMENT CONTACT: DEBBIE MAJORS

TERM: December 19, 2018 thru December 18, 2019 SOURCE FOR PURCHASE: City Two-Party Agreement

ACCOUNT NUMBER: 103-2110-521-34-53
VENDOR(S): STRATUS INTERPRETING SERVICES
ANNUAL ESTIMATED EXPENDITURE: \$1500

DESCRIPTION:

On December 14, 2016, the City Manager approved a two-year contract with Stratus Interpreting Services for video remote interpreting for American Sign Language.

The Contract allows for one-year renewal options with the same prices, terms and conditions until either party elects to terminate the agreement. The vendor has agreed to renew the Contract for a one-year renewal option thru 2019.

REQUESTING DEPARTMENT: CITY MANAGER
DEPARTMENT CONTACT: DEBBIE MAJORS
TERM: January 1, 2019 thru December 31, 2019
SOURCE FOR PURCHASE: City Two-Party Agreement

ACCOUNT NUMBESR: 103-2110-521-34-53

VENDOR(S): THE WAG GROUP, NATIONWIDE INTERPRETER RESOURC, INC.

ANNUAL ESTIMATED EXPENDITURE: \$15,000 (as needed basis)

DESCRIPTION:

On December 19, 2016, the City Commission approved a one-year contract with The Wag Group and Nationwide Interpreter Resource, Inc. American Sign Language interpreting services.

The Contract allows for two (2) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the second one-year renewal option thru 2019.

REQUESTING DEPARTMENT: ITS

DEPARTMENT CONTACT: **JOHN MCNALLY** TERM: **January 5, 2019 thru January 4, 2020**

SOURCE FOR PURCHASE: City RFQ No. 029-1710-16/JMA

ACCOUNT NUMBER: 001-1510-513-46-91
VENDOR(S): INFORMATION CONSULTANTS, INC.
ANNUAL ESTIMATED EXPENDITURE: \$36,000

DESCRIPTION:

On January 6, 2016, City Commission approved a one-year award to Information Consultants, Inc. for Laserfiche annual maintenance and support.

The Contract allows for four (4) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the third one-year renewal option thru 2019.

REQUESTING DEPARTMENT: COMMUNITY STANDARDS

DEPARTMENT CONTACT: MARK WOODS
TERM: January 19, 2019 thru January 20, 2020
SOURCE FOR PURCHASE: City RFQ No. 005-2120-18/IT

ACCOUNT NUMBER: **001-2211-522-49-17**

VENDOR(S): ZALMAN LAW, P.A.

ANNUAL ESTIMATED EXPENDITURE: \$9,500

DESCRIPTION:

On January 19, 2018, City Commission approved a one-year award to Zalman Law, P.A. for special magistrate services for community standard.

The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the first one-year renewal option thru 2019.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Pierre Smith, President INFORMATION CONSULTANTS, INC. 1395 Brickell Avenue, Ste. 800 Miami, FL 33131

VIA EMAIL TRANSMITTAL TO: psmith@icons-inc.com

RFQ: LASERFICHE ANNUAL MAINTENANCE AND SUPPORT

RFQ NO. 029-1710-16/JMA

CURRENT BID TERM: JANUARY 5, 2018 THRU JANUARY 4, 2019

Dear Mr. Smith:

The current agreement term for the "LASERFICHE ANNUAL MAINTENANCE AND SUPPORT" awarded to INFORMATION CONSULTANTS, INC. expires January 4, 2019.

We have been very happy with INFORMATION CONSULTANTS, INC. service. The agreement documents allow for two (2) additional one-year extensions and we would like to extend the bid for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to triestmani@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Ilyse Triestman, Purchasing Manager at (561) 742-6322.

Sincerely,

Tim W. Howard

Assistant City Manager - Administration

Jin W. HD

cc: John McNally, ITS Director



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

RFQ:	LASERFICHE ANNUAL MAINTE	NANCE AND SUPPORT
RFQ NO.	029-1710-16/JMA	
Agreement be	etween the City of Boynton Beac	ch and INFORMATION CONSULTANTS, INC:
RFQ RENEW	AL TERM: JANUARY 5, 2019 T	HRU JANUARY 4, 2020
additio	nal one-year term.	nent under the same terms, conditions, and pricing for a following reason(s)
INFORMATIC	ON CONSULTANTS, Inc.	Pierre Smith
NAME OF CO	DMPANY	SIGNATURE
Pierre Smith		President
	EPRESENTATIVE e print)	TITLE
9/21/18		954-802-0636
DATE		(AREA CODE) TELEPHONE NUMBER
psmith@icon E-MAIL	s-inc.com	



Hilary R. Zalman, Esq. HRZ@ZalmanLawFirm.com Admitted in Florida & California

September 20, 2018

Sent Via Email to: Marmer, Eric MarmerE@bbfl.us
Finance/ Procurement Services
c/o The City of Boynton Beach

RE: Special Magistrate Services For Community Standards

Dear City Administration,

Thank you kindly for the opportunity to renew my contract as Special Magistrate in the City of Boynton Beach. I have truly enjoyed the opportunity to work with the City of Boynton Beach and its property owners in the resolution of issues. It has been an amazing opportunity and I look forward to another great year.

Please do not hesitate to contact me regarding the renewal and/or future issues that require attention.

Very Truly Yours,

Hilary R. Zalman, Esq. for Zalman Law, P.A.

cc: Mark Woods, Director of Community Standards



Finance/Procurement Services P.O. Box 310 Boynton Beach, Florida 33425-0310 Telephone No: (561) 742-6310 FAX: (561) 742-6316

September 20, 2018	
RFQ: SPECIAL MAGISTRATE SERVICES FOR C	COMMUNITY STANDARDS
RFQ.: 005-2120-18/IT	
Agreement between the City of Boynton Beach	and ZALMAN LAW, P.A.:
CONTRACT RENEWAL TERM: JANUARY 19,	2019 TO JANUARY 18, 2020
Yes, I agree to renew the existing contract additional one-year term. No, I do not wish to renew the contract for the second of	under the same terms, conditions, and pricing for an he following reason(s)
ZALMAN LAW, P.A.	
NAME OF COMPANY	SIGNATURE
HILARY ZALMAN NAME OF REPRESENTATIVE (please print)	Director
9-26-18 DATE	(AREA CODE) TELEPHONE NUMBER
HBZ @ ZALMAN LAW	FIRM, COM

E-MAIL

BID NAME:	"ANNUAL SUPPLY OF MISEMBROIDERY AND SILK	SCELLANEOUS UNIFORMS TO INCLUDE SCREENING"
BID NO.:	005-1412-17/MFD	
Contract Res	newal Period: <u>DECEMBE</u>	R 7, 2018 THROUGH DECEMEBER 6,
Agreement	between the City of Boynto	n Beach, and Global Trading Inc.;
Screen	agree to extend the existing B ning under the same Terms and hrough December 6, 2019.	id for the Annual Supply for Embroidery and Silk d Conditions for an additional year: December 7,
No, I o	do not wish to renew the agreem	ent for the following reason(s):
GLOBAL 7	/	SIGNATURE
NAME OF RI	EPRESENTATIVE e print)	TITLE
10/3 DATE	/18	(AREA CODE) TELEPHONE NUMBER

America's Gateway to the Gulfstream



Finance/Procurement Services P.O. Box 310 Boynton Beach, Florida 33425-0310 Telephone No: (561) 742-6310 FAX: (561) 742-6316

061-2910-15/JMA

September 19, 2018

RFP: RFP No.:

Agreement between the City of Boynton Beach and Ultimate Bakery and Pastry, Inc.:			
RFP RENEWAL TERM: NOVEMBER 3, 2018	3 TO NOVEMBER 2, 2019		
Yes, I agree to renew the existing contract us additional one-year term. No, I do not wish to renew the contract for the	inder the same terms, conditions, and pricing for an following reason(s)		
ULTIMATE BAKERY AND PASTRY, INC.	Locelex		
NAME OF COMPANY	SIGNATURE		
PETER TO ROCSIK NAME OF REPRESENTATIVE (please print)	DENER PRESIDENT		
SOPT. 19, 2018 DATE	SGL-305-8646 (AREA CODE) TELEPHONE NUMBER		
Patastosocakeguail.	iou,		

RESTAURANT CONCESSIONAIRE AT THE LINKS GOLF COURSE

PARK

056-2710-16/JMA



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 19, 2018

RFP:

RFP No.:

Agreement between the City of Boynton Beach and ULTIMATE BAKERY AND PASTRY, INC.:			
PROPOSAL RENEWAL TERM: NOVEMBER 1	, 2018 TO OCTOBER 31, 2019		
Yes, I agree to renew the existing bid unde additional one-year term.	r the same terms, conditions, and pricing for an		
No, I do not wish to renew the bid for the follow	ing reason(s)		
ULTIMATE BAKERY AND PASTRY, INC. NAME OF COMPANY	SIGNATURE		
PETER TO ROCSIK NAME OF REPRESENTATIVE (please print)	TITLE PRESIDERUT		
SEPT, 20, 2018 DATE	561-305-8646 (AREA CODE) TELEPHONE NUMBER		
Patartosocsik@gruciil	Com		

SNACK BAR CONCESSIONAIRE SERVICES FOR BOYNTON BEACH OCEANFRONT



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Stephen Wagmeister
The WAG Group
312 Greenbrier A
West Palm Beach, FL 33417

VIA EMAIL TRANSMITTAL TO: mrstevewag1@aol.com

AGREEMENT: AMERICAN SIGN LANGUAGE INTERPRETING SERVICES

CURRENT AGREEMENT TERM: JANUARY 1, 2018 TO DECEMBER 31, 2018

Dear Mr. Wagmeister:

The current agreement term for the "AMERICAN SIGN LANGUAGE INTERPRETING SERVICES" awarded to The WAG Group. expires December 31, 2018.

We have been very happy with The WAG Group's service. The agreement documents allow for one (1) additional one-year extensions and we would like to extend the agreement for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to triestmani@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Ilyse Triestman, Purchasing Manager at (561) 742-6322.

Sincerely,

Tim W. Howard

Assistant City Manager - Administration

In W. HD

cc: Debbie Majors, Grants & ADA Coordinator



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

E-MAIL

Coptombol 21,	2010	
Agreement:	AMERICAN SIGN LANGUA	AGE INTERPRETING SERVICES
Agreement be	etween the City of Boynton	Beach and THE WAG GROUP:
AGREEMENT	RENEWAL TERM: JANU	JARY 1, 2019 TO DECEMBER 31, 2019
	agree to renew the existing agnal one-year term.	greement under the same terms, conditions, and pricing for an
No, I do	o not wish to renew the bid for	r the following reason(s)
THE WAG GF	ROUP	Stophon Mounciston
NAME OF CC	DMPANY	Stephen Wagmeister SIGNATURE
NAME OF RE	Vagmeister PRESENTATIVE e print)	TITLE
<u>October 2,</u> DATE	2018	<u>561-410-8840 * NEW*</u> (AREA CODE) TELEPHONE NUMBER
_Thewaggrou	up@gmail.com_mrsteve	wag1@gmail.com_ * BOTH ARE NEW*



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Agreement: AMERICAN SIGN LANGUAGE INTERPRETING SERVICES

Agreement between the City of Boynton Beach and Nationwide Interpreter Resource, Inc.:

AGREEMENT RENEWAL TERM: JANUARY 1, 2019 TO DECEMBER 31, 2019

XYes, I agree to renew the existing agree additional one-year term.	Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for ar additional one-year term.		
No, I do not wish to renew the bid for the	ne following reason(s)		
Nationwide Interpreter Resource, Inc.			
NAME OF COMPANY	SIGNATURE		
June Backer	President		
NAME OF REPRESENTATIVE (please print)	TITLE		
9/21/18	561-362-0594		
DATE	(AREA CODE) TELEPHONE NUMBER		
NationwideInterpreterResource@gmail.com	m		
E-MAIL	<u>-</u>		



COMMISSION MEETING DATE: 10/16/2018

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

EXPLANATION OF REQUEST: Outside counsel has not provided all September 2018 invoices to Risk Management and therefore the some may be included next month.

Grant Amount:
Is this a grant? No
CLIMATE ACTION DISCUSSION:
CLIMATE ACTION: No
STRATEGIC PLAN APPLICATION:
STRATEGIC PLAN:
ALTERNATIVES: none
FISCAL IMPACT: Budgeted
HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a
Management and therefore the some may be included next month.

ATTACHMENTS:

	Туре	Description
D	Attachment	Summary Goren General Sept
ם	Attachment	Goren Cherof Doody & Ezrol September 2018 Invoices
D	Attachment	Summary Goren Risk Sept
ם	Attachment	Goren Cherof Doody & Ezrol Risk Litigation Invoices September 2018
D	Attachment	Summary outside counsel Risk Sept
D	Attachment	Other Counsel September 2018 Invoices

Goren, Cherof, Doody & Ezrol, P.A. - September 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	152.7 Hours	17,500.00
Labor-general		1,670.10
Red light camera		6,946.15
Special Fire Assessment		615.00
Unsecured Creditors of Tribune		0.00
Memorial Park Replat		0.00
Litigation		8,309.50
Model Block Right of Way		0.00
Executive Est of BB Homeowners Assn		143.50
Olen Properties Corp		0.00
adv Howell, Jeannett vs Deutsche Bank		0.00
Ryan, Ronald EEOC charge		0.00
adv. Secured Holdings, Inc.		0.00
adv Federal Natl Mortgage (Cleveland, D	arren)	0.00
Predelus, Love (HUD Complaint)		1,271.50
adv JP Morgan Chase Bank (Barnes Potte	er)	0.00
Po Ying Sem, Trustee (Stanley, Edmund)		0.00
Purchase of Trop Breeze Est Utility Syste	m	246.00
Paradise Bank (Sefton, Howard & Beth)		0.00
Secured Holdings		0.00
Brescia, Brandon, EEOC Complaint		1,008.70
Town Square		7,703.11
Purchase of Parry Village Util Syst		0.00
US Bank Natl Assoc(Demore, Julie)		61.50
Sale to JKM, North		179.20
Sale to JKM, Central		2,322.49
Melo, Vinicius (Labor/Arbitration)		3,485.00
Sale to Habitat for Humanity		0.00
Sale to CDC		0.00
Costas, Ivan Daniel (Firearms Petition)		2,673.10
Sale to JKM, South		2,324.30
Purchase of Col Est Utility System		0.00
TOTAL General Legal Costs-September 2018		56,459.15

GOREN, CHEROF, DOODY & EZROL, P.A. Attorneys at Law 3099 East Commercial Boulevard Suite 200 Fort Lauderdale, Florida 33308 Telephone (954) 771-4500

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10/02/2018

306-0005370

22301

ACCOUNT NO: STATEMENT NO:

Attn: Lynn Swanson

Special Fire Assessment

CITY OF BOYNTON BEACH

Boynton Beach FL 33425

100 East Boynton Beach Boulevard

09/04/2018	MDC	Continue preparing annual resolution, forwar	d to City fo	r review.	HOURS 0.30	
09/06/2018	MDC	Review status of resolution, processing for 9/11 hearing; review and provide comments on agenda memo.			0.50	
09/07/2018	JAC	Annual review of adoption checklist; review remeeting. FOR CURRENT SERVICES RENDERED	nethodolog	y issue for special	2.20 3.00	615.00
	JAME	RECAPITUI <u>KEEPER</u> S A. CHEROF AEL D. CIRULLO		4-00.00	TOTAL \$451.00 164.00	
		TOTAL CURRENT WORK				615.00
		BALANCE DUE				\$615.00

GOREN, CHEROF, DOODY & EZROL, P.A. Attorneys at Law 3099 East Commercial Boulevard Suite 200 Fort Lauderdale, Florida 33308 Telephone (954) 771-4500

Page: 1

ACCOUNT NO:

10/02/2018 306-0603180

STATEMENT NO:

22302

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

Attn: Lynn Swanson

LABOR - General

09/07/2018	SHB	Follow up with Oldbury re: discipline and criminal history matters.	HOURS 0.30		
09/10/2018	SHB	Review various pending discipline matters. Telephone conference wit Oldbury, Goodrich, and Swanson.	h 1.00		
09/11/2018	SHB	Meeting at City Hall re: various pending employment matters.	1.00		
09/13/2018	SHB	Telephone conference with Oldbury re: pending matters. Telephone conference with Goodrich re: pending matters.	0.60		
09/14/2018	SHB	Meeting with Goodrich re: pending matters.	0.30		
09/18/2018	SHB JFK	Follow up with City staff re: various pre-d conferences and pending employment matters. Correspondence re: DROP benefits.	0.60 0.20		
09/19/2018	SHB	Follow up with Oldbury and Goodrich re: Moyse and other pending employment matters.	1.00		
09/20/2018	SHB	Follow up re: various pending employment and pre-d matters.	0.40		
09/21/2018	SHB	Receive and review FCHR response. Various discussions with Oldbur	y. 2.00		
09/25/2018	SHB	Discuss medical marijuana matters with JAC and Oldbury. FOR CURRENT SERVICES RENDERED	0.60 8.00	1,640.00	
RECAPITULATION					
	TIMEKEEPERHOURSHOURLY RATEJULIE F. KLAHR0.20\$205.00SHANA H. BRIDGEMAN7.80205.00		.00 \$41.00		

Photocopies TOTAL EXPENSES THRU 09/30/2018 30.10 30.10 CITY OF BOYNTON BEACH

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-0603180 22302

LABOR - General

TOTAL CURRENT WORK

1,670.10

BALANCE DUE

\$1,670.10

GOREN, CHEROF, DOODY & EZROL, P.A. Attorneys at Law 3099 East Commercial Boulevard Suite 200 Fort Lauderdale, Florida 33308 Telephone (954) 771-4500

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

ACCOUNT NO: STATEMENT NO:

Page: 1 10/02/2018 306-0806020 22303

Attn: Lynn Swanson

Red Light Cameras

09/04/2018	SHB	Prepare and file notices of intent to rely on busine	ess reco	ords for use at trial.	HOURS 4.00	
09/05/2018	SHB	Prepare and file notices of intent to rely on busine	ess recc	ords for use at trial.	4.30	
09/06/2018	SHB	Prepare and file notices of intent to rely on busine	ss reco	ords for use at trial.	3.00	
09/12/2018	SHB	Prepare and file notices of intent to rely on busine	3.00			
09/14/2018	SHB	Prepare and file notices of intent to rely on busine	ess recc	ords for use at trial.	2.50	
09/18/2018	SHB	Prepare and file notices of intent to rely on busine	ess reco	ords for use at trial.	2.50	
09/25/2018	SHB	Prep for Damico settlement hearings and trials. F payments. Various correspondence with attorney Prepare and file notices of intent to rely on business.	Larami	e Thompson.	4.40	
09/26/2018	MDC SHB	hearings. Attend Damico plea conference at Delray courthouse. Discuss program			0.50	
		status with MDC and JAC. Follow up with attorne settlement payment.	y Laram	ile i nompson re:	4.00	
09/27/2018	SHB	Prepare and file notices of intent to rely on busine	ss reco	rds for use at trial.	2.00	
09/28/2018	SHB	Prepare and file notices of intent to rely on busine	ss reco	rds for use at trial.	3.60	
		FOR CURRENT SERVICES RENDERED			33.80	6,929.00
		RECADITI II ATI)N			
RECAPITULATION TIMEKEEPER HOURS HOURLY RATE TOTAL					TOTAL	
	MICHAEL D. CIRULLO 0.50 \$205.00 SHANA H. BRIDGEMAN 33.30 205.00			\$102.50		
			•	6,826.50		

Photocopies
TOTAL EXPENSES THRU 09/30/2018

 $\frac{17.15}{17.15}$

ACCOUNT NO: STATEMENT NO: Page: 2 10/02/2018 306-0806020 22303

Red Light Cameras

TOTAL CURRENT WORK

6,946.15

BALANCE DUE

\$6,946.15

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

10/02/2018 ACCOUNT NO:

STATEMENT NO:

306-9001821 22304

Page: 1

Attn: Lynn Swanson

00/0//00/0			HOURS
09/04/2018	SMS DNT JAC	regarding personal property use tax	3.20 0.30 5.50
09/05/2018	JAC	Agenda review; research re procurement issues and tow contracts; follow up on School Board Security Agreement issues; Town Square Design Build contract review.	5.30
09/06/2018	SHB	Follow up re: various PRR matters.	0.60
	RAA RAA	Receive voluminous correspondence history and begin reviewing same re: public records request; Confer with Attorney Bridgeman re: same. Begin review and analyze voluminous correspondence history potentially	2.50
	JAC	responsive to public records request; Review and analyze applicable statute re: exemption. Onsite; prepare for, attend and follow up 1st budget hearing and regular	1.60
	0, 10	commission meeting; follow up on school security agreement	5.20
09/07/2018	SHB	Telephone conferences with Woods re: Chronic Nuisance matters at Homing Inn; receive and review various correspondence re: status of property.	
	IS	Follow up with Swanson re: standard City contract matters. Attend meeting with CM, Code and BB PD re: noise ordinance	1.60 3.60
	JAC	Follow up research re Code of Ethics and related ordinance; review procurement code issue.	1.20
09/10/2018	JAC	Onsite office hours and agenda review; review replat vs. abandonment	6.00
	RAA	options; review Wright trespass options; call with TD and RA re same. Receive/review correspondences re: protestor's threatening conduct; Review, analyze and summarize numerous federal cases re: Due Process and First Amendment protections; Confer with Attorneys Cherof and	6.20
		DeCarlo re: same.	7.50

Page: 2 10/02/2018 306-9001821 22304

ACCOUNT NO: STATEMENT NO:

			HOURS
09/11/2018	RAA	Additional review of case law re: first amendment application to trespassing on public land; Draft memorandum of law re: legal analysis and conclusions; Draft warning letter to individual re: allegation of threatening conduct on public land; Telephone conference calls with Parks Director and director of youth football program; Confer with Attorneys Cherof and DeCarlo re: same; Receive/review correspondence from City staff re: ADA	
	JAC	request for accommodation and evaluate response. Onsite office hours; review pending matters; prepare for and attend special meeting-fire assessment and abandonment; conference at PCC COE with	5.90
	SHB	Bannon re draft board member ordinance. Review and approve agenda items.	8.20 0.20
09/12/2018	SHB	MOV: Michael Wilson - Follow up re status of violation payment. Follow up with DeGiulio re FAU mutual aid agreement.	
	RAA	Follow up with staff re: public records request policy. Continue review and analysis of voluminous email records potentially responsive to public records request and identify nonresponsive and	1.60
	JAC	exempt records; Confer with Attorney Bridgeman re: same. Review and prep for Commission meeting; review vacancy related issue; review procurement issue.	4.80
		Review 2nd tier notice-Dept of Health utilities issue-research re same; assignment review and office administration.	2.40
09/13/2018	SMS RAA	,	0.90
	DNT		4.80
	JAC	antenna ordinance. Onsite review-assignments and status; conference with RA re pending BB tort defense issues; prepare for and attend special meeting-public hearing	0.70
09/14/2018	RAA	fire assessment; review Boynton Strong issues and park use restrictions.	4.50
	DNT	Correspondence re: request for review of Gold Coast Band agreement.	5.70
	JAC	Rumpf re: revisions to HAM radio tower ordinance. Review dog abuse case with BS; agenda review and prepare for final	0.80
		budget hearings.	2.60

ACCOUNT NO: STATEMENT NO:

Page: 3 10/02/2018 306-9001821 22304

	SHB	Chronic Nuisance Review Team: Meeting at City Hal. Discuss nuisance properties.	HOURS
		Code - follow up with Michael Weiner re: lien reduction matters.	3.50
09/16/2018	RAA	Correspondence to City Clerk's office re: response to public records request.	0.20
09/17/2018	RAA DNT JAC	Correspondence from and follow up telephone call with City Clerk staff re: public records request responsive emails. Telephone call with Mike Rumpf re: HAM Radio Antenna ordinance. Onsite office hours-review mail and memos; review pending assignments and distribution; conference with clerk re misc notice and agenda issues; preparation re budget hearings; review sober home correspondence and issue; review Oyer issue re board attendance; revise board member draft; review water quality issue and letter; review procurement and chronic nuisance issues.	0.30 0.30 5.70
	SHB	Discuss magistrate contract matters with Woods. Review and revise contract.	1.00
09/18/2018	SHB RAA SMS JAC DNT	Meeting with JAC to discuss pending matters. Various correspondence with City re: PRR and code matters. Follow up re: artist agreement matters. Confer with Attorney Cherof re: update on trespass warning letter. review of Gold Coast Band facility use agreement Review and prepare for Commission meeting; review vacancy related issue; review procurement issue. Coordinate review and approval of Chapter 13 revisions for wireless communication facilities.	3.00 0.20 0.80 1.70
09/19/2018	SMS DNT SHB	review of lease for police offices 500 Ocean; Review status of Wireless Communication Ordinance for 9/20 agenda. Drafting and revision: various artist agreements and lease agreements; follow up with Coles-Dobay.	2.60 0.60 2.50
09/20/2018	SMS RAA DNT JAC SHB	Review email from city manager re: noise ordinance concern - respond to same in effort to coordinate dates for meeting on same review of PD lease for crime prevention unit at 500 Ocean Correspondence with City Clerk staff re: requested redactions to public records request response. Coordinate status of HAM Radio and Antenna ordinance; coordinate continuance of wireless communication facility ordinance. On site office administration; prepare for and attend Commission meeting and final budget hearing; post budget notes; post annual fire assessment notes and review re next year methodology review. Draft agreement for land use for art exhibits; follow up with Coles-Dobay.	0.20 2.20 0.20 0.60 6.40 1.00
09/21/2018	JAC	Preparation re Commission vacancy issues; review agenda issues; call with LS re documents and assignments; review; review FCHR/Fire department issue and status; review gun claim issue with BS.	3.50
09/24/2018	IS	Review email re: noise ordinance - teleconference with city staff re: same - complete noise ordinance revision per city comment and send same back to city for review/final comment	1.10

ACCOUNT NO: STATEMENT NO:

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	14.0		HOURS	
	JAC	On site; review mail/memos; review agenda items; conference with Commissioner re board member communications/restrictions.	7.40	
	SHB	Review wireless ordinance revisions; review legal description issue and discuss with Lynn Swanson. Follow up with City staff re: PRR matters. Telephone conference with Attorney Myles Schlam re: pending code matter. Discuss pet store ordinance with Laverriere; transmit draft ordinance to Laverriere, Woods,	0.50	
		Pierre, and Roehrich for review.	2.50	
09/25/2018	SMS RAA JAC	Attend Planning and Zoning Board meeting. Agenda review, review HUD related issues and updates; review procurement issue; conference with TD and RA re accessibility and City	0.90 3.50	
		web site issues.	2.50	
09/26/2018	JAC	Tort defense file review; conference with Ryan Abrams Re Gill records demand.	4.40	
09/27/2018	DNT	Attend meeting at city hall with Mike Rumpf and Katie Hatcher to review wireless communication ordinance; telephone call with Janna Lhota re: wireless communication ordinance; revise wireless communication ordinance.	2.00	
		ordinance.	2.00	
09/28/2018	SMS RAA	The state of great court and great and and a great and	0.60	
	SHB	Review and analyze invitation to bid for Microsoft products. Code case 18-132 - Review statute, code file and proof of service; follow up	2.20	
	0115	with attorney Schlam.	0.60	
		FOR CURRENT SERVICES RENDERED	152.70	17,500.00
		TOTAL CURRENT WORK		17,500.00
		BALANCE DUE		\$17,500.00

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

ACCOUNT NO: STATEMENT NO:

Page: 1 10/03/2018 306-9904950 22306

Attn: Lynn Swanson

Litigation Miscellaneous

		HOURS
09/04/2018 SHB BJS	Correspondence to Detective Joseph re: potential RPO against Lisa Barreca. Telephone conference with Detective Joseph. Joseph stated RPO not possible; Barreca has left the state and moved to Ohio. Draft Memorandum in Opposition to Motion to Return Property, telephone call with Chief Gregory and follow up re: return of firearms, follow up re:	0.60
	Petition for Seizure re: Dogs	3.50
09/05/2018 BJS	Telephone call with Scott Harris re: Forfeitures and follow up	0.30
09/11/2018 BJS	Review draft memorandum re: Forfeitures and provide feedback to Scott	
TAD	Harris, telephone call re: Return of Firearm/follow up Receipt and review of SIR (Kimball)	0.60 0.20
09/12/2018 BJS	Telephone call with Tatian Martin, follow up with JA re: Petition for Removal of Animals, review Notice of Filing, review subpoenas, telephone call with Liz Roehrich, meeting with MDC, telephone call with Merchi Fernandez re:	
MDC TAD	Return of Firearms	2.30 0.30
JAC	police chief and risk manager re: claims. Review gun taking issues; discuss process and options; review Garber case status and strategy.	4.80 1.20
09/13/2018 BJS	Review and revise draft Order re: Return of Firearms (Barraca), draft Notice of Business Records and follow up re: Witness Availability re: Thomas, review evidentiary matters, telephone call with City Staff, follow up re: witness availability, draft transmittal correspondence re: Order/Barraca	2.20
09/14/2018 MDC	the state of the s	
BJS	order. Telephone call with Liz Roehrich re: Settlement/Petition, follow up with JAC, review correspondence re: Relinquishment of Animals	0.40 0.80
09/17/2018 BJS	Review Voluntarily Dismissal, review Notice of Cancellation, draft update correspondence to City Staff re: City adv. Thomas, draft update correspondence to Palm Beach COunty Attorney's office, and phone call with civilian witnesses	1.20

Page: 2 10/03/2018 306-9904950 22306

ACCOUNT NO: STATEMENT NO:

Litigation Miscellaneous

			HOURS
09/19/2018	BJS	Draft follow up correspondence re: Seizure of Animals	0.20
	BJS RAA	Review two requests for return of firearms/property, and all necessary follow up Review policy manuals published by justice department re: ADA website accessibility; Meet with City ADA Coordinator re: request for accommodation; Meet with website official from City information technology re: same; Discuss with City of Hialeah staff attorney re: similar request and actions taken; Meeting with City Officials re: options for addressing request for accommodation and general issues re: website accessibility, and draft memorandum re: same.	0.80 5.20
09/21/2018	RAA	Confer with Attorney DeCarlo re: preparation for pending litigation matters and trial preparation; Confer with Attorneys Cherof and DeCarlo re: response to request for website accessibility; Research statutes and regulations on posting of budgets on website re: request for website accessibility.	2.80
	BJS	Telephone call with Franklin Prince re: return of firearm with follow up legal research, meeting with DNT re: 1102 N. Federal Highway, follow up with Dan Cline	1.50
09/23/2018	BJS	Review correspondence and follow up re: 1102 N. Federal Highway with instructions from DNT	0.30
09/24/2018	BJS	Review new forfeiture, review reports, and telephone call with Scott Harris, review draft forfeiture memorandum, draft correspondence and follow up re: Return of Air Pellet Gun	1.20
	BJS RAA	Review correspondence and continued legal research re: Return of Air Rifle Review and analyze case law re: website accessibility under Americans with Disabilities Act; Draft letter in response to request for accommodation; Review City policy and search ordinances and regulations; Telephone discussion with City of Hialeah assistant city attorney re: response to website accessibility request; Confer with Attorneys Cherof and DeCarlo re: response.	0.40 4.40
	BJS RAA	Telephone call and follow up re: Franklin Prince/Return of Pellet Gun, review of agreed order, review and revise draft memorandum re: Forfeiture re:: Rahming with telephone call with Scot Harris Draft revised letter in response to request for website accessibility accommodation and confer with Attorney Cherof re: same; Telephone conference call with ADA coordinator re: same; Receive/review follow up correspondence from ADA coordinator and attached transition plan.	1.20
	BJS RAA	Draft and review re: Rahming re: Motion for Probable Cause Order, with follow up Meetings with City Manager and Assistant City Manager re: removal of documents from website.	1.00 0.70
09/30/2018	BJS	Reveiw and revise draft Motion for Probable Cause re: RAHMING and follow up, follow up re: Air Gun	0.80

ACCOUNT NO: STATEMENT NO: Page: 3 10/03/2018 306-9904950 22306

Litigation Miscellaneous

FOR CURRENT SERVICES RE	NDERED	HOURS 40.50	8,302.50
	RECAPITULATION		
EKEEPER ES A CHEROE	HOURS HOURLY RATE	<u>TOTAL</u>	

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.20	\$205.00	\$246.00
MICHAEL D. CIRULLO	0.70	205.00	143.50
RYAN A. ABRAMS	14.70	205.00	3,013.50
SHANA H. BRIDGEMAN	0.60	205.00	123.00
BRIAN J. SHERMAN	18.30	205.00	3,751.50
TRACEY A. DECARLO	5.00	205.00	1,025.00

 Photocopies
 7.00

 TOTAL EXPENSES THRU 09/30/2018
 7.00

 TOTAL CURRENT WORK
 8,309.50

 BALANCE DUE
 \$8,309.50

Page: 1

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

ACCOUNT NO:

10/02/2018 306-9905001

STATEMENT NO:

22306

Attn: Lynn Swanson

adv. Executive Estates of BB Homeowner's Assn. (Dwork, Jonathan Mitchell), 154 Orange Drive, BB

BALANCE DUE

						HOURS	
09/04/2018	SHB	Review file ,court docket, and hupcoming mediation.	nistorical plead	dings re: status o	f case and	0.70	
		FOR CURRENT SERVICES R	ENDERED			0.70	143.50
		KEEPER NA H. BRIDGEMAN	RECAPITUL	ATION HOURS HOU 0.70	JRLY RATE \$205.00	<u>TOTAL</u> \$143.50	
		TOTAL CURRENT WORK					143.50

<u>\$143.50</u>

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10/02/2018

ACCOUNT NO:

306-9905247

STATEMENT NO:

22307

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

Attn: Lynn Swanson

Purchase of Tropical Breeze Estates Utility System

09/21/2018	DNT	Telephone call with Michael Low re: Tropical Breeze letters and agreements; telephone call with Allison Hertz re: Tropical Breeze letters and agreements.		HOURS	
			tters and	0.60	
09/28/2018	DNT	Review status of documents; telephone call with Michael Low and I Conroy re: execution of documents.	Barb	0.60	
		FOR CURRENT SERVICES RENDERED		1.20	246.00
		RECAPITULATION			
		KEEPER HOURS HOURLY D.N. TOLCES 1.20 \$2	RATE 205.00	<u>TOTAL</u> \$246.00	
		TOTAL CURRENT WORK			246.00
		BALANCE DUE			\$246.00

GOREN, CHEROF, DOODY & EZROL, P.A. Attorneys at Law 3099 East Commercial Boulevard Suite 200 Fort Lauderdale, Florida 33308

Fort Lauderdale, Florida 3330 Telephone (954) 771-4500

ACCOUNT NO:

Page: 1 10/02/2018 306-9905263

STATEMENT NO:

22308

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

Attn: Lynn Swanson

Town Square Development

09/04/2018	RLL	Follow up with client regarding abandonment of portion of NE 1st Avenue	HOURS
		through ordinance; further work to prepare seller documents for sale to JKM.	2.50
	DJD	Address status of abandonment of N.E. 1st Avenue. Address status of DBIA form 530 with Haskell regarding DES and utilities	0.30
		sites.	0.40
09/05/2018	RLL	Review post-closing title update; meet with DJD to review final owner's title insurance policy and endorsements; further work to prepare seller	
	DJD	documents for sale of south parcel to JKM. Revise Leasehold title policies; review recorded documents.	2.20 1.80
09/06/2018	DJD	Review and revise DBIA 530 with Haskell; review emails.	1.20
09/07/2018	SMS	review of comparison DBIA without the utilities; correspondences regarding lien release for straticon; review of all rights letter and lien releases for who	
	DJD	can execute; call with surety regarding execution of the all rights letter Review title policy.	1.60 0.80
	JAC	Review transaction status and DB contract status.	1.80
09/10/2018	SMS	review of DBIA 530 agreements for consistency; review and research of abandonment issue for road for JKM; correspondences with staff regarding	
	RLL	530; meeting regarding abandonment issues Review letter from Florida Florida Department of Transportation regarding road reservation on City Hall/Library parcel; further work to finalize owner's	3.40
	DJD	title insurance policy. Review title policy; revise title policy; address abandonment.	0.50 1.60
09/11/2018	RLL	Finalize seller documents for south parcel to be sold to JKM and forward to	1.00
00/11/2010		counsel for JKM; prepare closing binder of City documents signed at bond closing.	1.50
	SMS	correspondences and review regarding DBIA 530 with HAskell for DES;	
00/40/0040	DI.I	review of JKM waiver of closing contingencies	0.50
09/12/2018	RLL	Review revised legal description for central JKM parcel received for surveyor and request explanation for change; forward to legal description to JKM counsel for review; work with DJD to have leasehold policy and endorsements signed; prepare transmittal letter for policy to counsel for	

Page: 2 10/02/2018 ACCOUNT NO: 306-9905263 22308

STATEMENT NO:

Town Square Development

	DJD JAC	CFP. Review, revise and finalize Leasehold Interest Policy. Review parcel 3 survey issue and review purchase/sale document statu	HOURS 1.00 1.20 us. 1.20	
09/13/2018	RLL	Review comments to seller documents for south parcel from buyer's counsel; review seller's certificate prepared by buyer's counsel for soutl and central parcel; review revised title commitment for central parcel; b preparation of seller documents for central parcel.		
09/14/2018	JAC	Review DB contracts-revisions; review closing related documents.	1.70	
09/18/2018	SMS	correspondences regarding DBIA 530 for DES; review of DES 530 for I	DES;	
	JAC	drafting of amendment to lease agreement for library space Review closing documents and agreement; prepare re closing; confere	2.00	
	DJD	with DJD re same; review BD contracts. Address issue with CRA lease; review email from Dan Nelson re:	3.50	
	505	investment of bond proceeds.	1.30	
09/19/2018	SMS		0.30	
	DJD	Receipt and review of email; re: Builder's Risk Policies; address amendment to Lease with CRA.	0.50	
09/24/2018	SMS	review of correspondences and lease for 2045 regarding HVAC service review of updated library lease and correspondences regarding insuran premium		
09/25/2018	SMS			
	DJD	HVAC assurances Follow up on CRA lease Re: 115 N Federal Highway, insurance issue.	0.80 0.30	
09/26/2018	SMS	review of correspondences and contract regarding amendment consent assignment of PD lease and HVAC; review first amendment to lease are insurance for email to city regarding changes	t and nd 0.60	
09/27/2018	SMS	review of first amendment, master lease, and assignment of lease for P space regarding HVAC; meeting regarding assignment, master lease, a first amendment; review of correspondences regarding damage to the HVAC; research regarding remaining liability of assignor after assignment.	and	
	DJD	call with public works regarding report of damage to the HVAC Review Terms of lease and assignment re: AC issues at Police Station.	2.30	
		FOR CURRENT SERVICES RENDERED	40.80	7,588.00
		RECAPITULATION		
	JAME D.J. D SEAN	KEEPER HOURS HOURLY RAT IS A. CHEROF 8.20 \$205.0 DOODY 10.00 205.0 IM. SWARTZ 12.90 205.0 IEL L LEACH 9.70 125.0	\$1,681.00 0 2,050.00 0 2,644.50	

ACCOUNT NO: STATEMENT NO: Page: 3 10/02/2018 306-9905263 22308

Town Square Development

	Photocopies TOTAL EXPENSES THRU 09/30/2018	94.85 94.85
09/13/2018	Federal Express - Invoice 6-317-89652	20.26 20.26
	TOTAL ADVANCES THRU 09/30/2018	20.26
	TOTAL CURRENT WORK	7,703.11
	BALANCE DUE	\$7,703.11

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10/02/2018

ACCOUNT NO:

306-9905275

STATEMENT NO:

22309

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

Attn: Lynn Swanson

adv. Predelus, Love (HUD Complaint)

09/12/2018	SHB JAC	Follow up with City staff re: settler Review revised draft and SB nota global search re housing-reference	tions; call to LL re sam	ne (LM) update	HOURS 1.00 0.80	
09/14/2018	SHB		Meeting at City Hall with staff re: conciliation agreement. Revise agreement and transmit comments and changes to investigator Lenson.			
09/21/2018	JAC	Review tele conference issues with FOR CURRENT SERVICES REN			0.30 6.10	1,250.50
	JAME	KEEPER ES A. CHEROF VA H. BRIDGEMAN	RECAPITULATION HOURS 1.10 5.00	HOURLY RATE \$205.00 205.00	TOTAL \$225.50 1,025.00	
		Photocopies TOTAL EXPENSES THRU 09/30/	/2018			21.00 21.00
		TOTAL CURRENT WORK				1,271.50
		BALANCE DUE				\$1,271.50

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10/02/2018

ACCOUNT NO:

306-9905314

STATEMENT NO:

22310

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

Attn: Lynn Swanson

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

Ann, et. al.)

09/11/2018 SHB Receive and review stipulation; follow up with opposing counsel.

FOR CURRENT SERVICES RENDERED

HOURS

0.30

61.50

RECAPITULATION

TIMEKEEPERHOURSHOURLY RATETOTALSHANA H. BRIDGEMAN0.30\$205.00\$61.50

TOTAL CURRENT WORK

61.50

BALANCE DUE

\$61.50

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10/02/2018

ACCOUNT NO:

306-9905344

STATEMENT NO:

22311

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

Attn: Lynn Swanson

Brescia, Brandon (EEOC Complaint)

09/14/2018	SHB	Assist Oldbury with response to 0	Complaint.		HOURS 1.00	
09/19/2018	SHB	Receive and review discrimination Oldbury.	n complaint response; f	ollow up with	1.10	
09/21/2018	SHB	Receive and review FCHR respon	nse. Follow up with Oldl	bury.	2.00	
	TAD	Receipt and review of correspond FOR CURRENT SERVICES REM		response to claim.	<u>0.80</u> 4.90	1,004.50
		F	RECAPITULATION			
	TIMEKEEPER SHANA H. BRIDGEMAN TRACEY A. DECARLO			HOURLY RATE \$205.00 205.00	TOTAL \$840.50 164.00	
		Photocopies TOTAL EXPENSES THRU 09/30)/2018			4.20 4.20
		TOTAL CURRENT WORK				1,008.70
		BALANCE DUE				\$1,008.70

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

ACCOUNT NO:

Page: 1 10/02/2018 306-9905346

STATEMENT NO:

22312

Attn: Lynn Swanson

v. Costas, Ivan Daniel, Jr. (Firearms Petition)

Photocopies

TOTAL EXPENSES THRU 09/30/2018

09/04/2018	CLD	Receipt and review of court's Order canceling	the 9/05 72 br l	negrina:	HOURS	
00/0 112010	OLD	drafted email to advise PD and to notify Resp		learing,	0.30	
09/07/2018	CLD	Began preparing trial binder for 9/11/18 Final compiled supporting documents; drafted ematrial; coordinated phone conference re: same	il to PD re: items	s needed for	0.50	
		prep.			3.50	
09/10/2018	MDC	the state of the state of the paration is			0.20	
	SHB	Prep for trial. Various telephone conference of	alls with witness	es.	2.00	
09/11/2018 CLD Phone calls to IT division of Palm Beach County courthouse re: available video equipment; email from judicial assistant to arrange for equipment; follow up phone call with judicial assistant re: same; conferred with SHB.			quipment;	0.50		
	MDC		same, conferred r. confer with SH	i with SMB. IR	0.50 0.50	
	SHB	Meeting at PD with officers - final trial prep. Attended trial at Gun Club courthouse. Receive and review final order; discuss with MDC. Various				
		correspondence with City re: final order.			6.50	
09/13/2018	CLD	Receipt of Order granting RPO; integrated int calendars for 60-day follow ups with the Resp	o electronic file; ondent.	updated	0.30	
		FOR CURRENT SERVICES RENDERED			13.80	2,461.00
					10.00	_,
	TIME	RECAPITUL				
		KEEPER AEL D. CIRULLO	HOURS HOU		TOTAL	
		ALL D. CIROLLO IA H. BRIDGEMAN	0.70 8.50	\$205.00 205.00	\$143.50 1,742.50	
		HIA L. DUNN	4.60	125.00	575.00	

107.10

107.10

ACCOUNT NO:

Page: 2 10/02/2018 306-9905346

STATEMENT NO:

22312

v. Costas, Ivan Daniel, Jr. (Firearms Petition)

09/18/2018

Prestige Reporting Service - Invoice 18-49107

105.00 105.00

TOTAL ADVANCES THRU 09/30/2018

105.00

TOTAL CURRENT WORK

2,673.10

BALANCE DUE

\$2,673.10

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

ACCOUNT NO: STATEMENT NO:

Page: 1 10/02/2018 306-9905348 22313

Attn: Lynn Swanson

Sale to JKM BTS North, LLC

09/27/2018	RLL	Beach County regarding release	Florida Department of Revenue and Palm e of road right of way; prepare transmittal to Protection Agency regarding release of road ENDERED	HOURS 1.40 1.40	175.00
		KEEPER HEL L LEACH	RECAPITULATION HOURS 1.40 HOURLY RATE 1.40 \$125.00	<u>TOTAL</u> \$175.00	
		Photocopies TOTAL EXPENSES THRU 09/3	30/2018		4.20 4.20
		TOTAL CURRENT WORK			179.20
		BALANCE DUE			\$179.20

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

ACCOUNT NO: STATEMENT NO: Page: 1 10/02/2018 306-9905349 22314

Attn: Lynn Swanson

Sale to JKM BTS Central, LLC

09/05/2018	DJD	Review and revise seller documents.	HOURS 0.50	
09/10/2018	DJD	Telephone call with Michele Jessell; receipt of notice to close; review file and documents.	0.90	
09/11/2018	DJD	Prepare for closing on two of three sections.	0.80	
09/12/2018	DJD	Prepare for closing; address status of seller documents and revised legal description.	0.70	
09/13/2018	DJD	Review documents; prepare for closing.	0.70	
09/14/2018	RLL DJD	Prepare Certificate of Resolution; transmittal of seller documents to buyer's counsel for review. Revise seller documents.	0.80 0.40	
09/17/2018	RLL	Review buyer's counsel's requested revisions to seller document; review seller documents with DJD and make revisions to seller documents; request closing statement from buyer's counsel; contact City to coordinate Mayor's signature on documents. Prepare for closing; review revisions to document.	1.00 1.70	
09/18/2018	RLL	Telephone call and several email communications with buyer's counsel regarding approval of seller documents and request for closing statement; review proposed closing statement with DJD and transmit to client for comments; revise seller's certificate; coordinate signing of documents with Lynn Swanson; review signed seller documents. Process closing; review final documents; review closing statement.	1.30 2.10	
09/19/2018	RLL DJD	Prepare transmittal of original documents to buyer's counsel. Process closing documents.	0.40 0.70	
09/20/2018	DJD	Finalize closing.	0.40	
09/27/2018	RLL	Organize signed documents in file. FOR CURRENT SERVICES RENDERED	0.30 12.70	2,299.50

ACCOUNT NO:

TOTAL

Page: 2 10/02/2018 306-9905349

STATEMENT NO:

6-9905349 22314

Sale to JKM BTS Central, LLC

TIMEKEEPER

RECAPITULATION

D.J. DOODY	8.90	\$205.00	\$1,824.50	
RACHEL L LEACH	3.80	125.00	475.00	
Photocopies TOTAL EXPENSES THRU 09/30/2018				12.25 12.25

HOURS HOURLY RATE

09/19/2018 Federal Express - Invoice 6-317-89652 10.74

TOTAL ADVANCES THRU 09/30/2018 10.74

TOTAL CURRENT WORK 2,322.49

BALANCE DUE \$2,322.49

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

ACCOUNT NO: STATEMENT NO:

Page: 1 10/02/2018 306-9905350 22315

Attn: Lynn Swanson

Sale to JKM BTS South, LLC

09/05/2018	DJD	Review and revise seller documents.	HOURS 0.50	
09/10/2018	DJD	Telephone call with Michele Jessell; receipt of notice to close; review file and documents.	0.80	
09/11/2018	DJD	Prepare for closing on two of three sections.	0.80	
09/12/2018	DJD	Prepare for closing; address status of seller documents and revised legal description.	0.70	
09/13/2018	DJD	Review documents; prepare for closing.	0.70	
09/14/2018	RLL DJD	Prepare Certificate of Resolution; transmit revised seller's documents to buyer's counsel. Revise seller documents.	0.80 0.40	
09/17/2018	RLL	Revise Deed to include release of reverter language; review seller documents with DJD; request closing statement from buyer's counsel; contact City to coordinate Mayor's signature on documents. Review documents; prepare for closing.	1.00 1.30	
09/18/2018	RLL	Telephone conference call with DJD and Tim Howard to discuss credit for south parcel garage; review excel sheet from Tim Howard; telephone call and several email communications with buyer's counsel regarding approval of seller documents and request for closing statement; review proposed closing statement with DJD and transmit to client for comments; revise seller's certificate; coordinate signing of documents with Lynn Swanson; review executed seller documents. Process final closing; finalize documents.	1.50 2.30	
09/19/2018	RLL DJD	Prepare transmittal of original documents to buyer's counsel. Process closing documents.	0.40 0.80	
09/20/2018	DJD	Finalize closing.	0.50	
09/27/2018	RLL	Organize signed documents in file. FOR CURRENT SERVICES RENDERED	0.30 12.80	2,304.00

ACCOUNT NO:

Page: 2 10/02/2018 306-9905350

STATEMENT NO:

22315

Sale to JKM BTS South, LLC

RECAPITULATION

 TIMEKEEPER
 HOURS
 HOURLY RATE
 TOTAL

 D.J. DOODY
 8.80
 \$205.00
 \$1,804.00

 RACHEL L LEACH
 4.00
 125.00
 500.00

Photocopies 20.30

TOTAL EXPENSES THRU 09/30/2018 20.30

TOTAL CURRENT WORK 2,324.30

BALANCE DUE \$2,324.30

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard Boynton Beach, El. 33425

ACCOUNT NO:

Page: 1 10/02/2018 306-9905354

Boynton Beach FL 33425

STATEMENT NO:

9905354

Attn: Lynn Swanson

adv. Melo, Vinicius (Labor/Arbitration)

09/18/2018	SHB	Arbitration prep. Follow up re: records matters.	HOURS 1.00	
09/20/2018	SHB	Arbitration prep.	1.00	
09/24/2018	SHB	Arbitration prep. Meeting with witnesses at City Hall.	5.00	
09/26/2018	SHB	Arbitration prep. Meeting with witnesses at City Hall.	4.00	
09/27/2018	SHB	Arbitration prep. Meeting with witnesses at City Hall.	5.00	
09/28/2018	SHB	Arbitration prep. Meeting with witnesses. FOR CURRENT SERVICES RENDERED	1.00 17.00	3,485.00
		RECAPITULATION KEEPER HOURS HOURLY RATE A H. BRIDGEMAN 17.00 \$205.00	<u>TOTAL</u> \$3,485.00	
		TOTAL CURRENT WORK		3,485.00
		BALANCE DUE		\$3,485.00

Goren, Cherof, Doody & Ezrol, P.A. - September 2018 Risk Cases

Jean-Baptist, Kevens	471.50
Kimsey, Erin (MVA)	0.00
Ford, Sharron(Negligence arrest)	164.00
Andrews, Spencer, v Haugh, Vincent (BBPD Emp)	0.00
Mina, German (Slip & Fall)	0.00
Gregory, Mola (Slip & Fall)	7,877.75
Oldham, Dana (fall)	0.00
Robinson, Bennie(False Arrest)	15,636.40
Galindez, Dennis(Slip & Fall)	11,397.30
Caliskan, Hasan(MVA)	0.00
Jenkins, Gail & Leon(Demolition)	0.00
Venegas, Jesusa	1,951.25
Blutcher, Pamela (MVA)	369.00
Goldman, Barry(Bike/grate accident)	0.00
Finz, Stephanie(Slip & Fall)	0.00
Basinkski, Tricia (MVA garbage truck)	0.00
Broberg, Leif Complaint(2015)	82.00
Estime, Robens (Police Deadly Force)	0.00
Roblin, Aaron (Police)	4,602.90
Caliendo, Giovanni	303.50
Coupet, Kenson (parent of child injured)	1,517.00
Bolt, Barbara Dilger (MVA)	82.00
Ryan, Ronald(whistleblower)	1,773.20
Readon, Jayden, Estate of (police chase)	1,285.50
Garber M.D., Harvey (excessive force)	3,586.70
Novick, James (MVA Public Works)	184.50
Gracien, Guy (MVA Emergency Vehicle)	164.00
Luchey, Andrew (Demolition)	0.00
Van Ottern, John (Auto Accident)	1,209.50
Harris, Justin (M/Atty Fees-Fed Suit)	0.00
Floering, David & Barbara	984.00
Russel Hugh Cooper	4,186.90
Wright, Bernard (Discrimination)	1,168.50
Harris, Elisha (Fallen Tree Property Damage)	0.00
Cromarty, Corina (Ambulance accident)	184.50
TOTAL Goren, Cherof Risk Legal Costs	59,181.90

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

ACCOUNT NO:

10/02/2018 306-9905022

STATEMENT NO:

22259

Page: 1

Attn: Lynn Swanson

adv. Jean-Baptiste, Kevens

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

		Cialiff #001470-000332-FF-01			
09/06/2018	RAA	Review trial order; Draft correspondence to client re: li	tigation update.	HOURS 0.50	
09/12/2018	TAD	Receipt and review of correspondence from city and adjuster re: claim information and analysis.		0.30	
09/17/2018	RAA	Review correspondence from officers' counsel re: requestion review of evidence re: forwarding same to office		0.30	
09/18/2018	RAA	Identify records and forward them to officers' counsel request. FOR CURRENT SERVICES RENDERED	in response to	$\frac{1.20}{2.30}$	471.50
		RECAPITULATION			
	RYAN		·	TOTAL \$410.00 61.50	
		TOTAL CURRENT WORK			471.50
		BALANCE DUE			\$471.50

Page: 1

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

ACCOUNT NO:

10/02/2018 306-9905029

STATEMENT NO:

22260

Attn: Lynn Swanson

adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO

		Billing Category 16-RLO				
09/07/2018	TAD	Receipt and review of correspondence	re: status and nrenare	response to	HOURS	
09/07/2010	IAD	same.	re. status and prepare	response to	0.20	
09/25/2018	TAD	Receipt and review of correspondence correspondence to outside counsel re:	-	•		
		response to same.	ordor and otatao and p	Тораго	0.60	
		FOR CURRENT SERVICES RENDERE	ΞD		0.80	164.00
		RECAF	PITULATION			
	TIMEKEEPER		HOURS HOU		TOTAL	
	TRAC	CEY A. DECARLO	0.80	\$205.00	\$164.00	
		TOTAL CURRENT WORK				164.00
		BALANCE DUE				<u>\$164.00</u>

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard Boynton Beach FL 33425 10/02/2018 ACCOUNT NO: 306-9905066 STATEMENT NO: 22261

Page: 1

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

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

09/07/2018	TAD	Review claim file re: additional information for depositions of plaintiff experts. Telephone conference with plaintiff re: depositions and trial witnesses. Prepare correspondence to plaintiff confirming conversation and prepare re-notice of deposition of Tordilla. Receipt of cross notice of video deposition of doctors. Prepare correspondence to client re: depositions.	HOURS
09/10/2018	TAD	Receipt and review of correspondence re: deposition issues. Telephone conference with plaintiffs counsel re: depositions. Second telephone conference with plaintiff counsel re: experts. Review plaintiff medical records and reports and prepare outlines for depositions of Tordilla and Calvanese.	3.80
09/11/2018	IR	Trial preparation, which includes detailed review of multiple business entities and the records produced by said entities, in response to the City of Boynton Beach's subpoenas duces tecum, and opposing counsel's request for copies; extensive review and confirm deadlines contained in Order Resetting Case for Jury Trial, entered by Honorable Lisa S. Small on June 13, 2018.	3.80
	TAD	Prepare correspondence to witness re: trial issues. Prepare correspondence to expert re: trial setting and conference.	0.30
09/12/2018	IR TAD	Continuation with trial preparation; compared list of all subpoenas duces tecum entities, to receive documents relevant to Plaintiff's allegations; continue to update memoranda to TAD, which includes status of receipt of Internal Revenue Service documents due to the City of Boynton Beach by late August of 2018; online review of court docket, to ascertain number of sets and entities listed by either party of its subpoenas duces tecum, and for all other pending discovery requests and responses thereto, prepared and filed by either party. Receipt and review of correspondence from expert re: trial. Prepare	3.80
	TAD	response to same. Prepare correspondence to plaintiff re: expert. Prepare notice of deposition of plaintiff expert. Prepare subpoenas to plaintiff's experts. Telephone conference with Plaintiff re: trial and depositions. Review documents responsive to subpoenas for depositions of plaintiff's	Page 35

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-9905066 22261

adv. Gregory, Mola (slip & fall)

		experts.	HOURS 2.80
09/13/2018	TAD	Receipt and review of trial order and pre-trial submission requirements. Confer with IVR re: status of trial preparation.	0.50
09/14/2018	IR	Receipt, review and conferences with TAD regarding subpoenas to IRS and the IRS' responses thereto; reviewed status of third request for production to Plaintiff, to provide proof of income, information pertaining to employers; updated trial preparation task chart, in preparation for depositions and trial; updated trial witness tracking chart.	3.60
09/17/2018	IR	Continuation of trial preparation, in advance of 4 week docket period, commencing October 15, 2018 through November 9, 2018; review of ticklers for outstanding records, pursuant to the City of Boynton Beach's subpoenas duces tecum; conference regarding preparation of trial subpoenas and prepared updates to trial witness tracking, for witnesses	
	TAD	contact information and trial availability. Telephone conference with Lestrange office re: deposition. Telephone conference with plaintiff counsel re: depositions. Prepare correspondence to plaintiff re: depositions and trial.	3.20 0.40
09/18/2018	IR TAD	Conference with TAD regarding trial preparation and our expert witnesses; online docket search of recent filings, in advance of trial; preparation of list of pending discovery, in advance of the Court Ordered deadline of September 25, 2018. Receipt and review of medical records of plaintiff re: depositions and trial issues. Extended telephone conference with expert re: claims and status. Telephone conference with City re: claim information. Telephone	1.90
		conference with Tordilla office re: depositions. Prepare outline for deposition of Tordilla	2.80
09/20/2018	TAD	Attend deposition of Dr. Tordilla. Confer with plaintiff re: trial. Receipt of correspondence from plaintiff re: deposition. Receipt of re-notice of video deposition.	3.80
09/21/2018	RAA TAD	Prepare for deposition of treating doctor. Receipt and review of correspondence from plaintiff re: deposition. Receipt	0.20
	1715	of notice of video deposition.	0.30
09/24/2018	IR	Review list of pending discovery, following the Court's Trial Order and deadlines, specifically Discovery cut-off due date of September 25, 2018; online search of circuit court docket, to confirm status of all parties' discovery, including responses to the City of Boynton Beach's subpoenas duces tecum for Plaintiff's medical, employment and earnings information, in advance of the trial period, commencing October 15, 2018 through November 9, 2018; continuous updates to Trial Witness Tracking Chart, listing each parties' witnesses and availability for trial; preparation of trial subpoenas and updates to information related thereto, in advance of E-Calendar Call, scheduled for October 5, 2018.	1.90
09/25/2018	TAD TAD	Attend video deposition of Dr. Tordilla for trial. Receipt and review of correspondence re: deposition of Dr Lestrange.	3.70
33/23/2010	יאט	Receipt and review of correspondence re. deposition of Dr Lestrange.	Page 3

Page: 3 10/02/2018 .0,02/2018 .000UNT NO: 306-9905066 STATEMENT NO: 22264

adv. Gregory, Mola (slip & fall)

		Review information from expert. F	Review correspondence	re: trial issues.	HOURS 0.60	
09/27/2018	IR	Receipt and review of directive pertaining to Dr. LeStrange's deposition scheduled for September 28, 2018; continuation of trial preparation and status of discovery that Plaintiff still owes the City of Boynton Beach; 1.30				
	TAD	Review plaintiff's discovery respon preparation for depositions of plair	ses and expert disclos		2.20	
09/28/2018	TAD	Telephone conference with expert correspondence to plaintiff counse continue matter and notice of hear deposition of expert. Confer with P issues. Revise motion to continue	el re: deposition. Prepa ring on same. Prepare Plaintiff counsel re: depo	re motion to renotice of	1.60	
		FOR CURRENT SERVICES REN	DERED		44.30	7,521.50
		R	ECAPITULATION			
		KEEPER	HOURS I	HOURLY RATE	<u>TOTAL</u>	
		I A. ABRAMS	0.20	\$205.00	\$41.00	
		ID RIERA EY A. DECARLO	19.50 24.60	125.00 205.00	2,437.50 5,043.00	
		Photocopies TOTAL EXPENSES THRU 09/30/2	2018			131.25 131.25
09/21/2018		Dr. John Calvanese - Attendance	Fee			225.00 225.00
		TOTAL ADVANCES THRU 09/30/	2018			225.00
		TOTAL CURRENT WORK				7,877.75
		BALANCE DUE				<u>\$7,877.75</u>

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard Boynton Beach FL 33425 10/02/2018 ACCOUNT NO: 306-9905073 STATEMENT NO: 22262

Page: 1

Attn: Lynn Swanson

adv. Robinson, Bennie (false arrest)

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

	HOURS
09/02/2018 TAD Receipt and review of revised jury instructions and make changes. Continue preparation of rule 50 motions. Review additional case law re:	
same for trial.	4.20
IR Trial preparation in reviewing all our trial boxes, documents, notebooks ready for trial commencing September 4, 2018.	1.00
O9/03/2018 JAC Review TD preparation/pleadings re start of trial. Receipt and review of plaintiffs proposed jury instructions. Edit same and prepare correspondence to plaintiff re: same. Receipt of correspondence re: revised jury instructions and case law re: objections to same. Review exhibits and correspondence from officer counsel re: same. Revise opening statements re: changes in witness presentations. Receipt of revised verdict form from plaintiff. Receipt of objections to changes to verdict form from officer counsel Receipt of special interrogatories and correspondence re: issues with verdict form from officer counsel and prepare correspondence re: same. Prepare correspondence to officer counsel re: status of trial subpoena on Valentine and receipt of response to same.	8.70
IR Trial preparation and communications with TAD pertaining to same.	1.00
09/04/2018 IR Travel to and from, as well as attendance at federal jury trial in the United	
States District Court, Southern District of Florida, West Palm Beach Division, before Judge Marra for this week.	10.80
TAD Attend trial of matter. Confer with plaintiff and officer counsel re: jury instruction changes and objections. Review plaintiff case law re:	10.00
instructions. Confer with plaintiff and officer counsel re: trial witnesses and order.	11.60
09/05/2018 RAA Research case law re: jury impartiality instruction in civil jury trials; Confer	
with Attorneys Cherof and DeCarlo re: same. IR Travel to and from, and attendance at jury trial in United States District	0.90
Court, Southern District of Florida, West Palm Beach Division.	10.20
TAD Attend trial of matter. Receipt of correspondence re: revised instructions and verdict form. Review same re: changes and objections. Prepare	
and volution. Iteview dame to changes and objections. I repare	Page 355 of 739

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-9905073 22262

adv. Robinson, Bennie (false arrest)

		closing arguments and review case law for rule 50 motions.	HOURS 12.60	
			12.00	
09/06/2018	IR	Travel to and from, and attendance at jury trial in United States District Court, Southern District of Florida, West Palm Beach Division; prevailed at		
		jury trial on counts with defense verdicts.	8.70	
	RAA JAC	Confer with Attorney DeCarlo re: trial updates and conclusion. Trial outcome review and discussion.	0.50 0.80	
	TAD	Attend trial of matter. Receipt of verdict and jury notes.	8.80	
09/07/2018	IR	Breakdown of trial boxes from jury trial in United States District Court, Southern District of Florida, West Palm Beach Division; conferences regarding same; legal research F.R.App.P. Rule 4, Appeal from a Judgment in Civil Action Case and preparation of ticklers pertaining to same [once the Court enters its Final Judgment, notwithstanding the Jury's Verdict]; legal research the date and time for appeal to run by either party, once the Final Judgment had been entered by Judge Marra [received late Friday afternoon, so 30 days from this date, to appeal verdict / final judgment] and	5.40	
	TAD	preparation of ticklers pertaining to same. Receipt and review judgment. Prepare correspondence to adjuster and client re: same.	5.10 0.30	
00/40/0040			0.00	
09/10/2018	IR	Went through remainder of trial boxes and set aside any appeal files that may be needed by October 7, 2018; conferences regarding post trial issues.	2.60	
	TAD	Receipt and review of correspondence re: exhibits and prepare response to same.	0.20	
09/11/2018	IR	Continued review and deconstructed multiple trial boxes, various 3 ring binders, legal research utilized by the defense team for live arguments before the court during trial, witness file folders and trial exhibits folders,		
	TAD	keeping as statutorily required; review exhibits for filing. Receipt and review of correspondence re: trial exhibits. Receipt of filed	3.40	
		exhibits and notice re: same.	0.40	
		FOR CURRENT SERVICES RENDERED	92.40	15,518.00
		RECAPITULATION		
		KEEPER HOURLY RATE	<u>TOTAL</u>	
		S A. CHEROF 1.40 \$205.00 I A. ABRAMS 1.40 205.00	\$287.00 287.00	
		ID RIERA 42.80 125.00	5,350.00	
		EY A. DECARLO 46.80 205.00	9,594.00	

09/04/2018	Parking - IVR
09/04/2018	Parking - TAD

Photocopies

TOTAL EXPENSES THRU 09/30/2018

85.40

85.40

3.00

10.00

ACCOUNT NO:

306-9905073 STATEMENT NO: 22262

Page: 3

10/02/2018

\$15,636.40

adv. Robinson, Bennie (false arrest)

BALANCE DUE

09/05/2018 09/05/2018 09/06/2018 09/06/2018	Parking - IVR Parking - TAD Parking - IVR Parking - TAD Parking - TAD Parking -	$ \begin{array}{r} 3.00 \\ 8.00 \\ 3.00 \\ \underline{6.00} \\ 33.00 \end{array} $
	TOTAL ADVANCES THRU 09/30/2018 TOTAL CURRENT WORK	33.00 15,636.40

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard Boynton Beach FL 33425 10/02/2018 ACCOUNT NO: 306-9905083 STATEMENT NO: 22263

Page: 1

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

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

			HOURS
09/03/2018	TAD	Receipt and review of correspondence from plaintiff re: deposition of Kelly and prepare response to same.	0.20
09/06/2018	TAD	Receipt and review of trial order and order on pre-trial deadlines.	0.30
09/07/2018	TAD	Receipt and review of proposed pre-trial stipulation and prepare revisions to same. Prepare correspondence to plaintiff counsel re: revisions. Telephone conference with plaintiff counsel re: revisions. Confer with BAM re: trial schedule and witness subpoenas/pre-trial meetings.	1.30
09/10/2018	RAA	Confer with Attorney DeCarlo re: trial preparation.	0.60
09/12/2018	TAD	Prepare correspondence to plaintiff re: stipulation and prepare response to same.	0.30
09/13/2018	TAD	Receipt and review of information re: pre-trial submissions. Confer with IVR re: stipulation and exhibits. Review depositions of employees re: trial preparation. Review proposed jury instructions and prepare correspondence to plaintiff re: issues with same.	3.20
09/14/2018	TAD	Receipt and review of case law re: trial issues for trial and jury instructions. Prepare for deposition of Kelly. Review case law re: trial issues.	5.20
09/17/2018	RAA TAD IR	Confer with Attorney DeCarlo re: trial preparation and strategy. Attend deposition of Kelly. Confer with plaintiff re: trial issues. Prepared updates to Trial Witness Tracking Chart; retrieved online court docket and listed status of last set of discovery; prepared trial witness files for use at trial, special set for October 22, 2018.	0.30 5.60 2.40
09/18/2018	TAD	Receipt and review of correspondence re: pre-trial submissions. Review direct examinations of witnesses re: trial preparation and revise same for trial.	3.80
09/19/2018	IR	Preparation of to do list, in advance of special set trial on October 22, 2018;	Page 358 of 739

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-9905083 22263

adv. Galindez, Dennis (slip & fall)

INGRID RIERA

		reviewed our most recently filed trial witness list and to compared both parties' joint pretrial stipulation recent	ly filed with the court,	HOURS	
	TAD	to update trial file folders, and accompanying exhibits respective witness. Receipt and review of proposed jury instructions from revisions to same. Review case law re: jury instruction re: offer. Confer with Plaintiff re: offer and counter of manager and city manager re: claims status and conference correspondence to plaintiff re: jury instruction proposed verdict form. Prepare revisions to verdict for and exhibit lists re: pretrial joint report items.	n plaintiff. Prepare ons. Confer with risk fer. Confer with risk ditions of offer. n revisions. Review	2.90 9.30	
09/20/2018	IR	Conferences with TAD regarding status of trial, trial p timeline of projects, including trial subpoenas leading			
	TAD	2018 special set jury trial before Honorable Jamie Go Confer with plaintiff and City re: offer. Confer with JA additional revisions to jury instructions. Prepare corre Review evidence. Prepare information for joint stated deposition designations from plaintiff. Receipt of corre	C re: status. Prepare espondence to plaintiff. ments. Receipt of	1.30	
		plaintiff and prepare response to same.	•	5.70	
09/21/2018	IR	Pretrial conferences and receipt of directives from TA directives of trial projects, trial exhibits, as well as the witnesses and their respective availability to testify duweek of trial, October 22, 2018; preparation of trial sumade to Trial Witness Tracking Chart, accordingly.	status of trial uring the special set	3.50	
	TAD	Receipt and review of correspondence re: offer. Con re: offer and response. Review witness cross examin preparation. Continue preparation of City portion of juthe Court. Continue preparation of revisions to jury inform with case law.	nation re: trial pint report required by	5.40	
09/24/2018	TAD	Receipt and review of correspondence re: status con	ference and prepare	0.10	
00/2 1/2010	.,,5	response to same.	ioronico ana propare	0.20	
09/25/2018	TAD	Receipt and review of correspondence re: workers con Receipt of correspondence from adjuster and prepare Receipt of correspondence re: hearing. Receipt of respondence to plaintiff and receipt of respondence. Receipt of correspondence from Prepare agenda item on settlement. Prepare additional receipt and receipt of correspondence from Prepare agenda item on settlement.	e response to same. enotice of hearing. sponse to same re: City re: agenda.		
		workers compensation attorney re: issues.	iai correspondence to	3.20	
09/27/2018	TAD	Attend hearing on status conference with Court. Rec Confer with Plaintiff counsel re: status of settlement.	eipt of order re: same.	4.80	
		FOR CURRENT SERVICES RENDERED		59.50	11,389.50
		RECAPITULATION			
			RS <u>HOURLY RATE</u> 90 \$205.00	<u>TOTAL</u> \$184.50	
		A. ADRAIVIS U.		φ104.50 1.262.50	

10.10

125.00

1,262.50

Page: 3 10/02/2018

306-9905083 ACCOUNT NO: STATEMENT NO: 22263

adv. Galindez, Dennis (slip & fall)

	TIMEKEEPER TRACEY A. DECARLO	HOURS HOU 48.50	<u>JRLY RATE</u> 205.00	<u>TOTAL</u> 9,942.50	
	INACLI A. DECANEC	40.50	203.00	9,942.50	
	Photocopies TOTAL EXPENSES THRU 09/30/2018				2.80 2.80
09/27/2018	Parking - TAD Parking -				5.00
	TOTAL ADVANCES THRU 09/30/2018				5.00
	TOTAL CURRENT WORK				11,397.30
	BALANCE DUE				<u>\$11,397.30</u>

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard Boynton Beach FL 33425 Page: 1 10/02/2018 ACCOUNT NO: 306-9905098 STATEMENT NO: 22264

Attn: Lynn Swanson

adv. Venegas, Jesusa

Billing Category 18-RLO Claim #001470-000367-AB-01

			HOURS
09/07/2018	TAD	Receipt and review of correspondence re: mediation. Prepare correspondence to city re: same. Receipt and review of response.	0.30
09/12/2018	TAD	Receipt and review of correspondence from from expert re: conference and opinion and prepare response to same.	0.20
09/13/2018	TAD	Receipt and review of correspondence re: deposition and prepare correspondence re: same. Receipt of correspondence from doctor re: deposition and prepare response to same. Receipt of motion to compel. Prepare correspondence to City re: mediation of matter. Receipt and review of medical records received, pursuant to subpoena duces tecum and preparation of updates to Trial Witness Tracking Chart; prepared ticklers for records still needed, pursuant to the City of Boynton Beach's subpoenas duces tecum; review pleadings pertaining to other	0.30
		pending discovery, in advance of trial set for the Court's docket during February 25, 2019 through April 5, 2019.	3.10
09/14/2018	TAD	Receipt and review of correspondence from plaintiff re: deposition and prepare response to same. Review trial order re: pre-trial submissions.	0.40
09/17/2018	TAD	Extended telephone conference with expert re: opinions. Review plaintiff medical records. Confer with IVR re: status of discovery for trial exhibits.	1.80
09/18/2018	TAD	Receipt and review of notice of mediation of matter. Revise report and budget re: additional information from expert and discovery. Prepare correspondence to City re: mediation. Prepare correspondence to adjuster re: claim information. Receipt of correspondence from expert re: report. Prepare memorandum re: information obtained from expert.	2.40
09/20/2018	IR	Continuation of updates to the City of Boynton Beach's Trial Witness Tracking Chart; receipt and review of additional medical providers' medical records in response to our subpoenas duces tecum.	1.70
09/21/2018	TAD	Receipt and review of correspondence from plaintiff re: depositions.	Page 361 of 739

CITY OF BOYNTON BEACH

ACCOUNT NO: STATEMENT NO:

10/02/2018 306-9905098 22264

Page: 2

adv. Venegas, Jesusa

	Prepare response to same.		HOURS 0.20	
09/24/2018	TAD Receipt and review of plaintiffs a Receipt of plaintiffs response to r	•	es. $\frac{0.80}{11.20}$	1,912.00
	TIMEKEEPER INGRID RIERA TRACEY A. DECARLO	RECAPITULATION <u>HOURS</u> <u>HOURLY RA</u> 4.80 \$125 6.40 205	\$600.00	
09/17/2018	Allegiance Orthopedic & Spine Ir	stitute - Copies of Records		39.25 39.25
	TOTAL ADVANCES THRU 09/30	0/2018		39.25
	TOTAL CURRENT WORK			1,951.25
	BALANCE DUE			\$1,951.25

Page: 1 10/02/2018

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

ACCOUNT NO: STATEMENT NO:

306-9905102 22265

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO Claim #001470-000369-AB-01

BALANCE DUE

00/00/0040		T 1 - 1			HOURS	
09/06/2018	RAA	Telephone conference call with opposing counsel r Confer with Attorney DeCarlo re: same.	e: settleme	ent discussion;	0.50	
09/10/2018	RAA	Telephone conference with opposing counsel re: se	ettlement d	iscussion.	0.20	
09/24/2018	TAD	Receipt and review of correspondence re: order. For objection to subpoena.	Receipt of o	rder on	0.30	
09/25/2018	RAA TAD	Telephone conference call with opposing counsel re: settlement negotiations; Follow up correspondence re: same. Receipt and review of correspondence re: status of claim and prepare			0.40	
		response. Receipt of correspondence from plaintif	f re: settlen	nent.	0.40	
		FOR CURRENT SERVICES RENDERED			1.80	369.00
		RECAPITULATIO	N			
	RYAN	A. ABRAMS	<u>URS</u> <u>HOU</u> 1.10 0.70	RLY RATE \$205.00 205.00	<u>TOTAL</u> \$225.50 143.50	
		TOTAL CURRENT WORK				369.00

\$369.00

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

ACCOUNT NO:

10/02/2018 306-9905124 22266

STATEMENT NO:

Attn: Lynn Swanson

Broberg, Leif Complaint (2015)

Billing Category: 18-RLO Claim #001470-000390-EP-01

		Claim #001470-000390-EP-0	1			
09/27/2018	TAD	Receipt and review of corresp			HOURS	
		risk manager. Prepare corres	spondence to outside cour	isel re: same.	0.40	
		FOR CURRENT SERVICES I	RENDERED		0.40	82.00
RECAPITULATION						
		<u>KEEPER</u> CEY A. DECARLO	<u>HOURS</u> 0.40	<u>HOURLY RATE</u> \$205.00	<u>TOTAL</u> \$82.00	
		TOTAL CURRENT WORK				82.00
		BALANCE DUE				\$82.00

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

ACCOUNT NO: STATEMENT NO:

10/02/2018 306-9905171

Page: 1

22267

Attn: Lynn Swanson

adv. Caliendo, Giovanni & Emily (code violation)

Billing Category: 18-RLO Claim #001470-000400-PI-01

					HOURS	
09/10/2018	TAD	Prepare correspondence to plaintiff re: deporto same.	sitions and r	eceipt of response	0.20	
09/12/2018	IR	Reviewed tickler pertaining to Notice of Lack of Prosecution, Court's Motion to Dismiss and Order Setting Hearing on August 27, 2018; retrieved online court docket, to check if matter kept open by Plaintiff's and their representations to the Court on 8.27.18; preparation of tickler for 9.21.18 to			0.40	
		review court docket again.			<u>2.10</u>	
		FOR CURRENT SERVICES RENDERED			2.30	303.50
		RECAPITUI	LATION			
	TIME	<u>KEEPER</u>	HOURS	HOURLY RATE	<u>TOTAL</u>	
	INGR	ID RIERA	2.10	\$125.00	\$262.50	
	TRAC	CEY A. DECARLO	0.20	205.00	41.00	
		TOTAL CURRENT WORK				303.50
		BALANCE DUE				\$303.50

CITY OF BOYNTON BEACH

100 East Boynton Beach Boulevard

Boynton Beach FL 33425

ACCOUNT NO:
STATEMENT NO:

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO Claim #001470-000396-AB-01

TOTAL CURRENT WORK

BALANCE DUE

09/10/2018	RAA	Receive/review correspondence re: evidence attached.	HOUI 0.	RS .20
09/13/2018	IR	Receipt and reviewed Plaintiff's Request for Production from the Cit Boynton Beach and preparation of updates pertaining to same as list the City's Trial Witness Tracking Chart, with accompanying ticklers	sted in	
		prepared.	1.	.10
09/19/2018	RAA	Receive/review second request for production from plaintiff and pre response.		.70
	RAA	Review federal procedural rule re: expert witness disclosure require and prepare memorandum re: same; Review trial orders re: addition	nal	
		expert witness disclosure requirements; Telephone conference call assistant chief of police re: request for data.		.90
09/27/2018	TAD	Receipt and review of correspondence re: status. Review information produced in discovery and depositions re: response.		.30
09/28/2018	RAA	Review and analyze additional case law on proximate causation de police chases for updated litigation report.		50
		FOR CURRENT SERVICES RENDERED	6.	1,285.50
	RYAN INGRI	D RIERA 1.10 1	RATE TOTAL 05.00 \$881.50 25.00 137.50 05.00 266.50))
	IRAC	ET A. DECARLO 1.30 Z	05.00 200.50	1

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1,285.50

\$1,285.50

Page: 1

22268

10/02/2018

306-9905190

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard Boynton Beach FL 33425 10/02/2018 ACCOUNT NO: 306-9905199 STATEMENT NO: 22269

Page: 1

Attn: Lynn Swanson

adv. Robling, Aaron (Police)

Billing Category: 18 - RLO Claim #001470-000403-PP-01

00/00/0040	544		HOURS
09/06/2018	RAA	Draft memorandum re: summary of depositions of Palm Beach County School witnesses.	1.50
09/12/2018	RAA	Receive/review request for production from School Board to Plaintiff.	0.30
09/13/2018	RAA	Meeting with City's witness prior to deposition; Attend Deposition re: City's witness.	2.50
09/14/2018	IR	Receipt and review of three [3] sets of discovery propounded by the Plaintiff; reviewed and prepared ticklers for deadlines; review of Plaintiff's Answers to Interrogatories and to ascertain if Trial Witness Tracking Chart was created and had been updated accordingly.	1.10
09/18/2018	RAA IR	Prepare correspondence to Risk Manager re: summarization of three depositions. Conference with RAA regarding discovery project; reviewed Trial Witness Tracking Chart, for list of medical providers and other entities to prepare subpoenas duces tecum, in advance of Plaintiff's deposition on November	2.30
		7, 2019.	0.90
09/19/2018	RAA IR	answers to interrogatories; Draft memorandum summarizing medical records; Telephone conference call with co-defense counsel re: settlement; Draft update interrogatories and requests for production. Prepared Trial Witness Tracking Chart; extensive review of file, discovery status; conferences with RAA; research and retrieval of medical providers,	4.80
		facilities and non-medical interests; preparation of Notice of Production from Non-Parties; telephone conferences with medical providers for specific information, including accurate service of process information.	4.20
09/20/2018	IR	Finalized subpoenas duces tecum, to Plaintiff's medical and other providers; updated Trial Witness Tracking chart; retrieved online court docket.	1.70
	RAA	Review and make changes to requests for production and interrogatories,	Page 367 of 739
			-aye 307 01 739

CITY OF BOYNTON BEACH

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-9905199 22269

adv. Robling, Aaron (Police)

		and add additional requests.		HOURS 1.50	
09/21/2018	IR	Conference with Litigation Team attorneys regarding state be served and update of information pertaining to same discovery; preparation of HIPAA forms to medical providinalized Subpoenas Duces Tecum, to be issued and sermedical entities and individuals; reviewed all materials in materials received from the City of Boynton Beach, to ensubpoenas duces tecum had been prepared and duly not chart; preparation of updates to Trial Witness Tracking Clist of Plaintiff's medical providers and list of subpoenas served, with responses due by late October, in advance deposition on November 7, 2018.	found within all ers as well as rved upon non-party the file and within sure all appropriate sted on the tracking Chart, with updated duces tecum to be	2.60	
	RAA	Prepare subpoenas to plaintiff's medical providers.		0.50	
09/24/2018	IR	Online review of court docket in Palm Beach County, per parties' discovery status, including outstanding discovery regarding Veteto, MD as noted in Plaintiff's discovery.		0.40	
	RAA	Additional review and editing of notice of nonparty produ	ction and seven	0.40	
		subpoenas to medical providers; Review plaintiff's discovered medical providers confirmation.		1.60	
09/25/2018	RAA	Telephone conference call with City witness re: request follow up telephone call to assistant chief of police re: reinformation;		0.30	
	TAD	Receipt and review of request for copies of non-party rec	cords. Confer with	0.50	
		RAA re: status and prepare response to same. FOR CURRENT SERVICES RENDERED		$\frac{0.50}{26.70}$	4,601.50
		FOR CORRENT SERVICES RENDERED		20.70	4,001.30
		RECAPITULATION			
		KEEPER HOURS I A. ABRAMS 15.30	HOURLY RATE \$205.00	<u>TOTAL</u> \$3,136.50	
		ID RIERA 10.90	π205.00 125.00	1,362.50	
		EY A. DECARLO 0.50	205.00	102.50	
		Photocopies			1.40
		TOTAL EXPENSES THRU 09/30/2018			1.40
		TOTAL CURRENT WORK			4,602.90
		BALANCE DUE			\$4,602.90

Page: 1 10/02/2018

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

ACCOUNT NO:

306-9905213

STATEMENT NO:

22270

Attn: Lynn Swanson

adv. Coupet, Kenson (parent of child injured)

		Billing Category: 18 - RLO Claim #001470-000405-GB-01			
				HOURS	
09/11/2018	TAD	Receipt and review of notice of non- Delray Medical	party productions and subpoena to	0.30	
09/26/2018	09/26/2018 RAA Confer with Attorney DeCarlo re: settlement by Defendant Layne. TAD Attend mediation of matter. Prepare correspondence to City and adjuster		0.20		
		re: same.	, , ,	6.90	
		FOR CURRENT SERVICES REND	ERED	7.40	1,517.00
		RE	CAPITULATION		
	TIME	KEEPER	HOURS HOURLY RATE	TOTAL	
	RYAN	N A. ABRAMS	0.20 \$205.00	\$41.00	
	TRAC	CEY A. DECARLO	7.20 205.00	1,476.00	
		TOTAL CURRENT WORK			1,517.00
		BALANCE DUE			\$1,517.00

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

Page: 1 10/02/2018 306-9905216

ACCOUNT NO: STATEMENT NO: 22271

Attn: Lynn Swanson

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO Claim #001470-000410-EP-01

			HOURS	
09/11/2018	RAA	Prepare notice of filing return of service re: subpoena Lexus General Counsel for deposition.	0.20	
	TAD	Receipt and review of motion for leave to amend the complaint and proposed amended complaint.	0.80	
09/12/2018	IR	Receipt and review of Return of Service, from Process Servers relevant to Lawrence Miller, PhD deposition scheduled for September 27, 2018 at 2:00p.m.; prepared revisions to Trial Witness Tracking regarding Dr. Miller's contact and service information, following information gleaned from the process servers; retrieved online court docket, if Plaintiff filed records since earlier this week.	1.10	
09/13/2018	TAD IR	Receipt and review of correspondence re: LaPointe and prepare response to same. Receipt and review of emails from professionals served with subpoenas duces tecum for live deposition; prepared updates to Trial Witness Tracking	0.20	
		Chart, noting trial availability of witnesses.	1.90	
09/17/2018	RAA	Review motion for leave to amend complaint; Prepare for deposition of general manager of plaintiff's previous employer re: plaintiff's damages.	2.10	
09/18/2018	RAA	Attend deposition of fact witness, general manager of Lexus in Palm Beach.	2.60	
09/19/2018	RAA	Draft memorandum re: summary of lexus general manager's deposition testimony.	0.40	
09/24/2018	TAD	Receipt and review of correspondence from plaintiff re: depositions. Prepare correspondence to plaintiff. Prepare correspondence to Ramos re: depositions. Prepare correspondence to City re: depositions. Prepare correspondence to Dr Miller re: same.	0.50	
		FOR CURRENT SERVICES RENDERED	9.80	1,769.00

CITY OF BOYNTON BEACH

Page: 2 10/02/2018 ACCOUNT NO:

306-9905216 STATEMENT NO: 22271

adv. Ryan, Ronald (whistleblower PD)

RECAPITULATION

TIMEKEEPER	<u>HOURS</u>	HOURLY RATE	<u>TOTAL</u>
RYAN A. ABRAMS	5.30	\$205.00	\$1,086.50
INGRID RIERA	3.00	125.00	375.00
TRACEY A. DECARLO	1.50	205.00	307.50

Photocopies 4.20 TOTAL EXPENSES THRU 09/30/2018 4.20

TOTAL CURRENT WORK 1,773.20

BALANCE DUE \$1,773.20

Page: 1 10/02/2018

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

ACCOUNT NO:

306-9905253

STATEMENT NO:

22272

Attn: Lynn Swanson

adv. Bolt, Barbara Dilger (MVA)

Billing Category: 18 - RLO Claim #001470-000422-AB-01

09/03/2018 TAD Receipt and review of notice of deposition of Green and return of service.

Receipt of correspondence re: same.

FOR CURRENT SERVICES RENDERED

HOURS

0.40

82.00

RECAPITULATION

TIMEKEEPERHOURSHOURLY RATETOTALTRACEY A. DECARLO0.40\$205.00\$82.00

TOTAL CURRENT WORK 82.00

BALANCE DUE \$82.00

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard

10/02/2018 306-9905282 ACCOUNT NO: STATEMENT NO: 22273

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Boynton Beach FL 33425

Attn: Lynn Swanson

adv. Garber M.D., Harvey (excessive force)

Billing Category: 18 - RLO Claim #001470-000429-PP-01

09/04/2018	RAA	Prepare two Requests for Copies re: notices of nonparty production.	HOURS 0.40
09/06/2018	RAA	Correspondence with expert re: conference call to discuss initial review of evidence.	0.20
09/10/2018	RAA IR	Receive/review correspondence re: evidence attached; Correspondences from officers' counsel re: contact information request; Telephone conference with police practices expert re: initial evidence review. Receipt and review of emails from co-defense counsel's office on Friday, September 7th regarding Boynton Beach Police Department officers and	1.00
		discovery pertaining to same.	0.80
09/12/2018	RAA	Correspondences with opposing counsel re: Rule 26 disclosure documents.	0.50
09/13/2018	RAA	Draft correspondence to Risk Manager re: litigation update; Correspondences with all counsel re: setting depositions of two fact witnesses; Receive/review show cause order and order granting motion to strike.	1.20
09/14/2018	RAA JAC IR	Receive/review Replies filed by opposing counsel. Case and pleading review. Review pleadings, including amendments by the parties to date; reviewed City of Boynton Beach's Answer and Affirmative Defenses and prepared updates to Trial Witness Tracking Chart accordingly.	0.40 0.40 0.80
09/17/2018	RAA	Review and make changes to subpoenas and notices of taking depositions re: two fact witnesses; Confer with Attorney DeCarlo re: expert witness disclosure deadline and summary judgment preparation.	0.80
09/18/2018	RAA	Receive/review correspondence from City's insurer re: request for report; Correspondence to officers' counsel re: expert witnesses; Correspondence with expert witness re: conference call.	0.40
09/20/2018	RAA	Telephone conference call with officers' counsel re: expert witness	Page 373 of 739

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-9905282 22273

adv. Garber M.D., Harvey (excessive force)

			HOURS	
		coordination; Telephone conference call with police department technology staff re: request for data and draft memorandum re: same; Correspondence to internal affairs re: additional request for data; Confer with Attorney		
		DeCarlo re: expert witness preparation.	1.50	
09/21/2018	RAA	for extension of pretrial deadlines; Telephone conference call with plaintiff's counsel re: extension of pretrial deadlines; Correspondence from officers'		
	TAD	counsel re: rescheduling plaintiff's deposition. Review status of expert review. Attend telephone conference with expert	1.70	
	., .,	and officer counsel. Confer with RAA re: status.	1.40	
09/24/2018	RAA	Complete drafting of motion for continuance of all unexpired pretrial deadlines and correspondence to officers' counsel re: same; Review pretrial order setting deadlines for compliance; Review procedural rule re: setting plaintiff's compulsory medical examination; Correspondences from all counsel re: re-scheduling plaintiff's deposition; Confer with Attorney DeCarlo re: requested continuance of pretrial deadlines; Correspondence with opposing counsel re: requested 90 day extension.	3.00	
09/25/2018	TAD	Receipt and review of Esteves responses to discovery. Review proposed motion. Confer with RAA re: motions and order.	1.20	
09/27/2018	RAA	Receive/review discovery responses from Plaintiff; Telephone conference with officers' counsel re: motion for continuance; Draft proposed order; Receive/review updated notice of designated email addresses;		
		Receive/review correspondence from officers' counsel re: claim update for adjuster.	1.60	
09/28/2018	RAA	Review and edit proposed order granting motion for continuance; Review and make final edits to motion; Draft correspondence to judge and all counsel re: proposed order.	0.80	
		FOR CURRENT SERVICES RENDERED	18.10	3,582.50
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	TIME	RECAPITULATION KEEPER HOURS HOURLY RATE	TOTAL	
		S A. CHEROF 0.40 \$205.00	\$82.00	
		I A. ABRAMS 13.50 205.00	2,767.50	
		ID RIERA 1.60 125.00	200.00	
	TRAC	EEY A. DECARLO 2.60 205.00	533.00	

Photocopies
TOTAL EXPENSES THRU 09/30/2018

4.20
4.20

TOTAL CURRENT WORK 3,586.70

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

ACCOUNT NO:

10/02/2018 306-9905288

Page: 1

STATEMENT NO:

22274

Attn: Lynn Swanson

adv. Floering, David & Barbara

Billing Category: 18 RLO

		Claim #001470-000422-AB-04			
09/11/2018	TAD	Receipt and review of plaintiffs amended complaint.		HOURS	
		notice issues. Review case law re: same. Prepare defenses re: David Floering claims. Prepare motion Floering claims. Receipt of summons to York and S Green file re: response to complaint. Prepare corre	n to dismiss Barbara State National. Reviev	,	
		amended complaint and motion to dismiss.		4.30	
09/25/2018	TAD	Receipt and review of correspondence re: Paul Gre response to same.	en and prepare	0.20	
09/27/2018	TAD	Receipt and review of reply to City's affirmative defe	enses.	0.30	
		FOR CURRENT SERVICES RENDERED		4.80	984.00
		RECAPITULATION	J		
	TIME		JRS HOURLY RATE	<u>TOTAL</u>	
	TRAC	EY A. DECARLO	4.80 \$205.00	\$984.00	
		TOTAL CURRENT WORK			984.00
		BALANCE DUE			\$984.00

CITY OF BOYNTON BEACH 100 East Boynton Beach Boulevard

ACCOUNT NO:

10/02/2018 306-9905289

Boynton Beach FL 33425

STATEMENT NO:

22275

Page: 1

Attn: Lynn Swanson

adv. Van Ottern, John (Auto Accident)

Billing Category: 18 - RLO

Claim #

BALANCE DUE

		Claim #		
09/02/2018	RAA	Review case law and statutes on premises liability and presuit notice	HOURS	
03/02/2010	IVV	requirements re: plaintiff's claim against City. Draft Motion for Sanctions and Motion to Dismiss Complaint.	3.80	
09/04/2018	RAA	Review and edit Motion for Sanctions; Correspondence to opposing counsel re: request for dismissal of claim; Telephone conference call with opposing		
		counsel re: same.	1.30	
09/10/2018	RAA	Receive/review notice of dismissal; Confer with Attorney DeCarlo re: same.	0.40	
09/13/2018	RAA	Draft correspondence to Risk Manager re: update on case dismissal.	0.40	
		FOR CURRENT SERVICES RENDERED	5.90	1,209.50
		RECAPITULATION		
		KEEPER HOURS HOURLY RATE 1 A. ABRAMS 5.90 \$205.00	TOTAL \$1,209.50	
	KTAN	N.A. ABRAMS 5.90 \$205.00	\$1,209.50	
		TOTAL CURRENT WORK		1,209.50

\$1,209.50

Page: 1

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

ACCOUNT NO:

10/02/2018 306-9905306

STATEMENT NO:

22276

Attn: Lynn Swanson

adv. Novick, James (MVA Public Works)

Billing Category: 18 - RLO

Claim #

HOURS 09/17/2018 TAD Receipt and review of correspondence re; claim information for claimant 1.

Receipt and review of correspondence re: claim information for claimant 1. Receipt of correspondence re: claim information for claimant 2. Review

incident report re: accident for discussion with city. 0.90

FOR CURRENT SERVICES RENDERED 0.90 184.50

RECAPITULATION

TIMEKEEPER HOURS HOURLY RATE TOTAL TRACEY A. DECARLO 0.90 \$205.00 \$184.50

TOTAL CURRENT WORK 184.50

BALANCE DUE \$184.50

Page: 1 10/02/2018

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

ACCOUNT NO:

306-9905316

STATEMENT NO:

22277

Attn: Lynn Swanson

adv. Gracien, Guy (MVA Emergency Vehicle)

Billing Category: 18 - RLO

Claim #

HOURS

09/28/2018 TAD Receipt and review of correspondence re: claim information and conference. Review accident report and SIR and claims re: confrence.

> Telephone conference with Gracien property counsel. 0.80

FOR CURRENT SERVICES RENDERED 0.80 164.00

RECAPITULATION

TIMEKEEPER **TOTAL** HOURS HOURLY RATE TRACEY A. DECARLO 0.80 \$205.00 \$164.00

TOTAL CURRENT WORK 164.00

\$164.00 **BALANCE DUE**

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

10/02/2018 306-9905320 ACCOUNT NO: STATEMENT NO:

Page: 1

22278

Attn: Lynn Swanson

adv. Russell Hugh Cooper

Billing Category: 18 - RLO

09/04/2018	RAA	Review file re: follow up on records requested from city; Telephone call with	HOURS
		Officers' counsel re: same; Review training files for Defendant Officers;	
		Draft correspondence to Risk Manager re: litigation update; Draft two Requests for Copies re: notices of nonparty production.	1.50
09/05/2018	RAA	Correspondence from officers' counsel re: requested follow up on	
		documents from City; Review Requests for Copies re: subpoenas.	0.30
09/06/2018	RAA	Correspondence with officers' counsel re: evidence issue.	0.20
09/10/2018	IR	Reviewed summary of new trial order dates and initial check of the Trial Court's DE entry of same, with our internal outline of deadlines [and for	
		ticklers pertaining to same].	0.70
	RAA	Receive/review correspondence re: evidence attached.	0.30
		These to the control of the control and the co	0.00
09/11/2018	TAD	Receipt and review of orders and filings from plaintiff re: new plaintiff and	
		requirements from Court.	0.30
09/12/2018	RAA	Receive/review opposing counsel's motion for extension of time to file	
		response to officers' motion to dismiss and court's order denying same	0.40
	14.0	without prejudice.	0.40
	JAC	Review case status/pleading and discovery issues.	0.40
09/14/2018	RAA	Receive/review opposing counsel's motions for extension of time to file	
00/14/2010	1001	response to City's and Officers' motion to dismiss; Correspondence from	
		City re: additional records requested by Officers' counsel.	0.60
	TAD	Telephone conference with plaintiff counsel re: extension of time. Receipt	
		of correspondence re: same.	0.20
09/17/2018	RAA	Receive/review personnel records for officer defendants; Review	4.00
		documents re: response to officers' counsel's request for same.	1.00
09/18/2018	RAA	Review and analyze newly issued relevant federal appellate court decision.	0.40
09/21/2018	RAA	Telephone conference call with officers' counsel re: plaintiff's motion to	
		·	Page 379 of 739
			9

ACCOUNT NO: STATEMENT NO:

Page: 2 10/02/2018 306-9905320 22278

adv. Russell Hugh Cooper

					HOURS	
	TAD	substitute party and other matters; Review trial order expert disclosures.			0.60	
	TAD	Receipt and review of plaintiffs response in opposition dismiss. Confer with RAA re: reply.	on to Ci	ty's motion to	0.80	
09/24/2018	IR	Retrieved all court orders, directing trial and pre-trial research, including research of federal rules of civil property Southern District, rules of court.			3.40	
09/26/2018	IR	Reviewed pleadings to ascertain if any responses to reviewed and revised Trial Court's various schedulin setting trial for the 2 week period commencing Marc 5, 2019.	g order	, originally	2.20	
09/27/2018	IR	Finalized review and updates to all trial orders entered Middlebrooks in this matter; reviewed pleadings to complied with and to ensure we have co-defend discovery responses and documents produced, as well as the control of the con	onfirm o	discovery has nsel's various		
	RAA	interrogatories. Draft Reply Memorandum to Plaintiff's Response to	Motion	to Dismiss:	2.80	
		Review and analyze case law re: claims asserted in			6.50	
09/28/2018	TAD RAA	Review and edit reply memorandum. Confer with R. Review and finalize reply memorandum to Plaintiff's			0.60	
		dismiss.	•		0.70	
		FOR CURRENT SERVICES RENDERED			23.90	4,171.50
		RECAPITULATION				
				DURLY RATE	<u>TOTAL</u>	
			.40	\$205.00	\$82.00	
			.50 .10	205.00 125.00	2,562.50 1,137.50	
			.90	205.00	389.50	
						45.40
		Photocopies				15.40
		TOTAL EXPENSES THRU 09/30/2018				15.40
		TOTAL CURRENT WORK				4,186.90
		BALANCE DUE				\$4,186.90

Page: 1

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

ACCOUNT NO:

10/02/2018 306-9905336

STATEMENT NO:

22279

Attn: Lynn Swanson

adv. Wright, Bernard (discrimination)

		Billing Category: 18 - RLO Claim #		
			HOURS	
09/10/2018	TAD	Receipt and review of emails re: issues at game. Review ordinances and case law re: same. Confer with RAA re: issues.	3.30	
09/11/2018	TAD	Receipt and review of case law re: trespass issues. Attend telephone conference with parks director re: issues and complaint. Confer with RAA re: issues and available options. Confer with JAC re: issues and options FOR CURRENT SERVICES RENDERED	2.40 5.70	1,168.50
		RECAPITULATION		
		KEEPERHOURSHOURLY RATECEY A. DECARLO5.70\$205.00	TOTAL \$1,168.50	
		TOTAL CURRENT WORK		1,168.50
		BALANCE DUE		\$1,168.50

Page: 1

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

ACCOUNT NO:

10/02/2018 306-9905338

STATEMENT NO:

22280

\$184.50

Attn: Lynn Swanson

adv. Cromarty, Corina (Ambulance accident)

BALANCE DUE

Billing Category: 18 - RLO

Claim #001470 000442 AB 01 & 02

09/28/2018	TAD	Receipt and review of correspondence regal from counsel re: conference on issues/claim conference with Allstate counsel re: waiver correspondence to city re: issues with insura	s. Extended telep of claims. Prepare	ohone	HOURS 0.90	
		FOR CURRENT SERVICES RENDERED	ince coverage.		0.90	184.50
		TON GONNENT GENVIOLG NEINBEREB			0.00	104.00
		RECAPITU	LATION			
	TIME	KEEPER	HOURS HOU	RLY RATE	TOTAL	
	TRAC	CEY A. DECARLO	0.90	\$205.00	\$184.50	
		TOTAL CURRENT WORK				184.50

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
	0.00
Roberts, Reynolds, Bedard & Tuzzio, PLLC-September 2018	
Cooper v Boynton Beach	5,656.00
Braswell v City	0.00
Jean-Baptiste v Boynton Beach	544.00
Andrews v Haugh	0.00
Garber v Dunlop and CBB	0.00
Kimsey v City & Brooks	0.00
Harris v City	0.00
Broberg v City	4,803.02
	11,003.02
TOTAL September 2018 Outside Counsel - Risk	11,003.02

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

October 10, 2018 Bill No. 43272

Boynton Beach, FL 33425-0310

CLIENT: MATTER: City of Boynton Beach

Jean-Baptiste v. Boynton Beach et al.

032 18352

cc: claims@bb.fl.us

BILL FOR FEES AND COSTS THROUGH 09/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/04/18	Telephone conference with State Attorney's Office re status of response to public records request and issues concerning same.	RKD	0.20
09/06/18	Preparation of Defendant, Germaine Jones', Interrogatories to Plaintiff, Renette Jean-Baptiste, on behalf of Kevens Jean-Baptiste.	LHR	1.70
09/06/18	Preparation of Defendant, Germaine Jones', Request to Produce to Plaintiff, Renette Jean-Baptiste, on behalf of Kevens Jean-Baptiste.	LHR	1.50

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR RKD	Lyman H. Reynolds, Jr., Partner Rebecca K. Davis, Paralegal	3.20 0.20	165.00 80.00	528.00 16.00
	Total Professional Services	3.40		\$544.00

Client: Matter:	City of Boynton Beach 18352 - Jean-Baptiste v. Boynton Beach et al.	October 10, 20 ⁻ Page		
CURRENT	BILL TOTAL AMOUNT DUE	\$_	544.00	
Balance Fo	orward:		2,826.00	
Payments	& Adjustments:		-2,826.00	
Total Due:		\$	544.00	

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 October 10, 2018 Attn: Julie Oldbury Bill No. 43271 P.O. Box 310 Boynton Beach, FL 33425-0310 CLIENT: City of Boynton Beach 032 MATTER: Cooper v. Boynton Beach, et al.

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 09/30/18

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/01/18	Preparation of master trial checklist in accordance with Amended Pre-Trial Schedule and Trial Order entered by Judge Middlebrooks.	RKD	1.00
09/04/18	Telephone conference with Plaintiff counsel Ryan Abrams re: status of records requested from City of Boynton Beach.	JHL	0.30
09/04/18	Receipt and review of Defendants Armor Correctional, Benjamin, Pellettere, Schwab-Molina, Bruneau, Piva, Dorsainvil, and White's Motion to Dismiss Plaintiff's Amended Complaint.	LHR	0.40
09/04/18	Preparation of e-mail to Ryan Abrams, counsel for City, re: status of documents requested from the City.	JHL	0.20
09/05/18	Receipt and review of Defendant City's Request for Copies to Defendants Armor Correctional, et al.'s Notice of Production from Non-Party dated August 24, 2018.	LHR	0.20
09/05/18	Receipt and review of Defendant City's Request for Copies to Defendants Armor Correctional, et al.'s Notice of Production from Non-Party dated July 9, 2018.	LHR	0.20
09/06/18	Receipt and review of Court's executed paperless Order to Show Cause, directing Plaintiff to respond and provide proof of service on Defendant Salmon by August 24 deadline provided by Court or show good cause why Salmon should not be dismissed.	LHR	0.20
09/06/18	Receipt and review of e-mail from Ryan Abrams, counsel for City, re: status of Plaintiff's knife and cane after the criminal trial.	JHL	0.20
09/06/18	Preparation of Defendant, Cynthia Rivera and Marco A. Villari's Request to Produce to Plaintiff Matthew Cooper, as Personal Representative of the Estate of Russel Hugh Cooper.	LHR	1.50

18346

Matter:

City of Boynton Beach 18346 - Cooper v. Boynton Beach, et al.

October 10, 2018 Page 2

Date	Services	Attorney	Hours
09/06/18	Preparation of Defendant, Cynthia Rivera's Notice of Serving Interrogatories to Plaintiff Matthew Cooper, as Personal Representative of the Estate of Russel Hugh Cooper.	LHR	1.60
09/11/18	Receipt and review of Plaintiff's Motion for Substitution of Party Plaintiff and proposed Order on same.	LHR	0.40
09/11/18	Receipt and review of Plaintiff's Response to Rule to Show Cause Re: Defendant Patricia Salmon.	LHR	0.30
09/12/18	Receipt and review of Plaintiff's Motion for Enlargement of Time to Respond to Defendants Villari & Rivera's Motion to Dismiss.	LHR	0.30
09/12/18	Receipt and review of Court's executed paperless Order denying Plaintiff's Motion for Enlargement of Time to Respond to Defendants Villari & Rivera's Motion to Dismiss without Prejudice due to failure to certify he conferred with counsel.	LHR	0.20
09/14/18	Receipt and review of e-mail from Plaintiff's counsel Lawson re: requesting if any objection to extension of time to respond to Defendants Rivera and Villari's Motion to Dismiss.	LHR	0.20
09/14/18	Preparation of email response to Plaintiff's counsel Lawson re: advising of no objection to extension of time to respond to Defendants Rivera and Villari's Motion to Dismiss.	LHR	0.20
09/14/18	Receipt and review of Plaintiff's Amended Motion for Enlargement of Time to Respond to Defendants Villari and Rivera's Motion to Dismiss.	LHR	0.30
09/14/18	Receipt and review of Plaintiff's Amended Motion for Enlargement of Time to Respond to Defendant City's Motion to Dismiss.	LHR	0.30
09/14/18	Receipt and review of second e-mail from Plaintiff's counsel Lawson re: acknowledging and confirming agreement to extension for Plaintiff to file response to Defendants Rivera & Villari's Motion to Dismiss.	LHR	0.20
09/17/18	Receipt and review of Defendant Branshaw's First Interrogatories to Plaintiff and Notice of Serving same.	LHR	0.50
09/17/18	Receipt and review of Defendant Branshaw's Request for Production to Plaintiff.	LHR	0.50
09/17/18	Receipt and review of Plaintiff's Notice of Filing Affidavit of Service of Summons & Amended Complaint on Defendant William Muhleisen, Jr.	LHR	0.10
09/17/18	Receipt and review of Court's executed paperless Order granting Plaintiff's Amended Motion for Enlargement of Time to Respond to Defendants Villari and Rivera's Motion to Dismiss.	LHR	0.20
09/17/18	Receipt and review of Court's executed paperless Order granting Plaintiff's Amended Motion for Enlargement of Time to Respond to Defendant City's Motion to Dismiss.	LHR	0.20
09/18/18	Receipt and review of multiple emails from Tracey Decarlo, Esq. City Attorney Boynton Beach, enclosing case documents pertaining to plaintiff, Russell Hugh Cooper.	LHR	0.60

Matter:

City of Boynton Beach 18346 - Cooper v. Boynton Beach, et al.

October 10, 2018

Page 3

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/18/18	Receipt and review of Plaintiff's Response in Opposition to Defendants Armor Correctional, et al.'s Motion to Dismiss the Amended Complaint.	LHR	0.40
09/21/18	Receipt and review of Plaintiff's Memorandum in Opposition to Defendant City's Motion to Dismiss Counts IV & V of Plaintiff's Amended Complaint.	LHR	0.50
09/21/18	Telephone conference with City counsel Ryan Abrams re: Plaintiff's missed deadlines and proposed responses and status of case.	AGA	0.30
09/21/18	Second telephone conference with City Counsel Ryan Abrams re: following up on issue with Plaintiff's late responses and retention of expert.	AGA	0.20
09/22/18	Receipt and review of extensive case documents from Tracey DeCarlo, Esq., City Attorney Boynton Beach, pertaining to plaintiff, Russell Hugh Cooper.	LHR	6.50
09/23/18	Receipt and review of additional case documents from Tracey DeCarlo, Esq., City Attorney Boynton Beach, pertaining to plaintiff, Russell Hugh Cooper.	LHR	6.40
09/25/18	Receipt and review of Defendants Armor Correctional, et al's Reply to Plaintiff's Response to Defendants' Motion to Dismiss.	LHR	0.50
09/26/18	Receipt and review of Defendants Armor Correctional, et al.'s Notice of Compliance with Defendant City's September 5, 2018 Request for Copies.	LHR	0.20
09/26/18	Receipt and review of Defendants Armor Correctional, et al.'s Notice of Compliance with Defendant PBSO's July 10, 2018 Request for Copies.	LHR	0.20
09/26/18	Receipt and review of Defendants Armor Correctional, et al.'s Notice of Compliance with Defendants Villari and Rivera's July 31, 2018 Request for Copies with extensive records of Bethesda Memorial Hospital and Wellington Regional Medical Center attached thereto (1-1539 of 3078 pgs).	LHR	4.20
09/27/18	Continued receipt and review of Defendants Armor Correctional, et al.'s Notice of Compliance with Defendants Villari and Rivera's July 31, 2018 Request for Copies with extensive records of Bethesda Memorial Hospital and Wellington Regional Medical Center attached thereto (1540-3078 of 3078 pgs).	LHR	4.80
09/28/18	Receipt and review of Defendant City's Reply Memorandum in Support of City's Motion to Dismiss.	LHR	0.40

PROFESSIONAL SERVICES SUMMARY

Code Name Hours	Rate Amount
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Matter:

City of Boynton Beach 18346 - Cooper v. Boynton Beach, et al.

October 10, 2018

Page 4

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	0.50	165.00	82.50
JHL	Jordan H. Lewis, Associate	0.70	140.00	98.00
LHR	Lyman H. Reynolds, Jr., Partner	32.70	165.00	5,395.50
RKD	Rebecca K. Davis, Paralegal	1.00	80.00	80.00
	Total Professional Services	34.90		\$5,656.00
CURRENT E	BILL TOTAL AMOUNT DUE		\$	5,656.00
Balance For	ward:		_	3,027.60
Payments &	Adjustments:			-3,027.60
Total Due:			\$_	5,656.00

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

CLIENT: City of Boynton Beach

0ctober 10, 2018
Bill No. 43270

Claim #001470-000390-EP-01

MATTER:

BILL FOR FEES AND COSTS THROUGH 09/30/18

Broberg v. Boynton Beach et al.

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/01/18	Preparation of master trial checklist in accordance with Order Setting Jury Trial and Directing Pre-Trial Procedures entered by Judge Sasser.	RKD	1.00
09/21/18	Preparation of case materials, including emails, deposition transcript, City's investigation materials, and discovery responses for use at pre-deposition meeting with City's Human Resources Director, Julie Oldbury.	RKD	0.60
09/24/18	Telephone conference with Gary Oldehoff, counsel for the Crawfords, confirming which counsel is representing the Crawfords and obtain updated contact information.	AGA	0.30
09/24/18	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: depositions of Lori LaVerriere, Suzanne Crawford, and Gladys CAnnon.	LHR	0.20
09/24/18	Preparation of e-mail to City Manager Lori LaVerriere and City Paralegal Lynn Swanson re: depositions of Lori LaVerriere and Sgt. Gladys Cannon.	LHR	0.20
09/24/18	Receipt and review of email response from City Attorney Lori LaVerriere re: her deposition and issues concerning same.	LHR	0.20
09/24/18	Preparation of second email to City Attorney Lori LaVerriere re: her deposition and acknowledging issues concerning same.	LHR	0.20
09/24/18	Preparation of e-mail to Plaintiff's counsel Alvarez re: issues with deposition of City Manager Lori LaVerriere and attempting to resolve same.	LHR	0.20
09/24/18	Receipt and review of Plaintiff's Third Request to Produce to Defendant City.	LHR	0.50

15414

Matter:

City of Boynton Beach 15414 - Broberg v. Boynton Beach et al.

October 10, 2018 Page 2

Date	Services	Attorney	Hours
09/25/18	Telephone conference with Gary Oldehoff, counsel for Suzanne Crawford, regarding Plaintiff's request for the deposition of Ms. Crawford, our request to confer with Ms. Crawford, and defense strategies.	AGA	0.30
09/25/18	Preparation of e-mail to Plaintiff's counsel Alvarez re: depositions of Lori LaVerriere, Suzanne, Crawford, and Sgt. Gladys Cannon.	LHR	0.20
09/25/18	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: his questions concerning Suzanne Crawford and our no longer voluntarily producing her for deposition.	LHR	0.20
09/26/18	Telephone conference with Plaintiff's counsel Alvarez re: depositions of Lori LaVerriere, Sgt. Cannon, and Suzanne Crawford.	LHR	0.30
09/26/18	Preparation of e-mail to City Manager Lori LaVerriere and City Paralegal Lynn Swanson re: depositions of Ms. LaVerriere and Sgt. Cannon.	LHR	0.20
09/26/18	Receipt and review of email response from City Paralegal Lynn Swanson re: status of deposition of Sgt. Cannon.	LHR	0.20
09/26/18	Receipt and review of email response from City Manager Lori LaVerriere re: her deposition and questions concerning same.	LHR	0.20
09/26/18	Preparation of second email to City Manager Lori LaVerriere re: her deposition and answering her questions concerning same.	LHR	0.30
09/26/18	Receipt and review of second e-mail from City Manager Lori LaVerriere re: her deposition.	LHR	0.20
09/26/18	Second telephone conference with Plaintiff's counsel Alvarez re: depositions of Lori LaVerriere, Sgt. Cannon, and Suzanne Crawford.	LHR	0.20
09/26/18	Preparation of fourth email to City Manager Lori LaVerriere re: her deposition and status of notice for same.	LHR	0.20
09/26/18	Research FL cases and statutes regarding definition of public records and whether drafts constitute public records.	AGA	0.50
09/26/18	Receipt and review of fourth email from City Manager Lori LaVerriere re: issues concerning her deposition and attempting to resolve same.	LHR	0.10
09/26/18	Preparation of e-mail to Plaintiff's counsel Alvarez re: issues with deposition of Lori LaVerriere and attempting to resolve same.	LHR	0.20
09/26/18	Receipt and review of email response from Plaintiff's counsel Alvarez re: issues with deposition of Lori LaVerriere and resolution of same.	LHR	0.20
09/26/18	Receipt and review of fifth email to City Manager Lori LaVerriere re: her deposition.	LHR	0.20
09/26/18	Preparation of fourth email response to City Manager Lori LaVerriere re: her deposition.	LHR	0.20

City of Boynton Beach 15414 - Broberg v. Boynton Beach et al. Matter:

October 10, 2018 Page 3

Date	Services	Attorney	Hours
09/26/18	Receipt and review of Plaintiff's Re-Notice of Taking Deposition of Lori LaVerriere.	LHR	0.20
09/26/18	Telephone conference with clerk Barry Dunn of the Florida Employee Relations Commission re: finding a prior opinion for use in summary judgment motion.	JHL	0.30
09/26/18	Receipt and review of e-mail from Barry Dunn, clerk for Public Employees Relations Commission, re: hearing officer's recommended order and final order in Irvin Lee Dale vs. Department of Corrections, WB-94-002.	JHL	0.30
09/26/18	Receipt and review of hearing officer's recommended order and final order in Irvin Lee Dale vs. Department of Corrections, WB-94-002.	JHL	0.40
09/26/18	Additional revisions to City's Motion for Summary Judgment.	JHL	3.90
09/26/18	Review of file materials in preparation for pre-deposition meeting with Julie Oldbury.	AGA	1.50
09/27/18	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: his inquiries concerning why we are no longer able to produce Suzanne Crawford for deposition.	LHR	0.30
09/27/18	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Re-Notice of Taking Deposition of Lori LaVerriere.	LHR	0.20
09/27/18	Preparation of e-mail to Ricardo A. Reyes, Esq., re: status of authorization to the Internal Revenue for release of tax records for re-execution by plaintiff, Leif Broberg.	AGA	0.20
09/27/18	Telephone conference with Ricardo A. Reyes, Esq., re: status of authorization to the Internal Revenue for release of tax records for re-execution by plaintiff, Leif Broberg.	AGA	0.20
09/27/18	Telephone conference with Palm Beach County State Attorney's office re: status of public records request pertaining to plaintiff, Leif Broberg.	RKD	0.20
09/27/18	Preparation of e-mail to Adrian Alvarez, counsel for Plaintiff, re: information for the deposition of Suzanne Crawford.	AGA	0.30
09/27/18	Receipt and review of e-mail from Adrian Alvarez, counsel for Plaintiff, re: information for the deposition of Suzanne Crawford.	AGA	0.20
09/27/18	Preparation of third public records request to Palm Beach County State Attorney's Office, for records pertaining to plaintiff, Leif Broberg.	LHR	0.60
09/27/18	Preparation of e-mail to Tracey DeCarlo, City attorney, re: deposition of Julie Oldbury.	AGA	0.20
09/27/18	Receipt and review of City of Boynton Beach's Whistleblower Policy continued within the Administrative Policy Manual.	AGA	0.30
09/27/18	Preparation of e-mail to Gary Oldehoff, counsel for Crawford, re: depositions taken in case.	AGA	0.20
09/27/18	Attendance at pre-deposition meeting with Julie Oldbury at the City of Boynton Beach in Boynton Beach, FL.	AGA	2.70

Matter:

City of Boynton Beach 15414 - Broberg v. Boynton Beach et al.

October 10, 2018 Page 4

Date	Services	Attorney	Hours
09/27/18	Receipt and review of e-mail from City Paralegal Lynn Swanson re: upcoming deposition of Lori LaVerriere.	LHR	0.20
09/28/18	Telephone conference with Julie Oldbury re questions pertaining to Administrative Policy Manual versus Personnel Policy Manual.	AGA	0.20
09/28/18	Preparation of e-mail to Adrian Alvarez, counsel for Plaintiff, re: deposition of Julie Oldbury.	AGA	0.20
09/28/18	Receipt and review of e-mail from Adrian Alvarez, counsel for Plaintiff, re: deposition of Julie Oldbury.	AGA	0.20
09/28/18	Receipt and review of email from records custodian at Palm Beach County State Attorney's Office, re: receipt and acknowledgement of public records request pertaining to plaintiff, Leif Broberg.	LHR	0.20
09/28/18	Preparation of correspondence to Julie Oldbury, Director of HR & Risk Management, City of Boynton Beach, re: initial draft of defendant, City of Boynton Beach's Response to Plaintiff's Third Request to Produce.	LHR	0.30
09/28/18	Preparation of initial draft of Defendant, City of Boynton Beach's response to plaintiff's Third Request to Produce.	LHR	1.40
09/28/18	Telephone conference with Stuart Robinson, former FBI agent, re: status of case.	AGA	0.30
09/28/18	Receipt and review of e-mail from Tracey DeCarlo, City attorney, re: deposition of Julie Oldbury.	AGA	0.20
09/28/18	Preparation of e-mail to Julie Oldbury, City, re: her deposition.	AGA	0.20
09/28/18	Receipt and review of e-mail from Adrian Alvarez, counsel for Plaintiff, re: deposition of Julie Oldbury.	AGA	0.20
09/28/18	Receipt and review of e-mail from Julie Oldbury, City, re: her deposition.	AGA	0.20
09/28/18	Receipt and review of e-mail from Gary Oldehoff, counsel for Crawfords, re: tapes or transcript of Broberg's interviews with the FBI.	AGA	0.20
09/29/18	Preparation of email response to Gary Oldehoff, counsel for Crawfords, re: tapes or transcript of Broberg's interviews with the FBI.	AGA	0.20
09/30/18	Extensive review of voluminous exhibits in preparation of trial exhibit list.	AGA	4.60
09/30/18	Extensive review of voluminous exhibits in preparation of trial exhibit list.	RKD	4.60

Matter:

City of Boynton Beach 15414 - Broberg v. Boynton Beach et al.

October 10, 2018

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PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	13.60	165.00	2,244.00
JHL	Jordan H. Lewis, Associate	4.90	140.00	686.00
LHR	Lyman H. Reynolds, Jr., Partner	8.00	165.00	1,320.00
RKD	Rebecca K. Davis, Paralegal	6.40	80.00	512.00
	Total Professional Services	32.90		\$4,762.00

DISBURSEMENTS

	DIODO!(OLINL!(10		
Date	Description		Amount
09/27/18	Local Travel Boynton Beach: Pre-depo meeting with Julie Oldury. Meals: \$41.02 - Andrea Amigo		41.02
	Total Disbursements		\$41.02
CURRENT E	BILL TOTAL AMOUNT DUE	\$ _	4,803.02
Balance Forward:			1,103.66
Payments & Adjustments:			-1,103.66
Total Due:		\$	4,803.02



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

Approve the minutes from City Commission meeting held on September 20, 2018.

EXPLANATION OF REQUEST:

Minutes

The City Commission met on September 20, 2018 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A			
ALTERNATIVES: Do not approve the minutes			
STRATEGIC PLAN: Building Wealth in the Community			
STRATEGIC PLAN APPLICATION:			
CLIMATE ACTION: No			
CLIMATE ACTION DISCUSSION:			
Is this a grant? No			
Grant Amount:			
	-		
ATTACHMENTS:			
Туре	Description		

09-20-18

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY SEPTEMBER 20, 2018, AT 6:30 P.M. AT THE INTRACOASTAL PARK CLUBHOUSE, 2240 N. FEDERAL HWY, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor Christina Romelus, Vice Mayor Mack McCray Commissioner Justin Katz, 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

Debbie Beher gave the invocation. (signed invocation)

Pledge of Allegiance to the Flag

Commissioner McCray led the Pledge of Allegiance to the Flag.

ROLL CALL

Judith Pyle, City Clerk, called the roll. A guorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to add to Legal 12.H, review the lien reduction order by the Special Magistrate.

Commissioner Katz requested to move 11.A, 11.B and 11.C after announcements.

Attorney Cherof requested Public Hearing item 8.G, Proposed Ordinance 18-023, needed to be tabled. Legal 12-B, Proposed Ordinance 18-017 item to remain on the table.

2. Adoption

Motion

Vice Mayor Romelus moved to approve the agenda as amended. Seconded by Commissioner McCray.

Vote

The motion unanimously passed.

2. OTHER

A. Conduct Second Public Budget Hearing for FY 2018/2019 Annual Budget.

Proposed Resolution No R18-128- Adopt the Final Millage rate for the General Fund for Fiscal Year 2018-2019.

Attorney Cherof read Resolution No. 18-128 into the record by title only.

Motion

Commissioner Casello moved to approve. Seconded by Commissioner McCray.

Herb Suss,1711 Wood Fern, indicated with everything going on in this City, he believes the City was running "a tight budget". Mr. Suss explained the City needed to increase the millage rate to 8%. Noted doing this there will be an increase to the incoming revenue. This item should be re-opened and changed. Mr. Suss believed the City would run into problems in the future.

Mayor Grant responded this was one of the reasons the City was utilizing a public/private partnership.

Commissioner McCray asked the City Manager if she believes the City could potentially have a problem with the current millage rate. Ms. LaVerriere responded no.

Commissioner Casello asked the City Manager about the CIP budget and the reallocations of Funds. Ms. LaVerriere noted this was on the agenda.

Mayor Grant requested a vote.

Vote

The motion unanimously passed.

Proposed Resolution No. R18-129 Adopt Final Budget for the General Fund and all other Funds for Fiscal Year 2018-2019

Attorney Cherof read Proposed Resolution No. R18-129 into the records by title only.

Motion

Commissioner Casello moved to approve. Seconded by Commissioner McCray for discussion.

Ms. LaVerriere informed the Commission the City of Boynton Beach was still in negotiation with IAFF (International Association of Fire Fighters) and SCIU (Service Employees International Union) (Blue and White Collar). The City Manager would like to request a 3% wage increase for the general fund employees. She indicated these employees were not a part of the union. Ms. LaVerriere advised the Commission the value of the 3% raise for the general employees in the General Fund was \$382,000. The City budgeted \$850,000 for all employees' raises. Ms. LaVerriere responded this would leave funding for the IAFF and the SCIU bargaining employees.

Mayor Grant inquired if the Police Department was being negotiated separately.

Ms. LaVerriere responded the police have a step plan. They are in the 2nd year of the Collective Bargaining Agreement (CBA). They are not subject to raises outside of the step plan.

Mayor Grant asked if the Commission was in agreement with the 3% wage increase.

Commission McCray stated he was on board with the 3% raise. Ms. LaVerriere responded the funds were already allocated in the budget.

Ms. LaVerriere stated there was discussion at the last meeting of the potential of taking a look at some Capital Improvement Funding (CIP) for acceleration of the new capture exhaust systems for the Fire Department. Explained what the capture exhaust system entails to the Fire Department. Stated the current systems were antiquated and there was new technology available. There was some discussion regarding the CIP funding which was allocated towards the Golf Course. Ms. LaVerriere said she spoke with Andrew Mack regarding the entry road and determined this could be delayed a couple of years. If the Commission was in agreement a portion of the funding could be accelerated. This would be about \$100,000. Ms. LaVerriere explained this does not affect the funding level; as this was a reallocation of the funds.

Mayor Grant inquired of the City Attorney if this should be approved as stated or as amended. Attorney Cherof responded this should be approved as stated.

Commissioner Casello wanted to thank the Commission and the City Manager for going along with this proposal. As a former firefighter he appreciated the Commission moving this item forward.

Commissioner McCray thanked the Finance Department for working with the Commission to get the budget approved. Thanked the City Manager for providing the Commission a budget they could work with.

Mayor Grant asked if this could be approved as amended

Motion

Commissioner Casello moved to approve as amended. Seconded by Commissioner McCray.

Mayor Grant asked for a vote.

Vote

The motion unanimously passed.

B. **PROPOSED RESOLUTION NO. R18-130** - Ratification by City Commission of the Boynton Beach Community Redevelopment Agency (CRA) annual budget for fiscal year 2018-2019.

Attorney Cherof read Proposed Resolution No. R18-130 into the records.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion with discussion.

Commissioner McCray thanked the CRA and staff.

Vote

The motion unanimously passed.

C. Informational Items by Members of the City Commission.

Commissioner Katz stated he met with representatives from the Olen Group.

Commissioner McCray attended the funeral services for the daughter of employee Ms. Cherry-Guberman. He thanked staff for the lighting. He also attended the demolition of the old City Hall.

Vice Mayor Romelus attended the memorial services for David Allen Burke. Noted Mr. Burke sat on the Tourist Development Council for over 20 years, and was the Vice

President of Marketing for the Breakers Hotel. He was a great friend and mentor. She met with Bradley Miller of Miller Land Planning.

Commissioner Casello stated he had no disclosures.

Mayor Grant indicated on September 8, 2018, he attended the 5th annual POW/MIA/OREE held at the veteran cemetery. On September 11, attended the Boynton Beach Ceremony at Veteran Park and thanked Captain Deale. He attended the grand opening of One Boynton. September 12th attended a meeting with Healthier Boynton Beach. He was on the advocacy committee for caregivers and was trying to enact the Care Act. September 14th attended the Florida League of City Legislative Policy meeting regarding leniency in economic development. September 17th attended the demolition event at the old City Hall. Met with Boynton Beach Mental Health Committee, attended the Transportation Planning Agency (TPA) where they are voting on the 20-year future plan. The TPA was looking to expand the turnpike from 4 lanes to 8 lanes and adding 2 managed lanes. Lastly, he attended the programing event for Race to Equality under My Brother's Keeper.

Commissioner McCray wanted to thank the men and women in blue regarding the lock down of the Boynton Beach School.

Commissioner Katz Indicated he spoke with the Deputy Superintendent and he only had praises for the Boynton Beach Police Department. Everyone from the school district appreciates the Boynton Beach Police Department.

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Proclaim the week of September 24-30, as Deaf Awareness Week. Beth Wagmeister, Director of Deaf Services for Gulfstream Goodwill Industries, Inc. will accept the proclamation from Mayor Grant

Mayor Grant proclaimed the week of September 24-30th as Deaf Awareness Week.

Beth Wagmeister, Director of Deaf Services for Gulfstream Goodwill Industries, thanked the City for the inclusion of deaf people within the City of Boynton Beach. She hopes that other municipalities will mirror the City of Boynton Beach.

Commissioner McCray asked how many hearing impaired people are in Boynton Beach. Ms. Wagmeister responded there are 68 residents which have been identified that are deaf, this would not include the hard of hearing.

Debbie Mayors, Grants and ADA Coordinator noted the City of Boynton Beach have held fire safety expos, constantly training staff from law enforcement and fire department, silent painting parties, hurricane preparedness workshops for the deaf,

flood awareness workshop, Stop the Bleed and CPR, teaching American sign language for employees, and City of Boynton Beach Health Fair. November final event was the active shooter training for Palm Beach County Association of the Deaf.

A representative of the Police Department presented the deaf community with the Pullover Pal, a compact organizer which can be used to let police and fire personnel know that they are deaf.

B. Proclaim September 28, 2018 as Childhood Cancer Awareness Day.

Mayor Grant proclaimed September 28, 2018 as Childhood Cancer Awareness Day. Each year 150 children are diagnosed with childhood cancer; pediatric oncology was founded to raise awareness.

C. Announce That Palm Beach County Property Appraisers Office will be manning a table at the Senior Center to provide Boynton Beach Residents with information on how to file for Homestead Exemption from 1:30 pm- 2:30 pm on the Following dates:

Tuesday, October 9, 2018 Tuesday, November 13, 2018; and Tues, December 11, 2018

Mayor Grant announced Palm Beach County Property Appraiser Office will be manning a table at the Senior Center.

Mayor Grant stated the RPM (Route Performance Maximization) indicated there was a kick off on September 29, 2018 with free bus rides on October 1st.

(Items 11 A-C were discussed at this time)

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)

Herb Suss, 1711 Wood Fern, gave his annual report cards. Gave everyone an A+. In his opinion this was the best Commission since he has been here in Boynton Beach. The State of Florida has an important upcoming election. Noted Ron DeSantis, Republican, a governor candidate was a racist. Informed the Commission the algae was growing along the coast. Countywide everyone knows where Ron DeSantis stands. Indicated the situation with the Supreme Court nominee Kavanagh, said he lied 4 times. Indicated everyone needed to watch Mitch McDonald.

Commissioner McCray thanked Mr. Suss for being honest. Vice Mayor Romelus stated she would have loved to have Mr. Suss as her professor in graduate school.

Joe Russo, 313 Datura Street, Executive Director, Palm Beach Technology Association wanted to inform the Commission of a project his company was working on with Mr. David Scott, Economic Director, known as 1909. Earlier this year David Scott and members of the Business Development Board Entrepreneurial Members Task Force began to look at the gaps in the small business entrepreneurial eco systems, among those having an affordable workspace, consistent mentorship, business education and access to capital. The name 1909 represents the founding date of Palm Beach County. The program would serve the 39 municipalities by uniting technological, entrepreneurial, creative and small business communities. The accelerator program would guide 25 people in the curated program for specific industry verticals, dependent on funding and community partners. We hope this program can build businesses within the City of Boynton Beach.

Commissioner McCray stated he was one of David Scott's biggest critics, but he can see the fruits of his labors through this program.

Vice Mayor Romelus requested this presentation to be added as a Future Agenda item.

Mayor Grant stated he has been to the facility in West Palm Beach and it was a great idea to have in the City of Boynton Beach.

There was a consensus to contact Mr. Russo to provide a full presentation.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Alt

Building Board of Adjustments & Appeals: 1 Reg and 2 Alts

Historic Resource Preservation Bd: 1 Reg

Senior Advisory Bd: 1 Alt

Motion

Mayor Grant moved to nominated Lawrence Siegel to the Senior Advisory Board (Alt). Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

6. CONSENT AGENDA

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

- A. Proposed Resolution R131- Authorize the Mayor to sign the application and agreement for Library State Aid to Public Libraries Grant for FY2018/2019
- B. Proposed Resolution No. R18-132 Authorize the City Manager to sign all documents associated with the acceptance of the Victims of Crime Act (VOCA) grant for the FY 2018-2019 funding cycle in the amount of \$61,759
- C. PROPOSED RESOLUTION NO. R18-133 Authorize the City Manager to sign a letter of agreement with Counseling Services Associates (CSA) to provide Employee Assistance Program (EAP) services at the rate of \$13.00 per employee, per year (estimated annualized cost of \$10,725) from October 1, 2018 through September 30, 2019, with two additional one year options for renewal.
- D. PROPOSED RESOLUTION NO. R18-134 Authorize the City Manager or designee to accept the Small Matching Grant from the Florida Department of State, Division of Historical Resources in the amount of \$50,000 and sign the grant award agreement and all related documents and add the word "flooring" to the Children's Museum Painting Exterior & Soffit Repair in FY2018/2019 CIP.
- E. PROPOSED RESOLUTION NO. R18-135 Authorize the City Manager to sign a contract with Tri-County Mobile Wash, Inc. DBA Superior Wash utilizing the City of Deerfield's contract #2016-17/21 with an estimated annual expenditure of \$80,000 for the washing of trucks and engines. Finance has reviewed and determined that the City of Deerfield's procurement process satisfies the City's competitive bid requirements.
- F. Approve the "Boynton Beach Town Square" record plat, conditioned on the approval being the certification of the plat documents by the City Engineer
- G. Approve the issuance of an annual blanket purchase order to Sunbelt Waste Equipment of Pompano Beach, FL for an estimated annual expenditure of \$85,000. Sunbelt Waste Equipment is the sole source authorized dealer and repair center for Heil products.

- H. Approve the issuance of an annual blanket purchase order to South Florida Emergency Vehicles for an estimated annual expenditure of \$75,000. South Florida Emergency Vehicles is the sole source authorized dealer and repair center for Fire Engine & Ladder units.
- I. Award Bid No.: 033-2730-18/IT, "Sod and Sod Installation" to three (3) contractors as primary and secondary suppliers. This is a Southeast Florida Governmental Purchasing Cooperative Bid for approximately forty-five (45) municipalities, with the City of Boynton Beach acting as the Lead Agency. The initial term of the contract is for one-year with the option to renew the contract for three (3) additional one (1) year terms. The estimated expenditure for the City of Boynton Beach for the one-year period is \$5,000.00.
- J. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the ten (10) month period ended July 31, 2018.
- K. Accept the written report to the Commission for purchases over \$10,000 for the month of August 2018.
- L. Legal Expenses August 2018 information at the request of the City Commission. No action required.
- M. Approve the minutes from City Commission meeting held on August 21, 2018.
- N. 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 September 20, 2018 - "Request for Extensions and/or Piggybacks."

Motion

Commission Katz moved to approve the Consent Agenda as presented. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed

7. BIDS AND PURCHASES OVER \$100,000

A. PROPOSED RESOLUTION NO. R18-136 - Authorize the City Manager to sign Task Order No. UT-1C-01 to Carollo Engineers, Inc. in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by Commission on August 7, 2018 for GIS work in connection with Utility Infrastructure Management not to exceed \$189,135. Mayor Grant read Proposed Resolution No. R18-136 into the record by title only.

Joseph Paterniti, Utility Director, said based on the technology the City uses to identify task orders, this will help verify the component into the field. It will also create some applications. "This would be an upgrade of the City Utility infrastructure base map in order to prepare hydraulic models and assist with management of the Utility systems. With the continued backlog of data, this task order will provide staff with assistance updating the base map and enable improved research of field conditions. Additionally, FTC will migrate the data into the City/Utility SQL server which will facilitate the use of other existing software systems. Finally, the project will provide mechanisms for expanding use of the technologies by field crews for infrastructure locations and troubleshooting daily and emergency situations".

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed

B. PROPOSED RESOLUTION NO. R18-137 - Approve the Property, Casualty, and Workers' Compensation insurance coverage renewals with Preferred Governmental Insurance Trust (PGIT) for an annual amount of \$944,327 and authorize City Manager to sign all required documents for the term of the policy: October 1, 2018 - September 30, 2019.

Mayor Grant read Proposed Resolution No. R18-137 into the record by title only.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed

C. Approve utilizing the City of Delray's Agreement based on ITB #2017-047 for the procurement of bulk gasoline and diesel fuel with MacMillan Oil Company, LLC of Hialeah, FL for the City's fleet for the period of October 1, 2018 thru June 6, 2020 to coincide with the award period of Delray Beach. The estimated annual expenditure is \$1,000,000. The City of Delray's procurement process satisfies the City of Boynton Beach's competitive bid requirements

Mayor Grant read the agenda item into the record by title only.

Motion

Commissioner McCray moved to approve with discussion. Commissioner Casello seconded the motion.

Commissioner McCray inquired as to how much the City of Boynton Beach spent in the budget last year for this item. Andrew Mack, Director of Development, responded the City spent \$908,000. Commissioner McCray asked if this amount would be enough. Mr. Mack stated in the affirmative. Commissioner Casello inquired if the prices were fixed or did the prices fluctuate with the price of fuel. Mr. Mack responded the prices fluctuate.

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.

A. PROPOSED ORDINANCE NO. 18-024 - FIRST READING - Approve Good Stone Townhomes annexation (ANNEX 18-001) Applicant: Good Stone, LLC. (Per applicant's request tabled to October 2, 2018)

PROPOSED ORDINANCE NO. 18-025 - FIRST READING - Approve Good Stone Townhomes Future Land Use Map Amendment (LUAR 18-002) from Palm Beach County's Commercial High with a maximum density of 5 dwelling units/acre (CH/5) to Special High Density Residential (SHDR). Applicant: Good Stone, LLC. (Per applicant's request tabled to October 2, 2018)

PROPOSED ORDINANCE NO. 18-026 - FIRST READING - Approve Good Stone Townhomes Rezoning (LUAR 18-002) from Palm Beach County's Commercial General (CG) to Infill Planned Unit Development (IPUD). Applicant: Good Stone, LLC. (Per applicant's request tabled to October 2, 2018)

B. Approve Good Stone Townhomes New Site Plan (NWSP 18-001) to allow construction of a multi-family residential project consisting of four (4), three-story townhomes totaling 12,180 square feet and related site improvements, located on the southeast corner of Federal Highway and Chukker Road. This request is in coordination with applications for Annexation, Future Land Use

Amendment, and Rezoning. Applicant: Good Stone, LLC. (Applicant requests tabling to October 2, 2018)

C. Approve 125 E. Boynton Beach Blvd. Major Site Plan Modification (MSPM 18-004) to construct a one-story, 1,226 square foot addition to an existing 1,780 square foot office building and related site improvements, at 125 E. Boynton Beach Blvd. in the C-3 (Community Commercial) zoning district. Applicant: Limor Drillich.

Mayor Grant read the item by title only.

Attorney Cherof administered an oath to all parties who wished to testify.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Craig Drillich 9165 Circle, owner of Property Damage Consultants, Public Adjuster and Appraisers, indicated he has been a Public Adjuster for 17 years. Purchased the property located at 125 E. Boynton Beach Boulevard with the intention of making this his main office. Provided a rendering for the building. Advised the site plan has been approved. His company will occupy 2/3 of the space and rent the other portion to tenants. They are requesting approval of the addition onto the building along with a facelift which will bring the building up to all current Building Codes. Explained this was the building directly behind the current City Hall.

Mayor Grant inquired regarding the irrigation which was going on within the City, would the City provide potable water or reclaimed water. Mr. Groff replied this was on the east side, it was either a well or potable water. There will be reuse close by, if the City could get reuse to this customer they will. Mayor Grant stated this was currently with the City irrigation system. Mr. Groff, Assistant City Manager stated the City needed to bring reuse down when the City completes Town Square. The City may have reuse available for that side of the street.

Mayor Grant asked to make that subject to the City's ability to allow reclaimed water. Attorney Cherof requested clarification, subject to meaning it was not available it was not approved, or when it is available it needs to be connected. Mayor Grant stated if it was available for him to have reclamation water, he can have reclamation water. Mayor Grant asked if this would include running pipes to his property.

Mr. Groff explained this was the same as the potable water. A meter is set and the property owner is connected.

Mayor Grant asked if this was something the owner was willing to do. Mr. Groff noted it was less expensive. Mr. Drillich responded yes.

Commissioner Casello inquired as to how many employees the agency would employ. Mr. Drillich replied there was currently 5 adjusters, a secretary and a bookkeeper.

Commissioner McCray asked when can they expect to see the gun and ammunition sign gone. Mr. Drillich stated this has been done already.

Commissioner Katz thanked Mr. Drillich for selecting Boynton Beach for the future home of his business.

Attorney Cherof noted for clarification, the condition of approval. Mayor Grant stated to allow for the ability to have reclaimed water at the owners site. Attorney Cherof stated this would be an additional condition which will be added by staff.

Mayor Grant requested a vote.

Vote

The motion unanimously passed

D. PROPOSED ORDINANCE NO. 18-027- FIRST READING - Approve Arden Park abandonment (ABAN 18-002) allowing the abandonment of the unimproved, 10.2-foot wide alley running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue. Applicant: Michael Simon, CRA Executive Director.

Attorney Cherof read the Proposed Ordinance No. 18-027 on first reading into the record.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Clerk Pyle called the roll.

Vote

5-0

E. Approve Town Square Phase One Major Site Plan Modification (MSPM 18-006) to construct a 109,085 square foot City Hall / Library building, an 827 space parking garage, associated right-of-way improvements, and recreational amenities on an 8.91-acre site. Applicant: City of Boynton Beach.

Attorney Cherof swore in all those who wished to testify. These proceedings were quasi-judicial.

Amanda Bassiely, Senior Planner requested to combine the Master Plan as well as the Town Square Phase One Community Design Plan Appeal. Mayor Grant agreed.

Ms. Bassiely explained the Master Plan with approximately 15.04-acre site, rezoned to have a Land Use (LU) of Mix Use Medium (MUM), the zoning was MU-3. The City of Boynton Beach. Requesting approval of a Major Site Plan Modification for the first phase of the Town Square Master Plan as well as the Community Design Plan Appeal. Phase one includes the construction of a 109,085 square foot City hall and library building located on the southeast corner of Ocean Avenue and Seacrest Boulevard, an 827 space parking garage located on the south side of SE 1st Avenue, right-of-way improvements, and public amenities. The applicant is also requesting approval of two (2) concurrent Community Design Plan Appeals.

There are two existing buildings, the Old High School and the Children's Schoolhouse. The proposed buildings are the City Hall/Library and the Parking Garage. The public amenities include, the Green, Kapok Park and Kids Kingdom Playground. There is also a right-of-way. Ms. Bassiely stated the front faces the Green, showed an enlarged public realm on Ocean Avenue. There will be sidewalks throughout the site. The height of 74 feet was closest to Ocean Avenue. Showed views from Ocean and Searcrest Boulevard as well as from S.E. 1st Avenue. There would be two entrances.

Commission McCray asked if the building was facing Seacrest. Ms. Bassiely responded the building was facing the Green. Seacrest was behind the building. Mayor Grant asked if there was an entrance on Seacrest. Ms. Bassiely stated she will get to that.

Ms. Bassiely provided a view from the SE 1 Avenue. She indicated the public could see the two garages and one of the entrances to the Commission chambers. Different views were shown from Ocean, Searcrest Boulevard. Indicated the MU-3 zoning district requires no building setbacks. The enlarged setback accommodates space for a surface parking lot, which will serve the Commission chambers. In order to mitigate any negative impacts of the enlarged setback, an enhanced streetscape was proposed along a portion of Seacrest Boulevard. The proposal includes an eight (8) foot wide paver sidewalk, street trees, a trellis, and a decorative bus stop. Ms. Bassiely provided photos/drawings of the building and trellis.

Commissioner Casello asked for clarification regarding the trellis. Would this be an open trellis or a closed trellis? Ms. Bassiely responded it would be a shade structure. This would be an open trellis that would have vines going up the structure. It would be a green wall.

Vice Mayor Romelus requested clarification on an entrances on the plans. Ms. Bassiely responded these were entrances to the community rooms and incubators spaces.

Ms. Bassiely indicated there were two Community Design Plan Appeals. This phase also includes the right-of-way improvements to NE 1st Avenue, Ocean Avenue, Seacrest Boulevard, and SE 1st Avenue. As noted earlier, the applicant is requesting that SE 1st Avenue was extended westward to meet Seacrest Boulevard and complete the grid block pattern.

Mayor Grant asked if there were entrances and exits through the building. Ms. Bassiely stated there would be a driveway in-between the two buildings and the parking garage.

Ms. Bassiely stated staff was recommending approval, however the residential wrap from this garage will be designed and approved within phase two of the master plan. If phase two is not constructed prior to the use of the garage, an interim design was required. An additional architectural treatment of all facades will be required to be in compliance with the LDR (Land Development Regulations), which may include, but is not limited to the green wall design, additional architectural design, use of textures and materials and public art.

Mayor Grant asked if this would be required if they are built before phase two. Ms. Bassiely responded if it was built and used before phase II.

Mayor Grant asked will those things be used after phase II was built. Ms. Bassiely responded it depends on the lag time; this was to protect the City from having a standalone parking garage with nothing around it.

Mayor Grant asked the definition on what was a lag. Mr. Groff Colin representing the City of Boynton Beach, stated the Code requires a parking garage to have a wraparound with an architecture feature. If phase two was not built there was a condition stating the garage needed to be wrapped. The Code requires them to comment.

Major Grant asked if this was for building permit issues or approved. Ms. Bassiely responded the site plans needed to be approved. Mr. Groff indicated the Commission will be seeing the site plans in 6 to 8 weeks.

Ms. Bassiely indicated staff had three additional recommendations. Provide "two additional handicap parking spaces in the surface parking lot to the southwest of the proposed City hall/Library, provide sweet almond bushes in place of a portion of the fire bush plants, and provide passion flower vines and balloon vines on the proposed trellis along Seacrest." Ms. Bassiely indicated staff could provide some butterfly attracting plants.

Commissioner Katz supported the staff recommendation to not make such ridged guidelines and be more accommodating.

Commissioner Casello stated he has an issue with the trellis and vines. Trellis and vines are a maintenance nightmare. Commissioner Casello advised he was not sure if the City

of Boynton Beach had the ability to take care of the proposed trellis. Mr. Groff responded there are many comments on the trellis. Staff was working on the design. They need to meet the regulatory requirement as well as meeting the desires of the owner.

Mayor Grant inquired if there was currently a bus stop in this area. Mr. Groff responded there was a bus stop 200 feet north of the building. Major Grant stated the reason why it was there was because it was the interchange of Boynton Beach Boulevard. Noted the residents must walk an additional 200 feet to the bus stop. Mr. Groff responded at this time the bus stop was in front of the Library.

Mayor Grant asked about the bus stop across from the Post Office. Mr. Groff stated that was planned in phase III.

Mayor Grant asked for clarification regarding the trellis and its location. Mr. Groff said it would be located at the City Hall building.

Mayor Grant asked if the trellis would effect a driver's vision when trying to make a left. Ms. Bassiely responded they would not be allowed to make a left.

Mayor Grant inquired if the trellis would be 25 feet from the corner. Asked if the parking lot would be exposed. Mr. Groff replied the trellis would shield the parking lot from Seacrest slightly. Mayor Grant said the Commission has no idea what the trellis was going to look like. Mr. Groff indicated staff will bring the trellis back to the Commission.

Mr. Groff informed the Commission there are some building regulations regarding the building setback lines. The City wanted the parking lot placed in this area. The building sits back further than what was allowed by Code. The Code dictates the building needed to be closer to the road. The Code allows for design appeal. The recommendation was doing something along Seacrest which compliments the building as well as meet the requirement for the setback which the City of Boynton Beach was not meeting. Mr. Groff said staff would bring that additional information to the Commission. The trellis would need to meet the requirements of the Code and it needs to match and blend into the building.

Mayor Grant asked can they make this subject to the trellis approval. Mr. Groff replied Ms. Bassiely mentioned the trellis, but the trellis was not in the recommendation. The recommendation was that something needed to be done along that wall. Mr. Groff mentioned that in Lake Worth there was a bus stop in front of City Hall that looks really nice.

Ms. Bassiely advised the trellis was part of the conditions of approval, as well as the requirements from the Planning and Zoning Board to have vines along the trellis. She stated it does not mean that it would be only a trellis. Said there would be no knee walls, there are columns, and staff was waiting for final designs. If more details were needed the Commission can ask for an amendment to the condition of approval.

Mayor Grant requested to amend the condition of approval so that the Commission have more knowledge of what was going to be on the wall before approval. Mr. Groff stated he was in agreement.

Mayor Grant mentioned the different trees. Said there were 93 sable palms. He inquired if the City of Boynton Beach could have more variety and more shade trees. Mr. Groff stated the architect looked everywhere where a shade tree could be placed. Indicated the City does not want to place a tree where there was not enough room.

Mayor Gran asked if this includes the existing trees as well. Mr. Groff stated there are five trees required to be saved. The Banyans trees are being preserved as well as the Kapok trees. There are two trees on Ocean which could not be saved.

Mayor Grant asked if the he Kapok tree on the NW corner of Ocean Avenue and 1st could be moved. Mr. Groff responded the Kapok tree was in phase II. Mayor Grant asked was it possible to save the Kapok tree and place it in phase one. Mr. Groff responded staff are working with the private developer. The answer was we would like to if possible. Moving the tree was a big challenge and having the tree survive was another challenge.

Commissioner Katz inquired what material would the trellis be built out of. Mr. Groff replied staff was not aware of the material at this time. Indicated the challenge was they were trying to meet the regulatory requirement and met the requirement as owners. Staff was waiting on the architect to bring the designs and some materials. Mr. Groff stated trellis mean different things to different people. He asked the Commission to let them show the Commission some designs.

Mayor Grant asked if the Arts Commission could make recommendations since it was more of a design than anything else. He would like to see the Arts Commission make some recommendations. Mr. Groff responded it was the Commissions choice. He suggested having the Landscape Architect to come back to the Commission with some options. Guidance has been given to the architect. Mayor Grant noted many people drive by Seacrest.

Ms. Bassiely said the actual condition of approval reads: "at time of permitting revise a proposed wall. At the present time there was knee wall with a decorative iron rod fence". The City need to revise the proposed wall to a trellis along the western boundary of Seacrest. What staff were trying to convey was that it was taller, and takes up more vision than a knee wall; that was the only condition. The design could be based on the approval of the Arts Commission, if that was what the Commission wishes.

Mr. Groff recommended to bring it back to the different boards and bring it to the Commission for feedback. As long it meets the requirement of the Code and once staff receives feedback they can move forward. What they do not want was to come back through a formal hearing. Mr. Groff stated they really do not have time.

Commissioner Katz said this was the direction he was going. There was a need for the additional setback to put the trellis. He does not want this to be a forced structure meant to obscure the line of sight. If it could be made into public art, it was not just a portion of a wall. It was meant to catch the eye; it was an opportunity to create a passive piece of public art.

Mayor Grant asked if the lamp posts had been chosen. Mr. Groff replied the lighting has been chosen. The City was using Florida Power and Light (FPL) lighting so FPL would own and maintain and the City would pay a monthly bill. Mr. Groff advised he would provide photos of the lamp posts in the next update.

Mayor Grant asked if the Commission would be able to choose the lamp post. Mr. Groff stated the lamp post have already been chosen.

Commissioner Casello asked if these lampposts match the one which the Commission voted on for Boynton Beach Boulevard. Mr. Groff stated they will match; they are working on all the architectural featured lighting.

Commissioner Casello stated they voted on the lighting. Mr. Groff stated it was similar. Mayor Grant stated the one on Searcrest would be similar as well. Commissioner Casello asked why it was not available. Mr. Groff stated he does not know exactly which one was chosen. Commissioner Casello inquired about the lighting on Boynton Beach Boulevard, will the City own the lighting or will the FPL own this lighting. Mr. Groff said FPL would own the lampposts.

Mayor Grant opened the item to public comment.

Herb Suss, 1711 Wood Fern, said the trellis bothered him. He noted the Library was being squeezed out in size. He hates to see the Library get shortchanged in space. Asked if anything could be done to increase the space of the Library.

Mayor Grant stated some of the benefits was the Library would be opened on Friday. They are planning to have a maker space. Staff was planning to use the reference library on the second floor, but will have programming into the 21st Century. Mr. Suss asked if the Commission could get the Arts Commission involved with the trellis as well as what will happen about the trellis during a storm.

Commissioner Katz stated whatever is built would be built to Code and standards.

Mayor Grant, seeing no one else coming forward closed public comment.

Mayor Grant noted regarding the language. He would like to include the Planning and Development recommendations, subject to the design appeal along Seacrest to be reviewed by the Arts Commission.

Mayor Grant ask for a motion.

Motion

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

F. Approve two (2) Town Square Phase One Community Design Plan Appeals (CDPA 18-001 & CDPA 18-002), of Chapter 4, Article III, Section B.2.a "Building Location" for proposed setbacks, as opposed to strict compliance with the required build-to-line for the city hall/ library building on Ocean Avenue and Seacrest Boulevard. Applicant: City of Boynton Beach

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

- G. PROPOSED ORDINANCE NO. 18-023 SECOND READING Approve NE 1st Avenue Abandonment (ABAN 18-003) abandoning the improved 45-foot-wide right-of-way running east / west from NE 1st Street, for a distance of approximately 588.02' feet, to Seacrest Boulevard. Applicant: City of Boynton Beach. (Tabled for a lack of notification.)
- 9. CITY MANAGER'S REPORT None
- 10. UNFINISHED BUSINESS None
- 11. NEW BUSINESS

(Items A-C discussed earlier in meeting)

A. Approve the request of Mayor Steven B. Grant to distribute \$200 of his Community Support Funds to Healthy Aquatics Marine, a non-profit organization.

Mayor Grant stated the Healthy Aquatics Marine Institute was a not-for-profit marine science education center and aquarium located in Boynton Beach, Florida. The Institute

goal was to enhance the public understanding of the value and importance of our marine environment through education, research, and personal experiences.

Motion

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

B. Approve the request of Mayor Steven B. Grant to distribute \$200 of his Community Support Funds to S. Florida Sanctuary, Inc., a non-profit organization.

Mayor Grant stated this organization's vision was to help transform the lives of the homeless. As well as accomplish this with short terms goals including, but not limited to providing them with temporary place to come, where they can receive food, toiletries, and clean clothing. Reaching out in a loving and compassionate way, with dignity and respect, to those in our community, who due to their life's circumstances and trials and tribulations, whether homeless or not, need emergency assistance. They provide sustenance, a temporary and secure personal space, clothes and other goods, and help connecting with private and governmental organizations for more advanced care and assistance.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

C. Approve the request of Commissioner Justin Katz to distribute \$2,000 of his Community Support Funds to Florida Youth Rugby Union a non-profit organization.

Commissioner Katz indicated he was requesting \$2,000 of his Community Support Fund to support Florida Youth Rugby, a non-profit organization.

Sean Simon, 3780 Max Place Unit 101, thanked everyone for the opportunity to come before the Commission. The Florida Youth Rugby Union was a 100% volunteer driven, nonprofit organization with free player participation for maximum economic inclusion.

Mr. Simon has created a different model; most rugby was travel teams. Florida Rugby was a partnership between Florida Rugby Union and Florida Youth Rugby Union. It acts as the administrative and communication platform for both Unions. Their mission was to expand athletic and academic opportunity through the sport of rugby in a fun, healthy, character-building system that focuses on established core values.

Indicated there are four city matrix teams. They are a recreational league. The program was 90% disadvantaged. Explained the budget two years ago with \$7,433; today's budget was now \$13,066. The funds go to outfit the players. There was a set for each of the teams. They encourage kids to reach for the stars, take them to colleges, and inspire them to play rugby at college.

Commissioner McCray indicated this was money well spent.

Commissioner Katz stated he has known Mr. Simon for some time. He was starting up youth and men's league to educate people on rugby. Indicated this was for the children. Noted it did not matter who you were, if you have cleats and a mouth guard you can play.

Motion

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

Vote

Motion unanimously passed.

12. LEGAL

A. 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

Attorney Cherof read Proposed Ordinance No. 18-016 into the records by title only on second reading.

Motion

Commissioner McCray motioned to remove Proposed Ordinance No. 18-016 from the table. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Vice Mayor Romelus requested clarification on the changes made to amend the ordinance. Indicated she received some last minute emails regarding the proposed ordinance.

Attorney Cherof explained those emails were related to the issues of the ability to lower the antennas for hurricanes. The comment that was made by someone from the industry stated that was not a reasonable regulation. The City interpretation was this was up to the City Commission to make that determination by adopting the Ordinance. It seems like a reasonable regulation from staff point of view. Antennas are now designed to accommodate the type of movement when storms approach. Staff believes this was consistent with the broader language of the proposed regulations.

Mayor Grant asked if the City requires a building permit for those towers. Attorney Cherof replied he believed they do.

Commissioner Casello asked if the ones which are already be grandfathered in. Attorney Cherof confirmed they would. Mayor Grant stated this would be a requirement of the new towers. Attorney Cherof advised anything new installed must comply with this regulation.

Mayor Grant asked what was the City definition of a storm that would require the City to send letters/notification to companies to take the antennas down. Asked if the City has any Code Compliance within the ordinance. Inquired if the City would have the ability to take the antennas down if necessary? Attorney Cherof replied the City does not have the right to go onto private property to take down the towers. The City would count on the cooperation of the tower owners. Failure to comply could result in a citation.

Mayor Grant asked if there was any type of enforcement and was it in the ordinance? Attorney Cherof replied there were enforcement provisions, whether it could be accomplished within the time period of an approaching storm was probably not possible to enforce it. It would probably be a fine.

Mayor Grant asked how much was the fine. Attorney Cherof replied he did not recall he needed to check the ordinance. Mayor Grant stated \$1000 per day was a maximum fine the City could assess. Asked if the City could charge the maximum fine. Attorney Cherof responded it depends on how the ordinance was drafted.

Commissioner Casello inquired who would go and inspect these properties so that a fine could be levied. Attorney Cherof replied Code Enforcement. Commissioner McCray pointed out it was now Community Standards.

Commissioner Casello asked if Community Standards would inspect antennas in the event of a hurricane. Attorney Cherof stated this was his understanding.

Mayor Grant suggested the antennas should be taken down in the event of a hurricane. Mayor Grant noted the City has the tower owners permit information for each antenna. The property owner was liable for the antenna. It was their responsibility if they wanted to keep it up during a hurricane.

Attorney Cherof noted the language can say the owners of the antennas can keep the antennas up and accept the suggestion which was made through the email exchange from the industry representative with the Commission. Vice Mayor Romelus indicated as long as they were liable for their own damage

Vice Mayor Romelus asked if the antennas were in proximity to homes or businesses? Attorney Cherof responded the towers are everywhere.

Vice Mayor Romelus inquired if they are responsible for damage on adjacent properties.

Ms. LaVerriere indicated some of the concerns were if the antennas became detached they would become missiles. This was the reason for the requirement. She was not sure how many Ham Operators were in the City.

Motion

Mayor Grant moved to approve with the amended language not requiring tower owner to take down the antennas during a storm. Commissioner Casello seconded the motion.

Mayor Grant opened the issue for public comments.

Barry Porter 13908 Via Media, Assistant Section Manager from 14 Counties of the American Radio League, thanked the staff for the passage of this ordinance.

Clerk Pyle called the roll.

Vote

5-0

B. 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 FROM SEPTEMBER 11, 2018).

C. PROPOSED ORDINANCE NO. 18-022 - SECOND READING - Approve amending City Code of Ordinances Section 16-22 so that park rangers to have the same authority as the director and any park attendant to eject from the park or beach any person acting in violation of this article.

Attorney Cherof read Proposed Ordinance No. 18-022 into the record by title only.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Mayor Grant indicated the program would begin on October 1, 2018. Noted he was looking forward to seeing this implemented and improve the safety of Boynton Beach.

Commissioner McCray inquired about the word eject, as long as the word was removed he was in favor of the ordinance.

Attorney Cherof responded there was an amendment on first reading to remove any reference to the word eject and to insert "Initiate the removal from" that was changed in body and the title of the ordinance.

Commissioner Casello inquired if the City has hired the two Park Rangers. Ms. LaVerriere responded the progress has begun for the recruiting. Commissioner McCray asked if they would be carrying weapons. Ms. LaVerriere responded no.

Mayor Grant opened the issue to the public. No one coming forward, Public Comment was closed.

Clerk Pyle called the roll.

Vote

5-0

- 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. (TABLED -STAFF RECOMMENDS ITEM REMAIN TABLED)
- E. PROPOSED ORDINANCE NO. 18-020 SECOND 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 storm water assessment fee (Chapter 26-403); allowing rates to be set annually by resolution of the Commission.

Mayor Grant asked for a motion to remove from the table.

Motion

Commissioner McCray motioned to remove Proposed Ordinance No. 18-020 from the table. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

Attorney Cherof read Proposed Ordinance No. 18-020 into the record by title only on second reading. Attorney Cherof explained what annual meant to the City of Boynton Beach.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion

Mayor Grant opened the issue to the public, no one coming forward, Public Comment was closed.

Clerk Pyle called the roll.

Vote

5-0

F. PROPOSED RESOLUTION NO. R18-138 - Approving the utility rates for Water, Wastewater, Storm water, Reuse Water and Chilled Water for the Fiscal Year 2018-19.

Mayor Grant read Proposed Resolution No. 18-138 into the record by title only.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Mayor Grant opened to the public seeing no coming forward Public Comment was closed.

Vote

The motion unanimously passed

G. Report by City Attorney on filling City Commission vacancies.

Attorney Cherof noted research was done regarding previous notifications of vacancy which occur on the Commission. Attorney Cherof provided criteria and stated the Commission has the ability to appoint a duly qualified citizen. He indicated the individual must be a qualified elector, reside in District 4 prior to the date of appointment for at least one year, must be 21 years old to files to be qualified as a candidate. With the Commission approval, staff will prepare a notice to be published. For the purposes of discussion, the last paragraph states, letters and interest and qualification are to be submitted to the City Clerk prior to noon November 15, 2018, that was the week of the election and it proceed to the next City Commission meeting. This was well in advance. This gives individual time to submit their qualifications.

Vice Mayor Romelus clarified the election was November 6, 2018. Attorney Cherof stated it was the second Tuesday in November. Mayor Grant indicated this was the City's election. Attorney Cherof stated it was the date the Commissioner moves to the House, Midnight November 6^{th.} At midnight is when the vacancy will exist.

Attorney Cherof indicated the date will be readjusted to November 7, 2018

Mayor Grant stated the advisory board form be required for the City Commission, so they have the blanket information they all fill out, other than the resume and letter.

Attorney Cherof suggested having the declaration of qualification indicating they are a resident of the City; the appropriate forms would be make available by the City Clerk.

Commissioner Casello asked where would this be advertised. Attorney Cherof stated in the past in the newspaper of general circulation in the legal section. Commissioner Casello asked if this would be placed on the City website. Attorney Cherof replied in the affirmative. Ms. LaVerriere suggested it be noticed on social media.

Commissioner Katz qualified the applicants must live in the City and District 4 for a year, and must be 21 years old. Attorney Cherof agreed. Commissioner Katz asked the Attorney to define elector. Attorney Cherof responded someone registered to vote in the City of Boynton Beach.

Mayor Grant asked for definition of reside, is this contiguous. Attorney Cherof replied this was established by case law. It was the declaration of the individual that was their primary residence

Mayor Grant asked if they could use a driver's license which had been issued for a year. Attorney Cherof said the driver's license could lag behind. It was the declaration which is made by an individual. Mayor Grant asked how the City can research a declaration. Attorney Cherof stated the City could look at declaration of homestead, voter's registration, electric bills.

Mayor Grant stated this can be placed as a requirement of declaration. Attorney Cherof noted something generic like provide proof or registration without a long listing of items.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed

H. City Commission is requested to review the Lien Reduction order issued by the Special Magistrate at the August 15,2018 hearing for Case #15-1055

Daniel Dennehy, thanked the Commission for allowing him to bring his concerns regarding case number 15-1055. He was the property owner of property located at 3164 Ocean Parkway. Placed the home up for sale, a title search was done and a lien was attached to the property. Mr. Dennehy indicated he was not aware of the lien on the property until the house was placed for sale and ready to be closed. A title search revealed there was a code lien placed on the property. He contacted a City representative and was inform how to have the lien reduced. He was unable to attend the lien hearing, but the lien was reduced. He believes the lien should have been dismissed for the following reasons: notification was never received. Notifications were sent to the real estate agent in error. Mr. Dennehy indicated he had the tax notices sent to his address out of state from the Palm Beach County Tax Collector's office. The realtor signed the returned receipt. If he had been served on time; it would have been paid on time. He provided a paid receipt for real estate taxes with his New York address. Stated this was one of many properties he owns. The lien was up to \$107,000 because of the \$100 per day.

Mayor Grant inquired as to the City of Boynton Beach cost. Mark Woods, Director of Community Standards, replied the administrative cost was \$730.15.

Mayor Grant asked were there any other cost associated with this lien. He did not obtain a Business Transaction Receipt (BTR) on the rental property. Mr. Woods stated this was part of the issue. Mayor Grant asked if a BTR has been obtained. Mr. Woods stated the property was in compliance.

Commissioner McCray asked Mr. Dennehy how many properties he owns in the City of Boynton Beach. Mr. Dennehy stated he only has one property in Boynton Beach.

Commissioner McCray noted in the previous year when lien reductions came before the City, the City was lenient as long as the City recoups the cost for this City and they were in compliance.

Commissioner Casello agreed with Commissioner McCray. Their job was not to make money. Their job was to make sure the properties were in compliance. Asked why was this notice not sent to the correct address. It was the address on the deed.

Mr. Woods stated in April 5, 2015 the address was 55 SE 2nd Avenue, Delray Beach Florida.

Mayor Grant stated the information was sent out. Green Mountain Management was the registered agent. Mr. Woods noted staff checked Sunbiz.org and the company was not registered on Florida Sunbiz.

Commissioner Katz indicated he supports Commissioner McCray and Commissioner Casello.

Motion

Commissioner Casello moved to recoup the administrative cost of \$730.15. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

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**

- D. Commission to discuss Commission Meeting that would normally be scheduled for Tuesday, January 1, 2019 and decide to either re-schedule or cancel the meeting - October 2, 2018
- E. Consideration of Interlocal Agreement between City of Boynton Beach and Town of Hypoluxo for the City to provide water and sewer service to the Town - October 2, 2018
- F. Vice Mayor Romelus requested an item be placed on a future agenda to discuss the attached email from Susan Oyer. **October 2, 2019**
- **G.** Vice Mayor Romelus requested a future agenda item to discuss the participation of local artists in the Town Square project **TBD**

Commissioner McCray stated they have approved Town Square. He believes item G should go to new business. Commissioner Katz advised items F and G both pertain to the Arts Commission. Ms. LaVerriere stated staff will have a report. They have just begun the process.

Mayor Grant requested staff to remove item C from Future Agenda. There was a discussion regarding Attorney Cherof would be speaking with the Commission on Ethics. Attorney Cherof responded he was working on some revisions on the proposed ordinance which would reflect some comments he received and will be presented at the next meeting.

Commissioner Katz inquired if this was in regards to the prohibition of board members lobbying the Commission. Attorney Cherof responded in the affirmative.

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 8:44p.m.

(Continued on next page)

	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	



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Approve utilizing City of Boca Raton, Florida Bid No. 2016-071 with Action Labor Management, LLC d/b/a Staffing Connection of West Palm Beach, Florida, for School Crossing Guard Service, in an estimated annual cost of \$390,000 and authorize the City Manager to sign an Agreement with Action Labor Management. The City of Boca Raton's procurement process satisfied the City's competitive bid requirements.

EXPLANATION OF REQUEST:

Bid Term: October 20, 2018 - June 22, 2019

The City of Boynton Beach Police Department maintains a "School Crossing Guard Program" to fulfill the needs of the school children in the City of Boynton Beach. This program provides supervision and safety for children crossing City streets during the school year and during summer school.

In 2013, as the result of a competitive procurement process, City Commission awarded a two-year initial Contract to Action Labor Management, LLC dba Staffing Connection. In accordance with the terms of the Contract, it has been renewed annually and will now expire on October 19, 2018.

In lieu of formally competing this requirement, the Police Department is seeking consent to piggyback a current City of Boca Raton contract with Action Labor Management. It is in the City's best interest to piggyback this current contract to ensure the continuity of the school crossing guard program with the City's current vendor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This action provides for school crossing guard services to be utilized for the regular and summer school sessions at designated public school locations throughout the City where students walk or ride their bicycles.

This also includes funds for summer school if needed.

FISCAL IMPACT: Budgeted Funds have been included in the FY18/19 approved budget under account 001-2110-521-49-17

ALTERNATIVES:

Not approve use of piggyback bid. Resolicit the requirement. Require staff to perform these services inhouse.

STRATEGIC PLAN: Transportation and Mobility

STRATEGIC PLAN APPLICATION: This contract facilitates the safe movement of pedestrians across streets in the City of Boynton Beach.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Action Labor Management LLC

START DATE: 10/20/2018

END DATE: 6/22/2021

CONTRACT VALUE: \$380,000.00

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type Description

AttachmentAttachmentBoynton Cost per Boca's BidLetter from Action Labor

Addendum Bid Response

Addendum Bid Tab

□ Addendum Boca Council Approval

Cost breakdown for the City of Boynton Beach Proposal for School Crossing Guard Services

Current rates

2 Field Supervisors
47 post locations
180 days school year (this will not include summer school)
Current Bill Rate \$12.56 per hour
Guards are billed 3 hours per post daily.
Field Supervisors are billed 6 hours per post daily.

Piggy Back on City of Boca Raton

City of Boca Raton Bill Rate is \$20.195 per hour and guards are billed 2 hours per post daily. Supervisors will be billed 5 hours per day.

47 posts X 2 hrs. per day = 94 total daily hours X 180 days X \$20.195 per hour = \$341,699.40 total cost for Guards

2 Field Supervisor X 5 hrs. per day = 10 daily hours X 180 days X \$20.195 per hour = \$36,351.00

Piggy Back on City of West Palm Beach

City of West Palm Beach bill rate is \$18.25 per hour and guards are billed 3 hours per post daily. Supervisors are billed 6 hours per day. Our company proposes an hourly bill rate of \$15.20/hr. for the City of Boynton Beach.

47 posts X 3 hrs. per day = 141 total daily hours X 180 days X \$15.20 per hour = \$385,776.00 total cost for Guards.

2 Field Supervisors X 6 hrs. per day = 12 daily hours X 180 days X \$15.20 per hour = \$32,832.00 total cost for supervisors.

Crossing Guards are currently earning \$24.75 daily for a single post, which includes an am and pm shift.

City of Boca Raton Contract guards will be increased to \$28.00 daily for a single post.

City of West Palm Beach Contract guards will be increased to \$30.00 daily for a single post.



October 2, 2018

City of Boynton Beach 3301 Quantum Blvd., Suite 101 Boynton Beach, FL 33426

To Whom It May Concern:

Our company has had a contract and provided school crossing guard services for the City of Boynton Beach since 2002. The current contract will be expiring, and our company would like to offer two contract solutions. Both have recently been awarded to our company by an RFB process and we agree that the City of Boynton Beach can piggy back on either contract.

The two available contracts are City of Boca Raton and the City of West Palm Beach.

Information pertaining to the contracts will be sent to the appropriate person. I'm available to answer any questions.

Our company is the largest supplier of School Crossing Guards within the State of Florida and we look forward to continuing to provide the City of Boynton Beach with a comprehensive School Crossing Guard Program.

Sincerely,

Sharron R. Cook

Branch Manager – School Crossing Guard Division

SECTION I: GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION: These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at http://myboca.us/pages/purchasing/purchasing-division.
- 1.03 BIDDER NOTIFICATION: Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting www.myboca.us/purchasing.
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received prior to the Bid opening date and time. No bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same bidder shall be cause for City to reject all Bids from that bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

1.05 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at http://www.myboca.us/pages/purchasing/supplier-login or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.

The City will make every effort to notify registered bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be bidder's.

1.06 NO BIDS: If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

BID - a price and terms quote received in response to an ITB.

BIDDER/SUPPLIER - Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS - Monday through Sunday, including National Holidays

CONTRACT - Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

DAYS - Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) - All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL - Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:

3.01 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.02 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES: Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES: The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful bidder with an exemption certificate or it may be obtained from the City's website at http://myboca.us/pages/purchasing/purchasing-division. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT: Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE: The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE: Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS: Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS: The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS: Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS: Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS: Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at: http://www.palmbeachcountyethics.com/pdf/forms/lobbyistregistrationform.pdf
- 3.15 PROCUREMENT CODE: A copy of the Procurement Code is available for your review at http://myboca.us/pages/purchasing/purchasing-division.
- 3.16 PUBLIC ENTITY CRIMES: In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE: If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at www.myboca.us/purchasing.

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

- 3.18 NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

4.01 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.02 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.
- 5.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

- 5.03 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.05 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.
- 5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to:

 invoices@myboca.us or The City of Boca Raton, Financial Services Department
 City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
 PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.
- 5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
- **5.08 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.
- 5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.
- 5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the subcontractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.
- **5.11 ASSIGNMENT:** The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.
- 5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the

City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT: All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE: Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.

- 5.23 GOVERNING LAW AND VENUE: Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.
- 5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law. Specifically, Contractor shall:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; and
 - 2) Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 4) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- B. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Bid and the City shall enforce the default in accordance with the provisions set forth in Article 5.13.

SECTION II: SPECIAL CONDITIONS

PART I INSTRUCTION TO BIDDERS:

1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is hereby requesting sealed bids from qualified bidders for <u>School Crossing</u> <u>Guard Services</u>, <u>Bid Number 2016-071</u> which will be received by the City of Boca Raton before the closing date and time of <u>June 1, 2016, 2:30 P.M., E.S.T.</u> at the Purchasing Office, City Hall, 201 West Palmetto Park Road, Boca Raton, Florida 33432.

This bid may not be electronically submitted and requires a hard copy document to be submitted per the instructions herein.

The City of Boca Raton shall not be held responsible for the content of bid packages or addendums obtained from any third party source.

Bidders are instructed to the below instructions with hand delivering bids.

- 1. Enter building through the front entrance door (North side of City Hall Building)
- 2. Proceed to the Purchasing Division Office, Room 105
- 3. Present bid in the Purchasing Division for official date/time stamp prior to the closing date and time

Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit one (1) original and (0) copies (copies are not necessary) of their bid document for review by the City when submitting a paper bid submittal.

1.02 INFORMATION

Any questions by prospective bidders should be directed to Diane LoPresti, Senior Buyer with the Purchasing Division, (Telephone Number 561-393-7869) who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca Raton or Purchasing Division personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum after written requests have been received from the bidder. In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the bid opening. Questions may be faxed using City fax number (561) 393-7983 with reference to the Bid number and title on Company letterhead.

PART II DEFINITIONS:

2.01 DEFINED TERMS

Terms used in these Instructions to Bidders are defined and have the meaning assigned to them. The term "Bidder" means person or firm submitting a bid as distinct from a Subcontractor, who submits a Bid to the Bidder. The term "City" refers to the City of Boca Raton, a municipal corporation of the State of Florida. The term "Vendor" or "Contractor" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Bidder. "Business Day" shall mean Monday through Friday excluding public holidays. "Calendar Day" shall mean Sunday through Saturday excluding public holidays.

PART III BIDDING AND AWARD PROCEDURES:

3.01 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's

qualifications. If information is not included, the City reserves the right to solicit bidder for the submission of this information. Failure by bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- Bidder shall provide three (3) satisfactory government agency references their firm has serviced for a
 minimum of one (1) year, that have a minimum of twenty five (25) guards/posts within the time period
 4/1/2010 through bid closing date and time. Each reference provided by Bidder, shall be for a different
 entity/organization. Each reference shall reflect that Bidder's firm was the Contracted vendor for
 services. References where bidder's firm was the subcontractor are not acceptable.
- 2. Bidder shall have and maintain a minimum of two (2) field supervisors employed by their firm that have a valid FDOT trainer certification. Copy of certificate to be submitted at time of bid.
- 3. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm. Bidder to indicate number of years their firm has been in business. Proof may be required.

3.02 COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.03 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and bidder's authorized signature attests to this.

Any requests for additional terms and conditions to be included in the Bid shall be submitted in accordance with Special Condition Item 1.02 for review by the City.

3.03 METHOD OF AWARD

Award recommendations that exceed \$50,000 will be presented to the City Council for approval, which conforms to all requirements herein and whose evaluation by the City indicates that the award will be in the best interest of the City. ITB's that are less than \$50,000 require the award recommendation to be posted on the City of Boca Raton Legal Notice Board for a period of three business days prior to making the award.

The City reserves the right to award to a single vendor on an all or none basis. Bid evaluation will be based on the Grand Total for Bid Items 1 and 2.

Bidder is to provide "Daily Rate" pricing for items 1, 2, 3 & 4 in boxes highlighted in yellow on bid form page for Regular and Summer School Sessions.

Since estimated annual quantities are not known for the summer school session, bid evaluation of pricing will be based on the total of line items 1 & 2 of bid form page. Bidder is not relieved from providing daily rate pricing for items 3 & 4, and if such unit pricing is omitted by bidder, bidder shall understand that the same daily rates bidder provides for items 1 & 2 shall apply to items 3 & 4 respectively and bidder's authorized signature on the "Bidders Certification" form attests to this. All terms, conditions and specifications shall apply. Bidder shall not impose any minimums, such as, but not limited to minimum amounts, minimum quantities or minimum hours. Any minimum order requirements imposed shall cause bidder's bid response to be considered non responsive and thereby rejected.

Tie Responses

First and foremost, tie bids shall be made in accordance with item 3.13 of the general conditions. Thereafter, the following shall apply.

- A. Whenever two bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the awarded bidder.
- B. Whenever three or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the awarded bidder.

PART IV INSURANCE

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document)

WORKER'S COMPENSATION

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983.

COMMERCIAL GENERAL LIABILITY

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with no more than a \$10,000 deductible.

The City of Boca Raton, the Greater Boca Raton Beach and Park District and the School District of Palm Beach County must be named as an additional insured and provide such endorsement. Blanket additional insured endorsements are acceptable. The additional insured requirement is waived if the vendor is delivering a product owned by the City. The Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by fax to 561-393-7983.

BUSINESS AUTOMOBILE LIABILITY

The contractor shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

Action Labor Management does not own any vehicles.
"Company Name" LC

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

Action (Above Management, LLC agrees to purchase "Any Auto" or "Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature:

The Contractor agrees to notify the City within (5) business days in the event of coverage cancellation or non renewal, material change, modification of lapse of coverage by written notice to the Purchasing Division by fax to 561-393-7983

SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non renewal, material change, modification or lapse of coverage, Contractor shall notify the City within (5) business days with written notice of such to the Purchasing Division by fax to 561-393-7983.

All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS

5.01 CONTRACT PERIOD AND RENEWAL

The initial contract period shall be for one (1) year, **automatically** renewed thereafter for four (4), one year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for initial contract period. Automatic annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Non Minimum Wage Increase(s)

Prior to each annual renewal, the City may consider price adjustment(s) <u>only</u> when a written request is received by the Senior Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Senior Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the Contractor. Failure to submit the required supporting documentation may result in the

price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Senior Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

Minimum Wage Increase(s)

No price increase for the initial contract period will be accepted unless necessitated by an adjustment to the Florida Minimum Wage, or an adjustment to the Federal Minimum Wage to a higher level than the Florida Minimum Wage. If the minimum wage rate should increase throughout the duration of the contract period, such will be approved as a contract alteration for the new daily rate if the following conditions exist and are provided:

- (1) Notice referencing proper agency on increase(s) of the minimum wage rate.
- (2) Receipt of formal notification by the Senior Buyer in Purchasing, of all employees servicing the contract and of this number of employees how many are affected by the minimum wage increase.
- (3) Contractor must be able to submit proof that employees were receiving the minimum wage rate in the form of check stubs and/or payroll printouts denoting Contractor's payout of the minimum wage rate to each employee.
- (4) Request for price increases due to minimum wage rate increases are subject to the Purchasing Manager or appointed designee's approval.

Adjustments in contract pricing due to the minimum wage increase will be executed under item 5.02 "Contract Alterations" of Section II of this bid/contract. The City will only consider the increase amount that is directly correlated to the minimum wage increase.

5.02 CONTRACT ALTERATIONS

The City reserves the right to delete, add or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. The Contractor, the City's Project Manager and Purchasing Manager or appointed designee must mutually agree upon items added or revised.

5.03 QUANTITY

The City of Boca Raton reserves the right to increase or decrease estimated annual quantities as required.

5.04 ACCEPTANCE AND PAYMENT

Payment terms are Net 30. In conjunction with General Term and Condition No. 5.03 and 5.06, the City of Boca Raton will pay 100% of the contract price on a monthly basis after all services have been provided and accepted by the City. The using department will make final inspection of the services as referenced in this bid to insure services are in accordance with the specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined may result in rejection or non-payment of invoice(s) for service(s) not rendered in accordance with contract/bid. If an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City reserves the right to negotiate with the Contractor on a payment for the work completed in accordance with the contract/bid. Invoice must reflect purchase order number.

SECTION III: SCOPE OF WORK AND SPECIFICATIONS

PART I GENERAL

1.01 Introduction

The purpose of this bid is to obtain responses from qualified firms that provide for School Crossing Guard Services. Contractor will be responsible for providing school crossing guards at locations specified by the City and shall be completely responsible for the supervision of such personnel in accordance with terms, conditions and specifications.

It is the City's intention to have contract services referenced in this bid commence in time for the August 2016 Regular School session.

Definition(s):

<u>Field Supervisor</u> – shall mean Supervisor, Crossing Guard Supervisor, Certified Trainer, Certified Guard Trainer and School Crossing Guard Trainer as referenced in the Florida Department of Transportation (FDOT) "Florida School Crossing Guard Training Guidelines".

Post - shall mean designated area where School Crossing Guard is placed and works, or guard.

1.02 Scheduling

- a) The Contractor shall assign an account representative to oversee the services in this bid/contract and to ensure the services are scheduled, staff is trained and certified, background checks are completed and weekly logs are managed and sent to the City Contact throughout the contract period. Account representative shall also be responsible for troubleshooting any concerns or complaints by the City and making any necessary staff changes as required.
- b) Regular and Summer School Sessions: The regular school session begins in August and will run until approximately June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school session, summer school at all schools usually begins around the first of July and lasts for approximately six (6) weeks. For the regular school session, the City anticipated sixty one (61) school crossing guards or posts and two (2) field supervisors. For the regular school session, the Contractor shall be required to provide school crossing guard services in accordance with the locations, times and number of guards/posts referenced on Exhibit A attached herein, Monday through Friday in accordance with the School Board of Palm Beach County school days. The last summer school session was in 2012 and held at one school location. At the end of each school year, the City will contact each school to determine if a school crossing guard schedule for the summer will be necessary. The school crossing guard schedule referenced on Exhibit A references the regular school session and is subject to change based on school and summer requirements. Exhibit B, as attached herein, references a "Written Notice" letter to be used for changes to the school crossing guard schedule for the regular and summer school sessions. The City will provide Contractor with three (3) business days written notice. The number of Field Supervisors required to oversee operations for the Summer School Session will be determined by the City. Daily rates shall remain the same for any modifications made to Exhibit A.
- c) The Contractor shall provide two (2) experienced field supervisors for the regular school session to oversee the operations when school crossing guards are on duty. The Contractor's field supervisors shall insure that all crossings are properly staffed.
- d) The Contractor shall ensure that adequate employees are available for the backup of any school crossing guard in case of absenteeism. Each backup school crossing guard shall be fully trained in accordance with Florida Statute 316.75 and familiar with the specific crossing location. Each working

school crossing guard shall be provided with the name and telephone number of a backup school crossing guard and field supervisor in case the working school crossing guard cannot be at his/her post. The City will not pay for post services not rendered by Contractor. Failure to perform required services under this contract may result in termination of contract. Field supervisors are permitted to work a post only on an emergency basis; field supervisors are to be active in the field, not working posts.

1.03 Training and Certification

At no cost to the City, the Contractor shall provide all school crossing guards and field supervisors for the services in this bid/contract. Contractor shall ensure that school crossing guards and field supervisors receive proper initial and annual re-training. School crossing guards and field supervisors assigned to the City shall comply with all terms and conditions set forth in the latest edition and any updated editions of the "Florida School Crossing Guard Training Guidelines" published by the Florida department of Transportation (FDOT).

The Contractor shall comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act", by providing FDOT certified field supervisors to ensure that all persons employed as school crossing guards receive proper training as required by law. Contractor shall provide evidence of training to the City Project Manager (i.e. FDOT issued training certificate or FDOT training performance checklist if no certificate has yet been issued by the State) of school crossing guard or field supervisor prior to post assignment. The field supervisors shall be a FDOT certified trainer. It is the Contractor's responsibility to keep all training documentation up to date and to provide copies to the City Project Manager. All FDOT issued training certificates shall be signed by Contractor before forwarding to City Project Manager.

The Contractor shall be responsible for compliance with all applicable Florida Statutes as it relates to the training requirements and shall only place a school crossing guard at locations that have met the state-mandated training requirements. The City shall not be responsible for the non compliance of the Contractor and will only make payment for services provided that are in compliance. The City will not be responsible for making payment for school crossing guards and/or field supervisors who have not successfully met the training criteria and may result in termination of contract.

1.04 Equipment / Appearance

- a) The Contractor shall provide their personnel with uniforms and all assigned equipment (reflective vest, whistle, gloves, stop paddle, rain gear, etc.) pursuant to the Florida School Crossing Guard Training Guidelines under Florida Statute 316. The preferred color uniform shall be a white shirt or blouse and khaki/tan bottoms. Contractor personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing. Contractor shall be responsible for the cost of uniforms and/or equipment. The Contractor's personnel shall wear on their uniform an identification badge indicating that they are Contractor's employee.
- b) All Contractor employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old.

1.05 Monitoring

Prior to assignment of school crossing guards, Contractor shall provide the City Project Manager with a list of names and telephone numbers and training dates of all school crossing guards, back-up guards and field supervisors. Contractor shall provide to the City Project Manager any changes to the list as they occur throughout the year with copies of any new personnel's FDOT training certificates. Contractor must maintain a weekly log referencing each employee's work shift and the location of the

employee's guard post. Upon City request, Contractor shall submit a copy of the weekly log to the City Project Manager, Cory Mandel, Police Services CSO Supervisor cmandel@myboca.us.

1.06 Conduct / Changes / Removal of Post

- a) Contractor's personnel shall not be permitted to exercise the following activities while providing services under this contract:
 - Use of tobacco products
 - Listening to, or using a multimedia device, including but not limited to IPod, MP3 player, portable radio, headset or cell phone.

Note: Using a communications device other than for emergencies, or official business related to this contract is prohibited.

- b) The City acknowledges that all employees of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. Contractor understands that their employees shall be independent thereof and shall have no claim against the city as to pension, workers compensation, unemployment compensation, federal income withholding, insurance, salary, wages, or other employee rights or privileges granted by operation of law or by the City. Contractor shall also provide all Human Resources related services applicable for their employees, including, but not limited to; all record keeping, payroll (including the payment of all appropriate taxes), background checks and all other Human Resource applications as necessary or required by the City.
- c) The City reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such employee of the Contractor will be replaced with an acceptable substitute employee. The City reserves the right to require the change of any of Contractor's personnel upon not less than three (3) business days written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and location of the post location.

1.07 F.O.B. Point / Travel Expenses

The F.O.B. point shall be destination. All travel expenses incurred by Contractor and/or their personnel (to and from guard/post location) shall be at no cost to the City.

1.08 Commencement of Services

Contractor to train and assign guards to their locations within a minimum of thirty (30) calendar days of issuance of City purchase order for services herein, or by designated date referenced on City purchase order provided the date exceeds the thirty (30) calendar days.

1.09 Background Checks

Contractor shall be responsible for supplying and administering background screenings at no additional cost to the City. At a minimum, Contractor shall perform a Level 1 Background screening as defined in Florida Statutes Chapter 435 for staff assigned to perform services for the City's contract. Contractor shall only provide staff to perform services for the City that pass and maintain a passing Level 1 Background screening.

Contractor's personnel, who is currently under investigation or has been convicted of a crime delineated in section 435.03, Florida Statues, shall not be assigned to the City's account. Lack of knowledge by the Contractor will in no way constitute cause for relief from responsibility.

At the request of the City, Contractor shall submit proof of background screening.

1.10 Subcontracting

Subcontracting is NOT permitted for any of the services under this bid/contract.

1.11 Post Award Meeting

Within seven (7) calendar days after receipt of Purchase Order, Contractor shall have their assigned account representative meet with the City Project Manager and/or other City designees.

Items to be reviewed include, but are not limited to:

- Scheduling of services
- Training and Certification overview
- Designated FDOT certified employees assigned
- Time frame for background checks to be performed.
- Discussion and protocol of monitoring and weekly logs

1.12 Annexation

In the event that additional areas are annexed into the City of Boca Raton, the Contractor shall assume responsibility for providing school crossing guard services to designated schools in the annexed areas. The level of service and daily rate for services provided in an annexed area must be equal to the service and daily rate provided within the original City limits at the time the annexation is effective. The Contractor will be required to provide school crossing guard services at locations in the annexed areas, as directed by the City Project Manager. As soon as the annexation is approved, the City Project Manager shall provide all information regarding the additional number of school crossing guards and a transition plan before the date of required service by use of Exhibit B "Written Notice" letter with three (3) business days written notice to the Contractor and corresponding Purchase Order must reflect increase.

EXHIBIT A

CITY OF BOCA RATON SCHOOL CROSSING GUARD SCHEDULE

I. REGULAR SCHOOL SESSION AS PUBLISHED BY PALM BEACH COUNTY SCHOOL BOARD NOTE: Two (2) Field Supervisors are required to oversee the operations of the school crossing guard services for all of the referenced locations within the Regular School Session.

	Location	A.M. Shift	P.M. Shift	Guards/Posts
	1. Boca Elementary S	chool - 103 S.W. 1st	Ave	
A	Glades & Dixie	7:05-8:00	2:10-2:55	3
В	200 N. Dixie	7:10-8:00	2:00-2:40	1
C	Palmetto & Dixie	7:10-8:00	2:00-2:40	2
D	1 S.W. 1 st Ave.	7:10-8:00	2:00-2:40	1
Е	1 W. Royal Palm Rd.	7:10-8:00	2:00-2:40	1
F.	200 S.W. 2nd Ave.	7:05-8:00	2:00-2:30	2
G	300 W. Camino	7:15-8:00	2:05-2:45	1
	2. Addison Mizner Sc	hool – 199 S.W. 12 A	Ave	
Α	1800 SW 12th Ave.	7:10-8:00	2:05-2:50	1
В	1200 W. Camino	7:10-8:00	2:00-2:40	3
С	199 S.W. 12 th Ave.	7:15-8:05	2:00-2:35	2
D	1200 W. Palmetto	7:15-8:00	2:00-2:45	3
Е	1100 W. Palmetto	7:15-8:00	2:00-2:45	1
F	500 S.W. 12 th Ave.	7:10-8:00	2:00-2:35	1
	3. J.C. Mitchell School	ol – 2470 N.W. 5 th Av	ve	
A	400 W. Glades Rd.	7:05-8:00	2:05-3:00	2
В	2800 N. Dixie Hwy.	7:05-8:00	2:05-2:45	1
С	1999 NW 4Ave	7:05-8:00	2:05-2:40	3
D	2200 N.W. 5 th Ave.	7:05-8:00	2:00-2:45	1
Е	2300 N.W. 2 nd Ave.	7:10-8:00	2:00-2:40	1
F	300 N.W. 23 rd St.	7:10-8:00	2:00-2:40	1
	4. Verde Elementary	School – 6590 Verde	e Trail	
A	Verde & Powerline	7:10-8:00	2:00-2:40	1
	5. Calusa Elementary	School – 2051 Clint	moore Road	
A	2051 Clint Moore Rd.	7:15-8:05	1:55-2:25	4

(CONT.) EXHIBIT A

	Location	A.M. Shift	P.M. Shift	Guards/Posts
	6. Boca Raton Middle	School - 1200 N.W	8th Street	
A	1200 W. Palmetto	8:30-9:25	4:05-4:50	3
В	1100 W. Palmetto	8:30-9:25	4:05-4:50	1
С	1200 N.W. 8 th St.	8:35-9:30	4:00-4:50	4
D	400 W. Glades Rd.	8:35-9:30	4:05-4:55	2
E	1200 N.W. 13 th St.	8:35-9:30	4:00-4:50	4
F	1 S.W. 12 th Ave.	8:35-9:30	4:05-4:55	1
	7. Omni Middle Scho	ol – 5775 Jog Road		
A	Clint Moore & Jog	8:25-9:15	3:50-4:40	2
В	5500 Jog Rd.	8:25-9:15	3:50-4:40	2
С	Jog & Yamato	8:25-9:15	3:50-4:40	3
	8. Don Estridge School	ol – 1798 N.W. 40 th S	street	
A	3200 N. Military	8:45-9:30	4:00-4:45	2
В	1798 NW 40 St	8:45-9:30	4:00-4:30	1
		Total	Guards/ Posts:	61

EXHIBIT B

WRITTEN NOTICE OF CHANGES TO SCHOOL CROSSING GUARD SCHEDULE

Date:
Contractor Name Address City, State, Zip Phone and Fax Email
Subject: Bid 2016-071, School Crossing Guard Services Re: Exhibit A – Change No
Attention:
Pursuant to the above subject bid, your firm is hereby being provided a minimum of three (3) business days written notification from the date of this letter referencing the attached changes made to Exhibit A, School Crossing Guard Schedule for the:
Select which applies: Regular School Session from August - June. Summer School Session from June - July
Such changes shall be made effective on and all billing shall be reflective of the changes. City Purchase Order No will be amended to reflect such changes. Thank you for your cooperation and attention to this matter. Please feel free to email me at cmandel@myboca.us or call me at 561-620-6108 if you should have any questions.
Thank you for your cooperation and attention to this matter. Please feel free to email me at cmandel@myboca.us or call me at 561-620-6108 if you should have any questions.
Sincerely,
Corey Mandel, Police Services Project Manager

FROM THIS SECTION FORWARD BIDDER IS TO COMPLETE THE FOLLOWING FORMS AND SUBMIT WITH THEIR BID RESPONSE

BID FORM PAGE

Bidder is to provide "Daily Rate" pricing for items 1, 2, 3 & 4 in boxes highlighted in yellow below for Regular and Summer School Sessions.

Since estimated annual quantities are not known for the summer school session, bid evaluation of pricing will be based on the total of line items 1 & 2 of bid form page. Bidder is not relieved from providing daily rate pricing for items 3 & 4, and if such unit pricing is omitted by bidder, bidder shall understand that the same daily rates bidder provides for items 1 & 2 shall apply to items 3 & 4 respectively and bidder's authorized signature on the "Bidders Certification" form attests to this. All terms, conditions and specifications shall apply.

Bidder shall not change pricing structure (i.e. daily rate to hourly rate) or impose any minimums, such as, but not limited to minimum amounts or minimum quantities.

Any changes to pricing structure and/or minimum order requirements imposed shall cause bidder's bid response to be considered non responsive and thereby rejected.

I. Regular School Session

Bidder shall provide their daily rate for services provided during the A.M. and P.M. shifts on the schedule provided in Exhibit A. For future school sessions, daily rate shall remain the same. Throughout the contract period, the City reserves the right to increase and/or decrease estimated annual quantities based on actual needs.

Daily rate is to cover the entire shift time (A.M. and P.M.).

Item	Type of Service	Estimated Annual Quantity	Daily Rate Per Guard/Posts	Extended Price
1	School Crossing Guard	10,980 (61 Guards X 180 School Days	\$ <u>40.39</u> / Daily Rate	\$ <u>443,482.20</u>
2	Field Supervisor	360 (2 Field Supervisors X 180 School Days	\$ 40,39 / Daily Rate	\$ <u>14,540.40</u>
÷		Grand Tota	al (Bid Items 1 & 2):	\$458,022,60

II. Summer School Session

Bidder to provide their daily rate for services intended for future summer school sessions that may or may not occur throughout the contract period. For future summer sessions, daily rate shall remain the same. The City's last summer school session was in 2012 and held at one school location. The maximum amount of summer school days in a session is 20 summer days. If a summer session is exercised throughout the contract period, the City reserves the right to decrease summer days based on actual needs.

Item	Type of Service	Estimated Annual Quantity	Daily Rate Per Guard/Posts	
3	School Crossing Guard	Not Known	\$ <u>40.39</u> / Daily Rate	
4	Field Supervisor	Not Known	\$ <u>40.39</u> / Daily Rate	

COMPANY NAME: Action Labor Management, LLC DATE: 5-23-16

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this bid for the above bidder. I certify that this bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

*Bidder must submit proof that their firm name is registered with their State of origin.
*Name of Bidder (Firm Name as Registered with their State of origin)
Business Address:
Street Address (P.O. Box Address is not permitted) West Palm Beach, FL 33405 City, State, Zip
Mailing Address: Check if Same as Business Address above
Street Address City, State, Zip
Authorized Signature (Written)
Karen Hoovel President / CEO Print Name and Title of Person Signing this Form
5-23-16 954-7763444 954-776-8476 Telephone Fax No.
Email Address of Person Signing this Form: Khovelo Action Labor Com
Federal I.D. No.: 65-1038617
STATE OF: Florida COUNTY OF: Palm Beach
The foregoing instrument was acknowledged before me this 23_day of
20 16, by KAREN HOOVER who is (who are) personally known to me or who has
produced as identification.
NOTARY PUBLIC SIGNATURE:
NOTARY NAME, PRINTED, TYPED OR STAMPED: ROCCO D. PACIELO
Commission Number: My Commission Expires:
ROCCO D PACIEL NOTARY PUBLIC

CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non-responsive and thereby rejected.

1.	. Is Qualification of bidder's information included?	
	a. 3 References as requested on City form(s) herein Yes V No	_
	b. Copies of valid FDOT trainer certifications for two field supervisors Yes No	_
	c. Evidence of Bidder's firm being in business a minimum of one year Yes V No	_
2.	. Is Questionnaire of bidder's information included?	
3.	. Is copy of bidder's valid Business Tax Receipt submitted? Yes Ves Ves Ves	
4.	. Is proof or copy of Insurance submitted?	
5.	. Is bid form pages completed in full? Yes No	
6.	. Is bidder's certification form signed, notarized and submitted? Yes No	
7.	. Are addendum (if any issued) submitted?	<u></u>
8.	. Is proof that firm name is registered with their State of origin. Yes No	
9.	. Is Drug Free Workplace Form submitted?	
10.	0. Initial confirming that your firm is not subcontracting any services in this bid. (11)	
11	1. Name of individual submitting Bid: Karen Hoovee	
		
12.	2. Contact person in your office for Insurance Certificate: <u>Sharron</u> Cook	<u></u>
	Phone: 954.776.3444 Email: Scook@ Action(abor.)	<u> </u>

QUALIFICATION OF BIDDERS

1. Bidder shall provide three (3) satisfactory government agency references their firm has serviced for a minimum of one (1) year, that have a minimum of twenty five (25) guards/posts within the time period 4/1/2010 through bid closing date and time. Each reference provided by Bidder, shall be for a different entity/organization. Each reference shall reflect that Bidder's firm was the Contracted vendor for services. References where bidder's firm was the subcontractor are not acceptable.

REFERENCE 1:
Company/Entity Name: City of Bayaton Beach
Address: 100 E. Baynton Beach Blud.
City, State, Zip: Baynton Beach, FL 33425
Contact Name: Phil Hawkins Title: Sergeant
Phone: 561-742-6111 Email: Hawkins Po BBFL. US
Contract Start Date: 8\2002 Is Contract still in place? X Yes No,
Use If No, when did Contract End:
Summary of Services Performed: <u>School crossing guard services</u> . Manage program with certified crossing guards two FDOT certified trainers working as field supervisors
AND AN AREA MANAGER!
REFERENCE 2:
Company/Entity Name: City of Coral Springs
Address: 2801 Coral Springs Drive
City, State, Zip: CORAL SPRINGS, FL 33065
Contact Name: Glenn Matonak Title: Sergeant
Phone: 954-346.1274 Email: GMATONAK @ CORALSPRINGS.OTG
Contract Start Date: 205 Is Contract still in place? X Yes No,
If No, when did Contract End:
Quantity of Posts/Guards provided:
Summary of Services Performed: School Crossing Guard Services.
Manage program with certified Crossing Guards, three FLOT
Costified trainers working as field supervisors and AN Area MANDER

NAME OF BIDDER'S FIRM: Action Labor Management, LC DATE: 5.23-16
Page 25

REFERENCE 3:
Company/Entity Name: City of North Lauderdale
Address: 701 JW 715+ Ave.
City, State, Zip: NO24 Lauderdole, FL 33068
Contact Name: Ambreen Bhatty Title: City Manager
Phone: 954-724-7041 Email: Abhatty & NLOuderdale. OFG
Contract Start Date: (200) Is Contract still in place? X Yes No,
If No, when did Contract End:
Quantity of Posts/Guards provided:
Summary of Services Performed: School Crossing Guard Services. MANAGE
program with certified crossing guards, two FDOT certified
trainers woulding as field supervisors and an Area Manager.
2. Bidder shall have and maintain a minimum of two (2) field supervisors employed by their firm that have a valid FDOT trainer certification. Copy of certificate to be submitted at time of bid.
Proof of certification submitted as attachment Yes X No
3. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

NAME OF BIDDER'S FIRM: Action Labor Management, LLC DATE: 5.23-16

Bidder to indicate number of years their firm has been in business.

Proof submitted as attachment Yes X No ____

Staffing Connection's Qualifications/Scope of Services

Staffing Connection is uniquely qualified by way of years of experience. We are the only Florida firm that specializes in School Crossing Guard services with over 15 years of experience. We only staff School Crossing Guard programs. All our energy, staff and resources goes into making our program the best there is.

Staffing Connection is the largest private supplier of crossing guard services in the State of Florida. Our proven ability to seamlessly transition cities entire school crossing guard programs has made us the number one choice. Staffing Connection assumes complete responsibility for managing all aspect of the Crossing Guard Programs we take on.

The very unique recruitment skills of the staff coupled with our vigorous training program has made it possible for us to hire and maintain crossing guards that are professional and have the skills and know how to make the right calls.

Staffing Connection/Action Labor is a proud member of the National Safety Council and the South Florida Construction Safety and Health Partnership (C.A.R.E.P.). We take full responsibility and a leadership role in providing a sound safety and health program, and for ensuring its effectiveness in maintaining safe working conditions.

We train and certify according to the "Florida School Crossing Guard Training Guidelines" before post assignment. A criminal background, sex offender, drug screening and reference check are conducted on all newly registered school crossing guards hired through Staffing Connection/Action Labor.

We provide required equipment according to Florida Department of Transportation Safety Office/ Florida School Crossing Guard Training Guidelines. Equipment costs can be quite high and burdensome to the city, we eliminate all costs for required equipment i.e.: (vest, gloves, whistle and stop paddle).

All crossing guards are covered by Staffing Connection Liability and Workers Compensation Insurance.

State Certified supervisors are in the field working and supervising the guard's daily.

OUR STAFF

Sharron Cook – Branch Manager Staffing Connection 6/2009 – Present FDOT Certified Trainer

22 years of experience in staffing management, recruiting and training. State certified crossing guard trainer with proven experience managing, staffing and providing crossing guard services to over 25 cities in four Florida counties. 100% safety record in all four counties.

Joanne Duty – Resource Placement Administrator/Trainer Staffing Connection 8/1998 – Present

15 years of experience as a Certified FDOT Crossing Guard Trainer

10 years of experience staffing Crossing Guard Programs in Broward County

7 years managing and training field supervisors

7 years of experience as a Crossing Guard Field Supervisor and School Crossing Guards.

Nancy Jimenez – Personnel Administrator/Trainer
Staffing Connection 2/2005 – Present
8 years of experience as a Certified FDOT Crossing Guard Trainer
7 years teaching a training class and state certifying crossing guards

10 years of experience in Human Resources

Vicki Miller – Supervisor/Trainer
Staffing Connection 11/2003 – Present
10 years as a Certified FDOT Crossing Guard Trainer
8 years training crossing guards and field supervisors

Cathy Castaldo – Area Supervisor for the Palm Beach County
Staffing Connection 11/11/2001- Present
14 years as a Certified FDOT School Crossing Guard Trainer
Responsible for field training, initial certifications and re-certifications per state guidelines.
Ensures all post are covered, crossing guards are following crossing guidelines, wearing required equipment, conducting themselves in a professional, courteous manner and putting the safety of the children first.

2.

QUESTIONNAIRE

1. Bidder must have an office phone number, Cell number and Email address where staff can be contacted Monday through Friday between the hours of 8:00 a.m. – 5:00 p.m. Staff listed should include, owner, supervisors, office staff, etc.

Contact Name	Office Phone	Cell Phone	Email Address
Sharran Cook	954.776.3444	954-650.0310	Scooke actionable com
Johne Duty	954.1763444	954.444.1942	JournactionLabor.com
CAthy Castolido	954.7763444	561.261.5020	COASIANDE ACTIONLABOR. COM
Narroy Jimenez	954.776.3444	954,275,3231	N. Simenez O Action Labor CCH
	-		

Of the 61 guards/posts that will be assigned to this contract, will your firm have to hire and employ

	them or does your firm currently have on staff. Please explain. OUR FIRM WILL MEET WITH OIL EXISTING QUARDS AND THEY WILL BE
	given Fiest apportunity to transition. Open posts will be filled from
	dotabase of certified quards as well as actively recruiting for new personal
	If you have to hire and employ these individuals, what hiring requirements do you utilize and do you require them to already be FDOT trained and certified. If not, please explain how they get FDOT trained and certified?
	Our frem employees over 40 FDOT certified school Crossing Guard trainers.
	Regular training classes are conducted to ensure having certified
	crossing quards available to meet to demands of our City/county
	Contracts. Currenty have 27 Active contracts within 5 Florida
	Counties
3.	Of the 2 field supervisors that will be assigned to this contract, will your firm have to hire and employ
	them or does your firm currently have on staff. Please explain. We have certified trainers that can be assigned. Experience of
	transitioning other cities and counties has proved there could be any
	excellent candidate that was employed with city. All possibilities will be reviewed
	If you have to hire and employ the 2 field supervisors, what hiring requirements do you utilize and do you require them to already possess their FDOT trainer certification. If not, please explain how they get their FDOT trainer certification?
	ar firm has had great success with selecting are elite
	Crossing quards and Dromoting them to field supervisce positions.
	FDOT trainers training classes are held throughout the year
	in different counties within the State of Florida.

NAME OF BIDDER'S FIRM: Action Labor Management, LLC DATE: 523-16

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Please	<u> 500 </u>	Attached	Action	YPW.		
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As referenced i						
representative to	oversee se	rvices. Please	indicate below	the name an	d title of thi	s individual
phone number.						
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NAME OF BIDDER'S FIRM: Action Labor Management, LLC DATE: 5-23-16

ACTION PLAN FOR THE CITY OF BOCA RATON

UPON NOTIFICATION OF CONTRACT:

Obtain from the City of Boca Raton names, addresses and phone numbers of all School Crossing Guards.

Staffing Connection will schedule a meeting with all the current guards. The transition will be explained and all questions answered. Guards will be given the opportunity to interview for a post assignment with Staffing Connection.

Recruiting and training will begin immediately within the City of Boca Raton for qualified School Crossing Guards.

POST EVALUATIONS AND STATE MEETINGS:

Staffing Connection will visit each post location and map out all current post locations. Staffing Connection will tabulate the number of children crossing at each post on an on-going basis. The data received will be shared with our designated city contact and used to determine if post locations can be eliminated, or the need for additional post assignments. Our goal is to maximize safety and make sure the City's cost is being minimized where possible.

Staffing Connection attends all required state meetings and has relationships with all the necessary state departments that are involved with the School Crossing Guard Program.

SCHOOL CROSSING GUARD TRAINING:

Ensure that all School Crossing Guards have been properly trained to the "Florida School Crossing Guard Training Guidelines" before post assignment.

Facilitate School Crossing Guard Training, sessions are held weekly. Each School Crossing Guard candidate is required to successfully complete a 4 hour classroom training session conducted by a Staffing Connection trainer, who is a FDOT state certified trainer. They will also be required to complete a 2 hour in-the-field training session without and with children at a post.

Staffing Connection will be responsible for completing all training documentation and obtaining the guards' certifications from the state. Guards are re-certified every 12 months.

Maintain School Crossing Guard Training as required for all new personnel hired, scheduled on an "as need basis".

NOTIFICATION TO SCHOOLS:

A letter of introduction/notification will be sent to each school principal, advising who the contact person is at Staffing Connection. This will serve as a reference for the School Resource Officer or any parent/person wishing to contact our office.

SCHOOL CROSSING GUARD MAINTENANCE:

Field Supervisors will be responsible to verify the coverage of all posts each day and that the Guards are on their posts for the required post time. This allows Staffing Connection the ability to control the attendance/punctuality of all guards on a day-to-day basis. We will have substitutes available at all times and the supervisors will also be available to fill in where needed. Each guard will have the supervisor's phone number and a 24-hour contact at our office, in the event the guard has a problem during non-working hours.

Our staff supervisor meets with the Field Supervisors on a weekly basis, to verify time is being reported correctly and to get a weekly report of events. Forms are turned into our office and kept in an employee file.

Forms include: Weekly supervisor report. Absence Report. Complaint Resolution. Employee Discipline Warning Notice and a Weekly Time Sheet.

A Staffing Connection school crossing guard liaison will travel with the supervisor on a periodic basis to ensure that policies and procedures for School Crossing Guards are being met. Additionally, our management team does unscheduled observations.

EQUIPMENT AND DRESS CODE:

Staffing Connection will provide the state required equipment including:
Ansi II Retro-Reflective Vest, Whistle, Reflective Stop Paddle and items required by City Bid.

Tennis shoes are mandatory as proper foot attire. Guards are required to be neat and clean at all times.

BADGES:

Each School Crossing Guard assigned to a post within the City of Boca Raton will be issued a Staffing Connection photo I.D. Badge that must be worn at all times while on their post. This will identify who they are to the children, parents and teachers while on their respective posts.

PAY SCHEDULE:

Employees are paid on a weekly basis upon submission of a group time sheet by the field supervisor.

BILLING TERMS:

Invoices are sent weekly and payment is expected at least twice a month. The weekly time sheet is attached to the invoice to support the hours that are being billed.

CONTRACT TERMS:

This would be up to the City of Boca Raton.

CONTACT PERSON:

The City of Boca Raton will provide a contact person to call if situations arise and for informational purposes.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

Action Laber Management, LLC does: (Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Bidder

5-23.16

Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME:	
ADDRESS:	
TELEPHONE:	
SIGNATURE:	
DATE:	
We, the undersigned have declined to bid on	
service/coi	nmodity
because of the following reasons:	
Insufficient time to respond to the Invitation to I	Bid
We do not offer this product or an equivalent	
Our product schedule would not permit us to per	form
Unable to meet specifications	
Other (specify below)	
REMARKS:	· .
•	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2016

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(les) 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
Insurance Office of America, inc.
Abacoa Town Center
1200 University Bivd, Suite 200
Jupiter, FL 33458

INSURER S: INSURER(S) AFFORDING COVERAGE
INSURER A: Zurich American Insurance Company

INSURER B: American Guarantee & Liability Insurance Company

16535

INSURED 26247 Action Labor Management LLC, Action Labor of Florida, LLC INSURER C : dba Staffing Connections 624 Nottingham Blvd. INSURER D West Palm Beach, FL 33405 INSURER E INSURER F **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. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER LIMITS Α COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1.000.000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (En occurrence) PRA5854406-03 10/17/2015 01/10/2017 100,000 MED EXP (Any one person) 10,000 \$ 1,000,000 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 **GENERAL AGGREGATE** POLICY X PRO-LOC 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ex accident) \$ 1.000.000 ANY AUTO PRA4677711-03 10/17/2015 01/10/2017 **BODILY INJURY (Per person)** \$ ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ X X PROPERTY DAMAGE (Per secklory) HIRED AUTOS \$ £ X UMBRELLA LIAB X OCCUR **EACH OCCURRENCE** 5,000,000 В **EXCESS LIAB** CLAIMS-MADE UMB5498980-03 10/17/2015 01/10/2017 5,000,000 **AGGREGATE** \$ DED X RETENTIONS 10.000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Professional Liab PRA5854406-03 10/17/2015 | 01/10/2017 |Per Occurrence 1.000.000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage for work performed by employees of Action Labor of Florida. See Next page for Workers Compensation Coverage CERTIFICATE HOLDER 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** City of Boca Raton 201 W. Palmetto Rd.

ACORD 25 (2014/01)

Boca Raton, FL 33432

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THIS IS TO CERTIEV THAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2016

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(les) must have ADDITIONAL INSURED provisions or 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).

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PRODUCER SUNZ Insurance Sol	utions, LLC.	ID: (Action)	CONTACT NAME:	Lisa Beaty		
c/o Action Labor Man 624 Nottingham Blvd	agement LLC		PHONE (A/G. No. Exil): E-MAIL ADDRESS:	352-867-2866	FAX (AVC, No):	
West Palm Beach, Fi	L 33405		ADDRESS:	lisa.beaty@ioausa.c	om	
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Action Labor of Fiorida, LLC			INSURER D : Far	aday Syndicate - Lloyds	- Best Rating "A+"	
624 Nottingham Blvd West Palm Beach FL 33405	1		INSURER E :			
			INSURER F:			
COVERAGES	CERTIFICATE NUMB	ER: 29855290		REVIS	ION NUMBER:	

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.					is					
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	(Mand	datory in NH)	1	1	ľ			E.L. DISEASE - EA EMPLOYEE	s 1,000,0	000
<u> </u>	DESC	describe under CRIPTION OF OPERATIONS below		\Box	<u>(</u>			E.L. DISEASE - POLICY LIMIT		000
		kers Compensation	i 1	i	1			This is for informational pr		*******
Ď	1	35 Coverage	, 1		,	.		and nothing shall create a under such reinsurance.	ny right	
لــــا				لــــا						
DEBC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)									

Workers' Compensation coverage applies only to those temporary employees assigned by Action Labor of Florida, LLC, but does not extend any other rights or endorsements, unless explicitly requested.

GERTIFICATE HOLDER	CANCELLATION
City of Boca Raton 201 W. Palmetto Park Rd Boca Raton FL 33432	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 AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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DEPARTMENT OF TRANSPORTATION FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM STATE OF FLORIDA

This is to certify that

Nancy Jimenez

Florida School Crossing Guard Trainer has successfully completed the training and is a certified

2.12.15

Date

Florida School Crossing Guard Training Program

Dana Crosby

Secretary of Transportation Jim Boxold



DEPARTMENT OF TRANSPORTATION FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM STATE OF FLORIDA

This is to certify that

JoAnne Duty

has successfully completed the training and is a certified

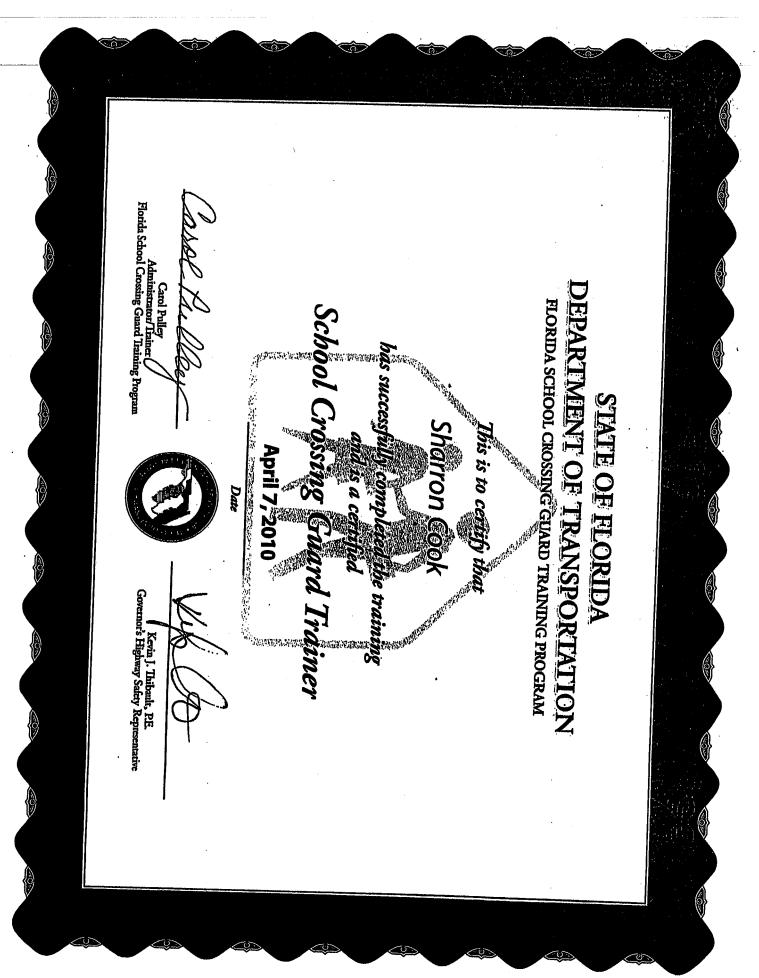
School Crossing Guard Trainer

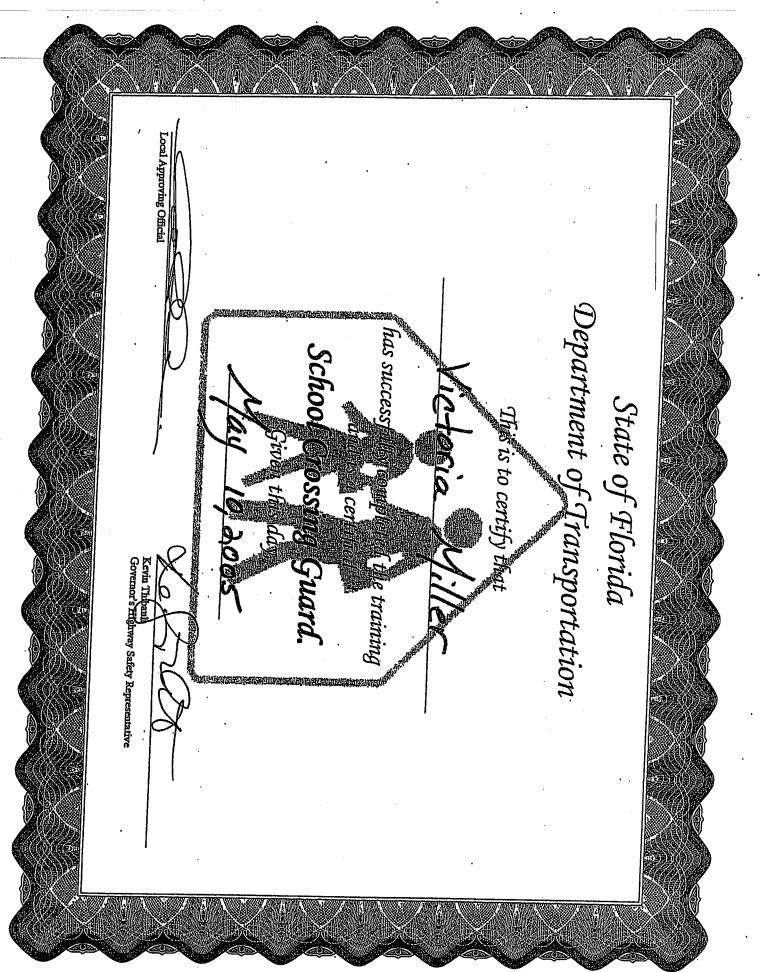
May 5, 2009

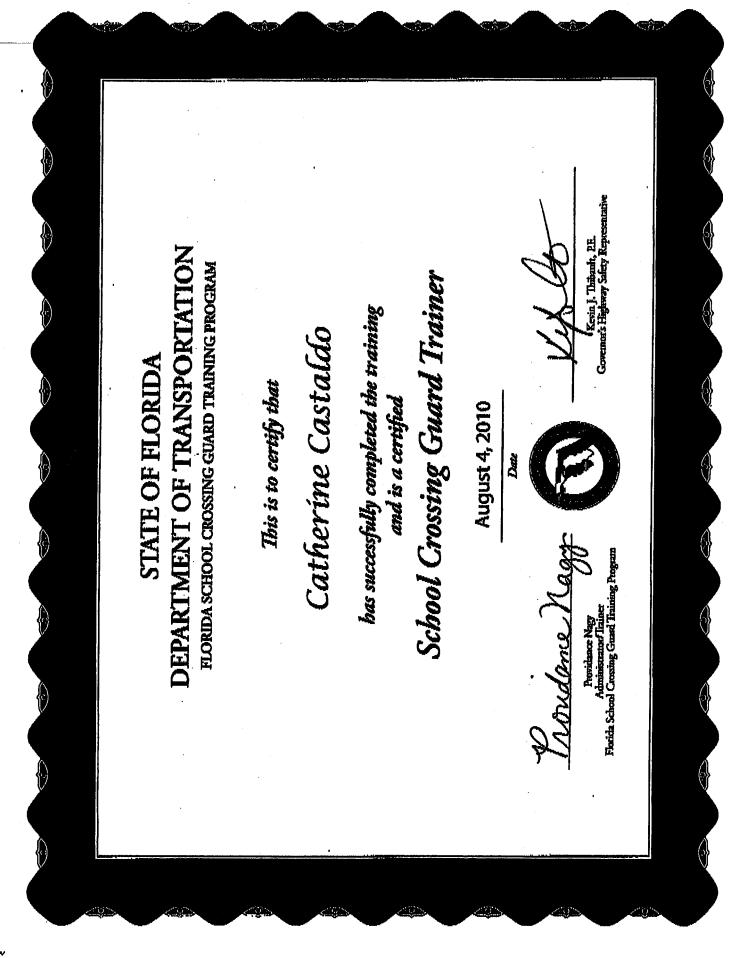
Carol Pulley
Administrator/Trainer
Florida School Crossing Guard Training Program



Kerin J. Thibault, P.E.. Governor's Highway Safety Representative







BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: STAFFING CONNECTION ACTION LABOR

Receipt #: 329-34749
Business Type: (STAFFING AGENCY

Owner Name: KAREN HOOVER

Business Location: 6555 N POWERLINE RD 306

Business Opened:08/05/2007

FT LAUDERDALE

State/County/Cert/Reg: **Exemption Code:**

Business Phone:

Rooms

Seats

Employees 5

Machines

Professionals

For Vending Business Only Number of Machines: Vending Type: **Tax Amount** Transfer Fee **NSF Fee** Penalty **Prior Years Collection Cost Total Paid** 33.00 0.00 0.00 0.00 0.00 0.00 33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAREN HOOVER 6555 N POWERLINE RD #306 FORT LAUDERDALE, FL 33309

Receipt #1CP-14-00020133 Paid 08/05/2015 33.00

2015 - 2016

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: STAFFING CONNECTION ACTION LABOR

Receipt #:329-34749
ALL OTHERS (STAFFING AGENCY)
Business Type:

Owner Name: KAREN HOOVER

Business Location: 6555 N POWERLINE RD 306

FT LAUDERDALE

Business Opened:08/05/2007

State/County/Cert/Reg: **Exemption Code:**

Business Phone:

Rooms

Seats

Employees 5

Machines

Professionals

	[F	or Vending Business O	nly	•	1
	Number of Mac	hines:		Vending Type	9 :	
Tax Amount	Transfer Fee	NSF Fee.	· Penalty	Prior Years	Collection Cost	Total Paid
33,00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAREN HOOVER 6555 N POWERLINE RD #306 FORT LAUDERDALE, FL

Receipt #1CP-13-00020942 Paid 09/23/2014 33.00

2014 - 2015



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2015-2016

BUSINESS TAX DIVISION 100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301 (954) 828-5195

Business ID: 9701242

STAFFING CONN./ACTION LABOR

Business AddressFFICE USE ONLY

725901

Tax Category:

Tax#:

Fee:

STAFFING CONN./ACTION LABOR

6555 NW 9 AVE #306 FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID:

9701242

Tax Number:

725901

Business Name: STAFFING CONN./ACTION LABOR

Business Owner:

Business Address: 6555 NW 9 AVE # 306
Business Owner: STAFFING CONN./ACTION LABOR

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

> **BUSINESS TAX DIVISION** 100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301 TEL (954)828-5195 FAX (954)828-5881 WWW.FORTLAUDERDALE.GOV



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2014-2015

Denice of America

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9701242

Business Name: STAFFING CONNECTION

Business Address: 6555 NW 9 AVE # 306

Tax Category: OFFICE USE ONLY

Tax#:725901

Fee:

STAFFING CONNECTION

6555 NW 9 AVE #306 FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID:

Tax Number:

9701242

Business Name:

725901

Business Address:

STAFFING CONNECTION 6555 NW 9 AVE # 306

Business Owner:

STAFFING CONNECTION

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
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Business Tax Division
700 NW 19 Avenue, Fort Lauderdale, Florida 33311
Tel (954)828-5195 Fax (954)828-6929
www.fortlauderdale.gov

City of Boca Raton

Bid 2016-071 School Crossing Guard Services

June 1st, 2016 @ 2:30PM EST

				Management, _C		roup of South dba Nextaff		ard Services, c.
I. Regu	lar School Session							
Item #	Type of Service	Estimated Annual Quantity	Daily Rate Per Guard/Posts	Extended Price	Daily Rate Per Guard/Posts	Extended Price	Daily Rate Per Guard/Posts	Extended Price
1	School Crossing Guard	10,980 (61 Guards X 180 School Days)	\$40.39	\$443,482.20	\$42.22	\$463,575.60	\$46.33	\$508,703.40
2	Field Supervisor	360 (2 Field Supervisors X 180 School Days)	\$40.39	\$14,540.40	\$42.22	\$15,199.20	\$49.29	\$17,744.40
		Total Bid (Items 1 - 2)		\$458,022.60		\$478,774.80		\$526,447.80
II. Sum	mer School Session							
Item #	Type of Service	Estimated Annual Quantity	Daily Rate Pe	er Guard/Posts	Daily Rate Pe	er Guard/Posts	Daily Rate Pe	r Guard/Posts
3	School Crossing Guard	Not Known		\$40.39		\$42.22		\$46.33
4	Field Supervisor	Not Known		\$40.39		\$42.22		\$49.29

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION TARGET AGENDA DATE: June 14, 2016

Subject:

School Crossing Guard Services

Bid Number:

2016-071

Department:

Police Services

Procurement Method:

Sealed Bid

Bid Opening Date:

June 1, 2016

146 Bids Solicited

0 No-Bid 3 Responses

Award Amount:

\$458,023

Contract Period:

This is the first year of the contract award period. The City reserves the option

to renew annually subject to appropriation of funds not to exceed a maximum

of four (4) one year renewals.

Award to:

Low Responsive Responsible Bidder, Action Labor Management, LLC, West

Palm Beach, FL.

Scope:

Approvals:

This procurement provides for school crossing guard services to be utilized for the regular and summer school sessions at designated public school locations throughout the City where students walk or ride their bicycles. There are currently sixty one (61) posts in Boca Raton where school crossing guards are

required.

Vendor	Total Bid
Action Labor Management, LLC	\$458,022.60
The Butler Group of South Florida, LLC DBA Nextaff	\$478,774.80
American Guard Services, Inc.	\$526,447.80

	Buyer: Sr. Buyer:
	Purchasing Manager:
^	Financial Services Director:
8	OMB Director: M. SM
	Deputy/Assistant City Manager:

Funding Source(s):

Other Operating & Supply Accounts
Future fiscal years contingent upon budget approval



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: Award Bid No.: 035-2510-18/IT, "Metal Containers and Roll Offs" to Iron Container of Miami, FL, as the lowest responsive and responsible bidder for an estimated annual expenditure of \$150,000. The bid is for a two year period beginning on date of award and can be renewed for three (3) additional one-year terms. This bid will be utilized on an "As Needed Basis".

EXPLANATION OF REQUEST:

Bid Term: October 17, 2018 - October 16, 2020

On October 8, 2018, the City received and opened three (3) bid submittals for "Metal Containers and Roll-Offs." All bids were reviewed and the Public Works Department recommends an award to the lowest, responsible bidder who met all specifications of the bid.

The purpose of this bid is to establish firm fixed prices for the purchase of metal containers, lids, and roll-offs to be used throughout the City of Boynton Beach for commercial and/or multi-residential accounts for the purpose of refuse collection.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

Utilization of this bid provides a consistent vendor to provide metal containers and roll-offs.

FISCAL IMPACT: Budgeted Budgeted in Solid Waste account #431-2515-534-52-75

ALTERNATIVES:

STRATEGIC PLAN:

Reject all submittals and re-advertise the invitation to bid or the City would be required to seek individual bids that would not benefit from the volume buying opportunity.

STRATEGIC PLAN APPLICATION:	
CLIMATE ACTION: No	
CLIMATE ACTION DISCUSSION:	

Is this a grant? No

Gra	ant Amount:	
CON	<u>ITRACTS</u>	
VEI	NDOR NAME: Iron Container	
S	TART DATE:	
I	END DATE:	
СО	NTRACT VALUE:	
MIN	IORITY OWNED CONTRACTOR?: No	
EX	TENSION AVAILABLE?: Yes	
EX	TENSION EXPLANATION:	
Opti	ion to renew for three (3) additional twelve (12) month pe	riod(s).
ATT	ACHMENTS:	
	Туре	Description
ם	Bid	Bid No. 035-2510-18-IT - Submittal - Iron Container
ם	Tab Sheets	Iron Container - Tabulation Sheet Metal Containers Roll Offs 10.8.18

INVITATION TO BID FOR METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT

BID No.: 035-2510-18/IT

BID OPENING DATE: October 8, 2018
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PROCUREMENT SERVICES

The City of Boynton Beach



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

REQUEST FOR BID

FOR

"METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT"

BID No. 035-2510-18/IT

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Boulevard, Suite 101, Boynton Beach, Florida 33426 on or by: October 8, 2018; No Later Than 2:30 P.M. (Local Time).

Bids will be opened in:

PROCUREMENT SERVICES unless otherwise designated.

ATTENTION ALL INTERESTED RESPONDENTS:

Copies of this solicitation package may be obtained from Demandstar at Onvia at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. If you prefer that a copy be mailed via U.S.P.S., please contact the City's Procurement Division at (561) 742-6322. Respondent(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services Division may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

Bidders shall submit one (1) marked original and two (2) photocopies of the completed bid package in a sealed envelope to the address above. The Bid Name, Bid Number, and time and date of the Bid Opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

All Bids will be publicly opened. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the day set for the opening of Bids.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt

from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to llyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

<u>SCOPE OF BID:</u> The purpose of this bid is to establish a fixed price for a two year term, for the purchase of metal containers, lids and roll-offs used throughout the City of Boynton Beach for commercial and/or multi-residential accounts in the collection of refuse.

Contact:

City of Boynton Beach Purchasing Services

3301 Quantum Boulevard, Suite 101

Boynton Beach, FL 33426

Ilyse Triestman, Purchasing Manager (561) 742-6322 or triestmani@bbfl.us

Office Hours:

MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.

TECHNICAL SPECIFICATIONS FOR "METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT"

The purpose of this bid is to establish firm fixed prices for the purchase of metal containers and roll-offs to be used throughout the City of Boynton Beach for commercial and/or multi-residential accounts for the purpose of refuse collection. The estimated annual expenditure for this contract is \$150,000.00

Delivery shall be made **FOB Destination** to: City of Boynton Beach Public Works Rolling Green Complex, 502 NW 14th Avenue, Boynton Beach, Florida 33435. Delivery hours are from: 7 AM to 3 PM, Monday thru Friday. Upon request, vendor may be required to offload the containers upon delivery. The City desires delivery of specified containers within 30 calendar days after receipt of Purchase Order or Blanket Purchase Order release.

Bidders are required to document their specifications below and return with their bid. Bidders are required to document each deviation from the specifications and note whether it meets, does not meet or exceed the minimum specification.

The Bidder should submit with its bid, literature, product data and equipment shop drawings (dimensions, gauges, designation of reinforcement and weight of each size container), able for each container, including all components, to verify compliance with specified requirements. If not submitted with the bid, bidder must submit documentation within three (3) calendar days of City's request or bid may be deemed non-responsive.

The Bidder should also specify applicable warranty information. The City desires a minimum of one-year on components and workmanship. Warranty information should be submitted with the bid, but bidder must submit documentation within three (3) calendar days of City's request or bid may be deemed non-responsive.

The following are the minimum technical specifications for both the metal containers and roll-off containers. If you cannot comply with a specification, attach additional information indicating deviation to specification.

TECHNICAL SPECIFICATIONS	COMI	PLY?
METAL CONTAINER DESIGN:	<u>YES</u>	NO
Shall be of slope design to prevent damage when emptying.	$\sqrt{}$	
Shall be of steel box construction.		
Water tight with a min. 1½" drain plug flush with the bottom of container	<u></u>	
10 Gauge bottoms		
12 Gauge minimum front, rear and end walls	<u>√</u>	
Containers with split lids of high density polyethylene resin	$\overline{}$	

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach Bid No. 035-2510-18/IT 3

TECHNICAL SPECIFICATIONS - CONTINUED	COM YES	PLY? <u>NO</u>
METAL CONTAINER PAINT:		
Shall be high grade industrial enamel; same color		<u>-</u>
Prior to applying paint, all surfaces must be thoroughly cleaned to remove all grease, foreign matter, and weld slag.	\checkmark	
Prior to applying paint, rust and rough edges shall be removed by grinding	$\sqrt{}$	_
Prime coat – 1.5 mils thickness when dry, one coat inside and outside		
Finish coat – High gloss environmentally approved enamel of the same film thickness applied to outside of container.		
Color – Dark Green		
METAL CONTAINER OVERALL LOADING HEIGHT:		
Shall not exceed 40" for a 2 yard container	<u> </u>	
Shall not exceed 44" for a 3 yard container		
Shall not exceed 46" for a 4 yard container		
Shall not exceed 46" for a 6 yard container		
Shall not exceed 48" for a 8 yard container	$\overline{}$	
ACCESSORIES:		
Each container shall include plastic lid, min of three (3) hinge points per lid section; black		
The container shall be constructed so that it automatically closes the top lids of containers when employing the lifting arms without necessitating the operator to leave the cab of the truck.	\checkmark	
Container shall be constructed with external deep "V" plates	\checkmark	

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach Bid No. 035-2510-18/IT 4

TECHNICAL SPECIFICATIONS - CONTINUED	COMPLY?	
	<u>YES</u>	NO
ROLL-OFF METAL CONTAINERS:		
Shall be construction/demolition/solid waste collection transport Containers designed for outside rail and cable loading	<u> </u>	
Shall be constructed of high carbon H/R steel	<u>\frac{\frac{1}{\fint}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}</u>	
Sides shall be constructed with min. 10 gauge H/R steel.	<u> </u>	
Floor plating shall be not less than 7 gauge H/R steel with continuous on all horizontal seams	\checkmark	
Outer rails shall be constructed of 2" x 6" x 2/16" H/R carbon rectangular tubing with the front corners of the body portion of the rails to be solid 1 $\frac{1}{2}$ " plate inserted 9" into the tubing, each direction, for a total of 18", and a $\frac{1}{4}$ " rub rail plate welded to the lower or bottom rail, the full length of the rail shall be continuously welded around the top perimeter.	<u> </u>	
Floor Supports shall be at least 3" structural channel, located and welded at 16" center.	<u> </u>	
Rear Door shall be constructed from 10 gauge H/R steel, reinforced with 6" x 2 ¾" x 10 gauge formed channels framing the door and reinforced with two channels vertically and divided equally from center, with continuous welding on all horizontal welds at top of channels. Hinges shall connect to 8" x 7" gauge formed channel vertical side post, and latch side post shall be 6" x 7" gauge formed channel post on body sides.	<u> </u>	
A safety chain and a safety pin with spring key shall be installed at the bottom of the rear door	<u> </u>	
There shall be two large rollers 6" x 9" constructed with not less than ¼" thick walls and sides, with 1 ¼" removable axles, equipped with grease fittings located at both sides of the rear of the container.	V	
There shall be two large rollers located at each side of the front of the container; designed contact hoist rails equipped with removable axles and grease fittings. Axles shall be retained with cotter pins.	<u> </u>	
Pick up hooks must be able to accommodate standard cable hook-up systems such as "Galbreath." Hooks shall be constructed of 1 ¼" plate steel.	\checkmark	

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

TECHNICAL SPECIFICATIONS - CONTINUED	COMI YES	PLY? <u>NO</u>
ROLL-OFF METAL CONTAINERS:		
All containers shall be sandblasted, vapor blasted or air ground and cleaned to remove mill scale and weld splatter and slag prior to any painting or sealing.		
The bottoms and insides of containers shall be undercoated with rust preventive; one (1) coat of industrial primer, and two (2) full coats of "Dark Green" high gloss industrial grade enamel paint. NOTE: Any unpainted surfaces shall be considered reason to reject delivery and acceptance of any container.		
Door hinges shall be constructed and fabricated of $\frac{1}{2}$ " thick plate steel, and shall be 10" x 9" on container side and 10" x 7" at the door side with a 1 7/16" solid round hinge pin equipped with a grease fitting, and shall be welded to the body and door with continuous welds.		
WARRANTY:		
Minimum of one-year (365 calendar days) on components and workmanship	$\overline{}$	

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

6

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

GENERAL CONDITIONS FOR BIDDERS

<u>FAMILIARITY WITH LAWS:</u> The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

<u>BID DEADLINE</u>: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is <u>not</u> responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid deadline time and date;
- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

<u>STANDARDS:</u> Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

<u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

<u>CONFLICT OF INTEREST:</u> The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

<u>ADDITIONAL QUANTITIES:</u> The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "**BID IS FOR SPECIFIED QUANTITY ONLY**".

<u>SAMPLES:</u> Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

<u>DEMONSTRATIONS</u>: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

<u>SUBCONTRACTING</u>: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.

<u>EXCEPTIONS:</u> Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

<u>ALTERNATES:</u> Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any

violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

<u>DISPUTES:</u> In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

<u>LEGAL REQUIREMENTS:</u> Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ON PUBLIC ENTITY CRIMES - All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

<u>ADVERTISING:</u> In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "NONCONFORMANCE WITH CONTRACT CONDITIONS".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

<u>LIABILITY:</u> The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this

Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as result of this ITB, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of this Invitation to Bid and resulting award and/or contract. Prices shall be F.O.B. Destination to the requesting agency.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

<u>DELIVERY:</u> Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

ADDRESS:

PUBLIC WORKS COMPOUND 222 N.E. 9th AVENUE BOYNTON BEACH, FL 33435

<u>PRICES, TERMS AND PAYMENT:</u> Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **SOLID WASTE DEPARTMENT** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

- A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.
- B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. DISCOUNTS: Will be considered in determining the lowest net cost.
- D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

<u>TIME OF DELIVERY:</u> The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids. Concurrent to delivery of equipment, the items listed below shall be supplied for each different type or size of equipment and all bodies and accessory equipment installed or furnished. All of these manuals must be delivered with the equipment and normal delivery cannot be accepted until all items listed are supplied.

All equipment shall be completely assembled, adjusted, and clean. All standard equipment, and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which are clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

<u>LICENSE AND PERMITS:</u> It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

<u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:</u> Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary

to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

<u>PUBLIC RECORDS:</u> Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK 3301 QUANTUM BOULEVARD, SUITE 101 BOYNTON BEACH, FLORIDA, 33426 561-742-6061 PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this Invitation to Bid should be directed to Ilyse Triestman, Purchasing Manager; Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us.

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, a bidder must include the Local Business Status Certification Form at the time of bid submittal. Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

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BID NO. 035-2510-18/IT METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT

SPECIAL TERMS AND CONDITIONS

- 1. **PURPOSE:** The City of Boynton Beach is requesting bids for the purchase and delivery of metal containers and roll-offs meeting the minimum specifications contained herein.
- 2. **METHOD OF AWARD:** Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

The City intends to award a contract to the lowest, responsive, responsible total price bidder, taking into consideration experience, staffing, equipment, materials, references and past performance.

3. **RENEWAL**: The City Commission may renew the bid, at the same terms, conditions, and prices, for *three (3) one-year renewals* subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

 COST ADJUSTMENTS: Prices quoted shall be firm for the initial bid term. No cost increases shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Cost increases for any extension terms shall be subject to City approval. Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

5. **INSURANCE:** It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. **Vendor shall submit the certificate of insurance via e-mail** to: coi@bbfl.us. Said insurance companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

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ATTACHMENT A

City of Boynton Beach Risk Management Department INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

TYPE	(Occurrence Based Only)	MINIMUM LIMITS I	REQUIRED
General	Liability Commercial General Liability Owners & Contractor's Protective (OCP) Liquor Liability Professional Liability Employees & Officers Pollution Liability Asbestos Abatement Lead Abatement Broad Form Vendors Premises Operations Underground Explosion & Collapse Products Completed Operations Contractual Independent Contractors Broad Form Property Damage Fire Legal Liability	General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Expense (any one person)	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00
	rile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos PIP Basic Intermodal	Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Trailer Interchange	\$ 300,000.00 to be determined to be determined to be determined \$ 50,000.00
	ability Any Auto Garage Keepers Liability	Auto Only, Each Accident Other Than Auto Only Each Accident Aggregate	\$ 1,000,000.00 \$ 100,000.00 \$ 1,000,000.00 \$ 1,000,000.00
	ability Umbrella Form	Each Occurrence Aggregate	to be determined
Worker's (Compensation Employer's Liability	Each Accident Disease, Policy Limit Disease Each Employee	Statutory Limits \$ 100,000.00 \$ 500,000.00 \$ 100,000.00
	Homeowners Revocable Permit Builder's Risk		\$ 300,000.00 ed on Project Cost
Other - A	as Risk Identified		etermined

BIDDER ACKNOWLEDGEMENT

Submit Bids To:	PROCUREMENT SERVICES 3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426 Telephone: (561) 742-6310
Bid Title:	"METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT"
Bid Number:	035-2510-18/IT
Bid Received By:	October 8, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)
	Procurement Services unless specified otherwise. Bid receiving date and October 8, 2018, no later than 2:30 P.M. (local time) and may not be by (90) days after such date and time.
	a result of this bid shall conform to applicable sections of the charter and
Name of Vendor:	Iron Container, LLC
Federal I.D. Number:	
A Corporation of the S	State of: DELAWARE
Area Code: _35	Telephone Number: 726 2150
Area Code: 35	FAX Number: 400 4822
Mailing Address:	8505 NW 74 Street
City/State/Zip:	Miami FL 33166
Vendor Mailing Date:	10/3/18

JCharles @ ironcontainer.com / M Authorized Signature

Name Typed

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THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-Mail Address:

BID NO. 035-2510-18/IT METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT

BID FORM

To: City of Boynton Beach, Florida

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. In accordance with the General Conditions, Special Conditions, and Specifications and Requirements, the undersigned bidder offers the following:

Basis of Award: It is the intent of the City to award to the lowest responsive and responsible bidder on an item by item basis, or total bid price, whichever is in the City's best interest.

ITEM	QTY/UM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	10 ea	Metal Containers; 2 C.Y., green, with black plastic lids	\$ 388.00	\$ 3,880.00
2	10 ea	Metal Containers; 3 C.Y., green, with black plastic lids	\$ 468.00	\$ 4,680.00
3	20 ea	Metal Containers; 4 C.Y., green, with black plastic lids	\$ 538.00	\$ 10,760.00
4	20 ea	Metal Containers; 6 C.Y., green, with black plastic lids	\$ 698.00	\$13,960.00
5	20 ea	Metal Containers; 8 C.Y.; green, with black plastic lids	\$ 838.00	\$ 16.760.00
6	10 ea	Lids, black plastic with rods for 2 C.Y. containers	\$ 38.00	\$ 380.00
7	10 ea	Lids black plastic with rods for 3 C.Y. containers	\$ 39.00	\$ 390.00
3	10 ea	Lids black plastic with rods for 4 C.Y. containers	\$ 41.00	\$ 410.00
)	10 ea	Lids black plastic with rods for 6 C.Y. containers	\$ 41.00	\$_410·°°
0	10 ea	Lids black plastic with rods for 8 C.Y. containers	\$ 41.00	\$ 410.∞

Specify Manufacturer Name and Model Number of Metal Container Offered:

Manufacturer: PON CONTAINER	Model No.: IC FELS	234,60	8
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THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO. 035-2510-18/IT METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT

BID FORM (CONTINUED)

ITEM	QTY/UM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
11	1 ea	Container, roll-off, open, 10 C.Y., green	\$ 2,474.00	\$ 2,474 · 00
12	1 ea	Container, roll-off, open, 20 C.Y., green	\$ 3,274.00	\$ 3,274.00
13	1 ea	Container, roll-off, open, 30 C.Y., green	\$3,794.00	\$3774.00
14	1 ea	Container, roll-off, open, 40 C.Y., green	\$ 4,314.00	\$ 4,314.00
15	1 ea	Container, recycling roll-off, with plastic doors, 40 C.Y., green	\$ 5,294.00	\$ 5,294.∞
		TOTAL BID PRICE (L	INES 1 THRU 15):	\$71,170.00

Specify Manufacturer Name and Model Number of Roll-off and Recycling Container Offered:

Open Roll-off: Manufacturer: PON CONTAINER Model No.: ICROT		
Recycling Roll-off: Manufacturer: LON COMAINER Model No.: ICROR		
The City desires delivery within thirty (30) calendar days after request. Delivery will be withincalendar days after receipt of Purchase Order.		
ALL PRICES MUST BE F.O.B. BOYNTON BEACH		

Tron Container, LCC
COMPANY NAME
SIGNATURE OF AUTHORIZED OFFICIAL

Julian Charles
PRINTED NAME OF AUTHORIZED OFFICIAL
TELEPHONE NUMBER

Colonia Control Contro

oales Manager (305) 400 4822

<u>Johanes @ironcontainer.com</u> E-MAIL ADDRESS

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach Bid No. 035-2510-18/IT 20

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Plouda			
County of Miami Dade			
State of Plouida County of Miami Dade; Junal Charles, being first duly sworn, deposes and says that:			
1) He/She is SALES DIRECTOR IRON GONTAINER LUC, (Title) (Name of Corporation or Firm) the bidder that has submitted the attached bid:			
 He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; 			
3) Said bid is genuine and is not a collusive or sham bid;			
4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, any other bidder, sought by agreement or collusion or communications or conference with bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the			
5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.			
(Signed)			
Subscribed and sworn to before me (Title) SALES DIRECTOR			
This 3 day of October 2018			
MARIA RODRIGUEZ MY COMMISSION # FF 925154 EXPIRES: February 6, 2020			

21

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)	
COUNTY OF PALM BEACH)	
I, the undersigned hereby duly sworn, depose and be paid to any employees of the City of Boynton Be directly or indirectly by me or any member of my fi	d say that no portion of the sum herein bid wile ach as a commission, kickback, reward of gift mor by an officer of the corporation.
1	By: NAME - SIGNATURE
Sworn and subscribed before me this day ofOctober,	20 <i>18</i>
	Printed Information:
	JULIAN CHARLES
	SALES DIRECTOR
NOTARY PUBLIC, State of Florida at Large	71722
at Large	COMPANY CONTAINER LLC
MARIA RODRIGUEZ MY COMMISSION # FF 925154 EXPIRES: February 6, 2020 Bonded Thru Notary Public Underwriters	

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF MINORITY OWNED BUSINESS

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

23

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor's Signature

24

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach Bid No. 035-2510-18/IT

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

CONTRACTOR NAME

By July

Title: SALCE DIRECTOR

Date: 10 3 20 18

CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION

I,, the(Title of	officer of co	ompany)	of
(Name of Corporation/Company), located at	(Business A		
Certify that I am an authorized representative of the	business a	nd, oņ be	half of the
Business, request that it be deemed to be a local bu	siness for p	urposes	of the City of
Boynton Beach Local Preference Program. Answerin		/	
below will qualify the business as a local business. I			
following to be true and correct:			door, rooting the
NAME OF BUSINESS:			
Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years:
2. Does the husiness have a husiness tox			
Does the business have a business tax receipt issued in the current year?	<u>YES</u>	<u>NO</u>	Business License Number:
3. Is the business registered with the Florida			
Is the business registered with the Florida Division of Corporations?	<u>YES</u>	<u>NO</u>	
understand that misrepresentation of any facts in coremoval from the certified local business list. I also and the City in writing should it cease to qualify as a local business.		h this req e busine	uest may be cause for ss is required to notify
Print Name:Sign	ature:		
***FOR PURCHASING U			
Business License Year Established:		Act	tive:
Verified by:	Dat	e:	
THIS DAGE TO DE SURVEY			26

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach Bid No. 035-2510-18/IT

REMARKS: Other (specify below) Specifications unclear (explain below) Unable to meet bond requirements Unable to meet specifications Our product schedule would not permit us to perform We do not offer this product or an equivalent Insufficient time to respond to the Invitation to Bid pelow) Specifications too "tight", i.81, geared toward brand or manufacturer only (explain Containers and Roll-offs, Term Contract because of the following reasons: WE, the undersigned have declined to bid on your Bid No.: 035-2510-18/II for the "Metal : **TAQ SIGNATURE: TELEPHONE: ADDRESS:** COMPANY NAME: for the City of Boynton Beach. Failure to respond may result in deletion of vendor's name from the qualified bidder's list 33425-0310. PROCUREMENT SERVICES, City of Boynton Beach, P.O. Box 310, Boynton Beach, Florida If you are not bidding this service/commodity, please complete and return this form to: STATEMENT OF NO BID

METAL CONTAINERS AND ROLL-OFFS, TERM CONTRACT

BID DUE DATE: October 8, 2018 BID DUE TIME: 2:30 P.M. BID No.: 035-2510-18/IT "Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	Durings Name IFO Calar and Comission	Duning Name Inc. Contains	Dusings Name Westernin	
VENDORS	Business Name: IES Sales and Services	Business Name: Iron Container	Business Name:Wastequip	
	Address:2340 NW 147 Street Bay F3	Address: 8505 NW 74 Street	Address: 841 Meacham Road	
	Opalocka, FL 33054	Miami, FL 33166	Statesville, NC 28677	
	Contact Name: Stanley Nunez	Contact Name: Julian Charles	Contact Name: Larry Harvey	
	Tel: 305-303-2077	Tel: 305-726-2150	Tel: 800-424-0422 Ext. 244	
	Email: recycleies@gmail.com	Email: jcharles@ironcontainer.com	Email:mjenkins@wastequip.com	
ORIGINAL AND TWO (2) COPIES	Yes	Yes	Yes	
BIDDER ACKNOWLEDGEMENT	Yes	Yes	Yes	
TOTAL BID OFFER (ITEMS 1-15):	\$73,690.00	\$71,170.00	\$75,537.00	
TECHNICAL SPECIFICATIONS FOR "METAL	-			
CONTAINERS AND ROLL-OFFS"				
	Yes	Yes	Yes	
NON-COLLUSION AFFIDAVIT OF PRIME				
BIDDER	Yes	Yes	Yes	
ANTI-KICKBACK AFFIDAVIT	Yes	Yes	Yes	
CONFIRMATION OF MINORITY OWNED				
BUSINESS STATEMENT SUBMITTED	Yes, yes minority owned.	Yes, not minority owned.	Yes, not minority owned.	
BOSINESS STATEMENT SOBWITTED	res, yes minority owned.	res, not minority owned.	res, not minority owned.	
CONFIRMATION OF DRUG FREE				
WORKPLACE SUBMITTED	Yes	Yes	Yes	
THORNIA ENGLOGENITIVES	1.00		. 55	
ACKNOWLEDGEMENT OF PBC				
INSPECTOR GENERAL SUBMITTED	Yes	Yes	Yes	
LOCAL BUSINESS STATUS				
CERTIFICATION	Yes, not local.	Yes, not local.	Yes, not local.	
ADDENDUM	N/A	N/A	N/A	
COMMENTS:	IN/A	RFA	IN/A	
OOIVIIVILIATO.				

RFA = RECOMMENDED FOR AWARD

Opened by: Ilyse Triestman; Witnessed and Tabulated by: Eric Marmer, 10/8/18



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-028 - FIRST READING - Approve the Cottage District Alley Abandonment (ABAN 18-001) allowing abandonment of the unimproved 15-foot wide alley running east / west from Seacrest Boulevard to NE 1st Street, between NE 4th Avenue and NE 5th Avenue. Applicant: Michael Simon, CRA Executive Director.

EXPLANATION OF REQUEST:

Michael Simon, Executive Director of the Boynton Beach Community Redevelopment Agency (CRA), is requesting to abandon the unimproved 15-foot wide alley right-of-way (ABAN 18-001) running east / west from Seacrest Boulevard to NE 1st Street, between NE 4th Avenue and NE 5th Avenue. The CRA is requesting the abandonment as the majority property owner abutting the alley, in preparation for a potential redevelopment project, commonly referred to as the Cottage District.

Staff has reviewed the request and recommends approval, subject to the attached Conditions of Approval. The Planning & Development Board reviewed the request at their September 25, 2018 meeting and recommends approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Abandonment of the alley reduces the City's maintenance responsibility associated with the unimproved alley, and places the land on the tax roll.

FISCAL IMPACT:	The abandoned alley will be placed on the tax roll.
ALTERNATIVES:	None recommended.
STRATEGIC PLA	N:
STRATEGIC PLA	N APPLICATION: N/A
CLIMATE ACTION	l:
CLIMATE ACTION	I DISCUSSION: N/A
Is this a grant?	
Grant Amount:	

ATTACHMENTS:

Type

Ordinance

D Drawings

Conditions of Approval

Description

Ordinance Abandoning a 15-foot wide alley right-

of-way

Staff Report

Location Map

Sketch & Legal Description

Conditions of Approval

1	ORDINANCE NO. 18-
2	
3	AN ORDINANCE OF THE CITY OF BOYNTON BEACH,
4	FLORIDA, AUTHORIZING ABANDONMENT OF THE
5	UNIMPROVED 15-FOOT WIDE ALLEY RUNNING
6	EAST/WEST FROM SEACREST BOULEVARD TO NE 1ST
7	STREET BETWEEN NE 4 TH AVENUE AND NE 5 TH AVENUE,
8	MORE PARTICULARLY DESCRIBED HEREIN, SUBJECT
9	TO STAFF COMMENTS; AUTHORIZING THE CITY
10	MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL
11	BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC
12	RECORDS OF PALM BEACH COUNTY, FLORIDA; AND
13	PROVIDING AN EFFECTIVE DATE.
14	
15	
16	WHEREAS, the Boynton Beach Community Redevelopment Agency (CRA), as
17	Applicant, is requesting to abandon the unimproved 15-foot wide alley right-of-way
18	running east/west from Seacrest Boulevard to NE 1st Street between NE 4th Avenue and NE
19	5 th Avenue, subject to staff comments; and
20	
21	WHEREAS, comments have been solicited from the appropriate City Departments,
22	and public hearings have been held before the City's Planning & Development Board, and
23	the City Commission on the proposed abandonments; and
24	
25	WHEREAS, staff has determined that the subject unimproved 15-foot wide alley
26	right-of-way requested to be abandoned does not adversely impact traffic, or affect other
27	adjacent property owners and therefore no longer serves a public purpose, and the City
28	Commission adopts that finding.
29	
30	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
31	THE CITY OF BOYNTON BEACH, FLORIDA THAT:
32	
33	Section 1. The foregoing Whereas clauses are true and correct and incorporated
34	herein by this reference.
35	·
36	Section 2. The City Commission of the City of Boynton Beach, Florida, does
37	hereby abandon the unimproved 15-foot wide alley right-of-way running east/west from
38	Seacrest Boulevard to NE 1st Street between NE 4th Avenue and NE 5th Avenue, subject to
39	staff comments. The property being abandoned is more particularly described as follows:
40	
41	The north 7.5 feet of that 15 foot Alley lying between the north line of Block 3, as shown on the
42	plat, SHEPARD ADDITION TO BOYNTON, according to the plat thereof, as recorded in Plat

Book 2, Page 59, of the Public Records of Palm Beach County, Florida and the south line of Block

1, SUNNY-SIDE ESTATES, according to the plat thereof, as recorded in Plat Book 26, Page 16,

Bounded on the east by the southerly extension of the east line of Lot 8, BLOCK 1, of said

SUNNY-SIDE ESTATES; bounded on the south by the centerline of said 15 foot Alley; bounded

on the west by the east right-of-way of Seacrest Boulevard as laid out and currently in use; and

of the Public Records of Palm Beach County, Florida, bounded as follows:

43

44

45

46

47

48

49 50	Block 1, SUNNY-SIDE	y the north line of said 15 foot Alley, also being th ESTATES.	e south line of said
51	TOGETHER WITH:	4 15 food Allow Initial between the month line of Disal	- 2
52 53		at 15 foot Alley lying between the north line of Block FION TO BOYNTON, according to the plat thereof	
54		Public Records of Palm Beach County, Florida and the	
55		TES, according to the plat thereof, as recorded in Pla	
56		Palm Beach County, Florida, bounded as follows:	., ., .,
57	Bounded on the east by	y the northerly extension of the east line of Lot 1,	BLOCK 3, of said
58		TO BOYNTON; bounded on the south by the south	
59		orth line of Block 3 of said SHEPARD ADDITIO	
60 61		the east right-of-way of Seacrest Boulevard as laid north by the centerline of said 15 foot Alley.	out and currently in
62		eing in the City of Boynton Beach, Palm Beach Cour	aty Florida
63	Said failds situate and bo	enig in the City of Boymon Beach, I aim Beach Coun	ity, i forida.
64	Section 3.	, ,	
65	attached Disclaime	er and cause the same to be filed, with this	s Ordinance, in the Public
66	Records of Palm Be	each County, Florida.	
67			
68	Section 4.	This Ordinance shall take effect immedia	ately upon passage.
69			
70	FIRST REA	ADING this day of, 20	018.
71			
72	SECOND,	FINAL READING AND PASSAGE	this day of
73	, 2018		<i>_</i>
74			
75		CITY OF BOYNTON BEACH, FLORII	DA
76			YES NO
77			
78		Mayor – Steven B. Grant	
79			
80		Vice Mayor – Christina L. Romelus	
81			
82 83		Commissioner – Mack McCray	
84		Commissioner – Justin Katz	
85 86		Commissioner – Joe Casello	
87 88			
89		VOTE	
90	ATTEST:		_
91			
92 93	Judith A. Pyle, CMC		
94	City Clerk		
95	227 222		
96	(Corporate Seal)		

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that The City Commission of the City of Boynton Beach, Florida, does hereby abandon the unimproved 15-foot wide alley right-of-way running east/west from Seacrest Boulevard to NE 1st Street between NE 4th Avenue and NE 5th Avenue, subject to staff comments. The property being abandoned is more particularly described as follows:

The north 7.5 feet of that 15 foot Alley lying between the north line of Block 3, as shown on the plat, SHEPARD ADDITION TO BOYNTON, according to the plat thereof, as recorded in Plat Book 2, Page 59, of the Public Records of Palm Beach County, Florida and the south line of Block 1, SUNNY-SIDE ESTATES, according to the plat thereof, as recorded in Plat Book 26, Page 16, of the Public Records of Palm Beach County, Florida, bounded as follows:

Bounded on the east by the southerly extension of the east line of Lot 8, BLOCK 1, of said SUNNY-SIDE ESTATES; bounded on the south by the centerline of said 15 foot Alley; bounded on the west by the east right-of-way of Seacrest Boulevard as laid out and currently in use; and bounded on the north by the north line of said 15 foot Alley, also being the south line of said Block 1, SUNNY-SIDE ESTATES.

TOGETHER WITH:

The south 7.5 feet of that 15 foot Alley lying between the north line of Block 3, as shown on the plat, SHEPARD ADDITION TO BOYNTON, according to the plat thereof, as recorded in Plat Book 2, Page 59, of the Public Records of Palm Beach County, Florida and the south line of Block 1, SUNNY-SIDE ESTATES, according to the plat thereof, as recorded in Plat Book 26, Page 16, of the Public Records of Palm Beach County, Florida, bounded as follows:

Bounded on the east by the northerly extension of the east line of Lot 1, BLOCK 3, of said SHEPARD ADDITION TO BOYNTON; bounded on the south by the south line of said 15 foot Alley, also being the north line of Block 3 of said SHEPARD ADDITION TO BOYNTON; bounded on the west by the east right-of-way of Seacrest Boulevard as laid out and currently in use; and bounded on the north by the centerline of said 15 foot Alley. Said lands situate and being in the City of Boynton Beach, Palm Beach County, Florida.

IN WITNESS WHEREOF, the	e duly authorized officers of the City of Boynton Beach,
Florida, have hereunto set their	hands and affixed the seal of the City this day of
, 2018.	
ATTEST:	CITY OF BOYNTON BEACH, FLORIDA
Judith A. Pyle, CMC City Clerk	Lori LaVerriere, City Manager
STATE OF FLORIDA)
)ss:

BEFORE ME, the undersigned authority, personally appeared Lori LaVerriere and

Judith A. Pyle, CMC, City Manager and City Clerk respectively, of the City of Boynton
Beach, Florida, known to me to be the persons described in and who executed the foregoing
instrument, and acknowledged the execution thereof to be their free hand and deed as such
officers, for the uses and purposes mentioned therein; that they affixed thereto the official
seal of said corporation; and that said instrument is the act and deed of said corporation.
WITNESS my hand and official seal in the said State and County this day of
, 2018.
NOTARY PUBLIC, State of Florida
My Commission Expires:

DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-048

TO: Chair and Members

Planning & Development Board

FROM: Ed Breese

Planning & Zoning Administrator

DATE: August 2, 2018

SUBJECT: Request for abandonment of the unimproved 15-foot wide alley running east

/ west from Seacrest Boulevard to NE 1st Street, between NE 4th and 5th Avenues (ABAN 18-001). Applicant: Michael Simon, CRA Executive Director.

NATURE OF REQUEST

Michael Simon, Executive Director of the Boynton Beach Community Redevelopment Agency (CRA), is requesting to abandon the unimproved 15-foot wide alley right-of-way (ABAN 18-001) running east / west from Seacrest Boulevard to NE 1st Street, between NE 4th and 5th Avenues (see Exhibit "A" – Location Map). The CRA is requesting the abandonment as the majority property owner abutting the alley, in preparation for a potential redevelopment project, commonly referred to as the Cottage District. For greater detail of the abandonment request, please refer to Exhibit "B" – Legal Description & Sketch.

The following is a description of the zoning districts and land uses of the properties that surround the subject alley abandonment request:

North: Vacant residentially-zoned property, other than parking lot for the Treasure

Chest Daycare along Seacrest Boulevard, all zoned R-2 (Duplex);

South: Residential structures immediately abutting Seacrest Boulevard on the west,

with vacant parcels along the rest of the alley, all the way to NE 1st Street, all

zoned R-2 (Duplex);

East: Right-of-way for NE 1st Street, and father east residential properties, zoned

R-2 (Duplex); and

West: Right-of-way for Seacrest Boulevard, then farther west residential properties,

zoned R-1 (Single-Family Residential).

BACKGROUND

The applicant is requesting to abandon the unimproved 15-foot wide alley running east / west from Seacrest Boulevard to NE 1st Street, between NE 4th and 5th Avenues. The CRA has been acquiring

Page 2 Memorandum No. PZ 18-048 ABAN 18-001

properties in the block in an effort to assemble a sizeable parcel for residential redevelopment purposes and to create additional housing opportunities for area residents.

Typically, when a right-of-way, such as this unimproved alley, is abandoned, the abandoned land is transferred in equal portions from the general public to the abutting property owner(s) per State Statute. There are usually property owners on each side which would be affected by an abandonment request, and as a result one-half of the right-of-way is conveyed to those abutting one (1) side and the other half is conveyed to those abutting the other side. However, in this instance, the 15-foot wide alley lies between two separate platted subdivisions, and the alley was dedicated solely by the plat on the south side (Shepard Addition to Boynton). As a result, and per State Statute, the entire 15 feet would be retained within the dedicating platted subdivision (Shepard Addition to Boynton) and therefore only rest with the property owners to the south side of the alley only, which consists of the CRA, and a parcel owned by 500 Ocean Properties LLC along the east side of Seacrest Boulevard.

ANALYSIS

Owners of properties within 400 feet of the subject site were mailed a notice of this request and its respective hearing dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007. A summary of the responses follows:

CITY DEPARTMENTS/DIVISIONS

Engineering No objection.
Public Works/Utilities No objection.
Planning and Zoning No objection.

PUBLIC UTILITY COMPANIES

Florida Power and Light No objection w/ provision of necessary easements

and relocation of utilities at developer's cost, if

necessary.

AT & T No objection. Florida Public Utilities No objection. No objection. Comcast No objection. Crown Castle Fiber Fibernet Direct No objection. Level 3 No objection. Sprint No objection. Hotwire No objection. Strome Networks No objection. No objection. Windstream PBC Traffic Engineering No objection. Page 3 Memorandum No. PZ 18-048 ABAN 18-001

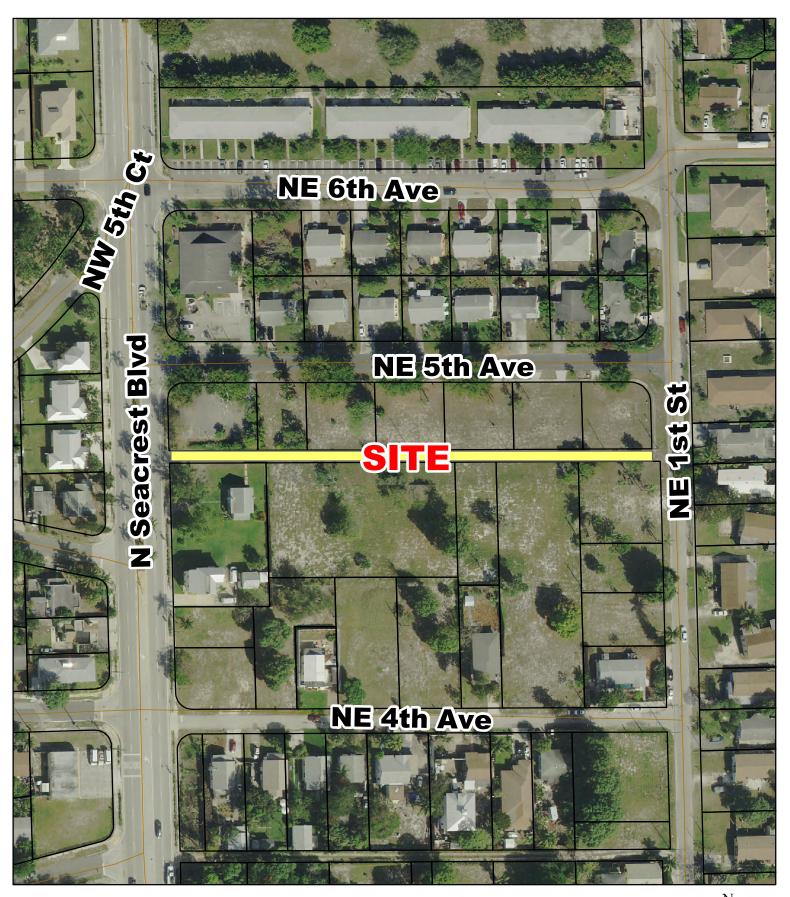
RECOMMENDATION

Staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners. Based on the above-analysis, staff has determined that the subject alley no longer serves a public purpose and can be replaced with just a utility easement to provide access to service the FPL power poles, and therefore recommends APPROVAL of the applicant's request, subject to the attached conditions. Any conditions requested by the Planning and Development Board or required by the Commission will be placed in Exhibit "C" - Conditions of Approval.

S:\Planning\SHARED\WP\PROJECTS\CRA ABAN 18-001 (Cottage District)\ABAN 18-001\Staff Report.doc

Exhibit A

LOCATION MAP



SKETCH & DESCRIPTION FOR:

ALLEY ABANDONMENT

SHEPARD ADDITION TO BOYNTON (PLAT BOOK 2, PAGE 59, P.B.C.R.) CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

The north 7.5 feet of that 15 foot Alley lying between the north line of Block 3, as shown on the plat, SHEPARD ADDITION TO BOYNTON, according to the plat thereof, as recorded in Plat Book 2, Page 59, of the Public Records of Palm Beach County, Florida and the south line of Block 1, SUNNY—SIDE ESTATES, according to the plat thereof, as recorded in Plat Book 26, Page 16, of the Public Records of Palm Beach County, Florida, bounded as follows:

Bounded on the east by the southerly extension of the east line of Lot 8, BLOCK 1, of said SUNNY—SIDE ESTATES; bounded on the south by the centerline of said 15 foot Alley; bounded on the west by the east right—of—way of Seacrest Boulevard as laid out and currently in use; and bounded on the north by the north line of said 15 foot Alley, also being the south line of said Block 1, SUNNY—SIDE ESTATES.

TOGETHER WITH:

The south 7.5 feet of that 15 foot Alley lying between the north line of Block 3, as shown on the plat, SHEPARD ADDITION TO BOYNTON, according to the plat thereof, as recorded in Plat Book 2, Page 59, of the Public Records of Palm Beach County, Florida and the south line of Block 1, SUNNY—SIDE ESTATES, according to the plat thereof, as recorded in Plat Book 26, Page 16, of the Public Records of Palm Beach County, Florida, bounded as follows:

Bounded on the east by the northerly extension of the east line of Lot 1, BLOCK 3, of said SHEPARD ADDITION TO BOYNTON; bounded on the south by the south line of said 15 foot Alley, also being the north line of Block 3 of said SHEPARD ADDITION TO BOYNTON; bounded on the west by the east right—of—way of Seacrest Boulevard as laid out and currently in use; and bounded on the north by the centerline of said 15 foot Alley.

Said lands situate and being in the City of Boynton Beach, Palm Beach County, Florida.

REVISIONS		AVIROM & ASSOCIATES, INC.	JOB#:	10105-2
	M & ASSOC	SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432	SCALE:	N/A
	CENT TO CENT		DATE:	08/13/2018
SOTABLISHED 1981	(§(1)) [§(1)]		BY:	M.M.K.
	(561) 392-2594 / www.AVIROMSURVEY.com	CHECKED:	M.D.A.	
	SSTABLISHED 1981	©2018 AVIROM & ASSOCIATES, INC. all rights reserved.	F.B. N/A	
		This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	SHEET! ag	je 5/20 Fo sf 739

SKETCH & DESCRIPTION FOR: ALLEY ABANDONMENT

SHEPARD ADDITION TO BOYNTON (PLAT BOOK 2, PAGE 59, P.B.C.R.)
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

SURVEYOR'S NOTES:

- 1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
- 2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
- 3. The land description shown hereon was prepared by the Surveyor.
- 4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
- 5. Abbreviation Legend: © = Centerline; L.B. = Licensed Business; N/A = Not Applicable; P = Per Record Plat; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; P.L.S. = Professional Land Surveyor; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J—17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 81418

MARISHA M. KREITMAN, P.S.M. Florida Registration No. 6555 AVIROM & ASSOCIATES, INC.

L.B. No. 3300

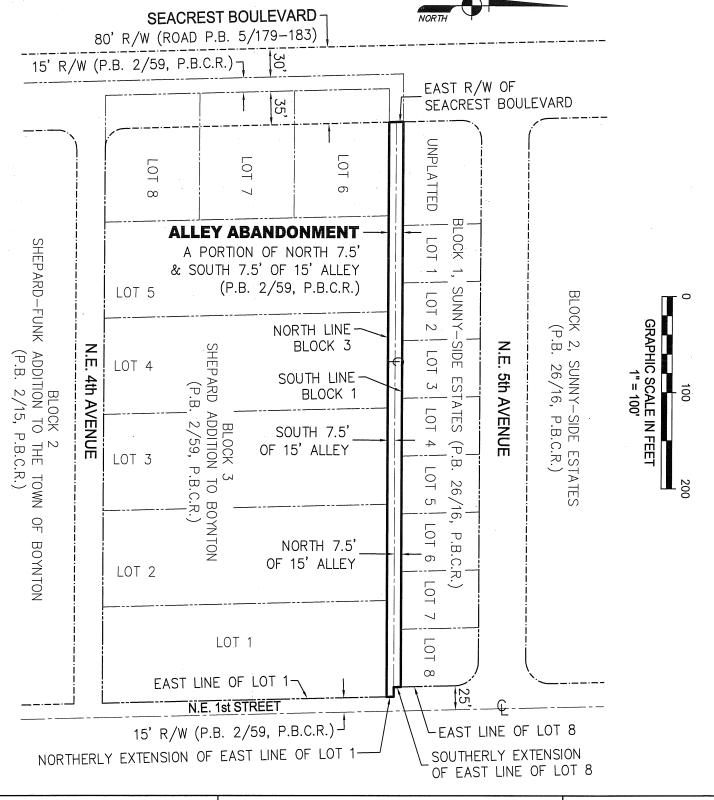
EMAIL: marisha@aviromsurvey.com

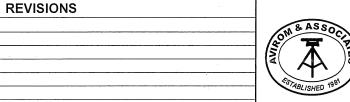
REVISIONS		AVIROM & ASSOCIATES, INC.	JOB #:	10105-2
	M & ASSO		SCALE:	N/A
	ROM TO CE	50 S.W. 2nd AVENUE, SUITE 102	DATE:	08/13/2018
		BOCA RATON, FLORIDA 33432	BY:	M.M.K.
		(561) 392-2594 / www.AVIROMSURVEY.com	CHECKED:	M.D.A.
	ESTABLISHED 1981	© 2018 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC.	F.B. N/A	PG. N/A
		This skelch is the property of AVIROW & ASSOCIATES, INC.	L a== Da	00.521 of 730

SKETCH & DESCRIPTION FOR:

ALLEY ABANDONMENT

SHEPARD ADDITION TO BOYNTON (PLAT BOOK 2, PAGE 59, P.B.C.R.) CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA





AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com

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and should not be reproduced or copied without written perm	nission.

JOB#:		1010	5-2
SCALE:		1" = 10	00'
DATE:		08/13/2	2018
BY:		M.M.K	•
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	√A		N/A
SHEET!	ag	e 52 2	2 ⊨o af739

EXHIBIT "C"

CONDITIONS OF APPROVAL

Project Name: CRA Abandonment (Cottage District)

File number: ABAN 18-001

1st review plans identified as an Abandonment with a July 2, 2018 Planning and Zoning Department date stamp marking. Reference:

	IN OLUBE	DEJECT
DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
FIRE		
Comments: None.		
POLICE		
Comments: None.		
BUILDING DIVISION		
Comments: None.		
PARKS AND RECREATION		
Comments: None.		
PLANNING AND ZONING		
Comments:		
 Any conditions of approval from the various utility companies requiring new or revised easements and developer relocation of their facilities will be required to be addressed prior to issuance of a building permit. 	х	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.		

CRA Abandonment – Cottage District (ABAN 18-001) Conditions of Approval Page 2 of 2

DEPARTMENTS	INCLUDE	REJECT
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\CRA ABAN 18-001 (Cottage District)\ABAN 18-001\COA post P&D.doc



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-027- SECOND READING - Approve Arden Park abandonment (ABAN 18-002) allowing the abandonment of the unimproved, 10.2-foot wide alley running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue. Applicant: Michael Simon, CRA Executive Director.

EXPLANATION OF REQUEST:

Michael Simon, Executive Director of the Boynton Beach Community Redevelopment Agency (CRA), is requesting to abandon the unimproved 10.2-foot wide alley right-of-way (ABAN 18-002) running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue. The CRA is requesting the abandonment as the abutting property owner, along with the City of Boynton Beach, which owns the remainder of the property that abuts the west side of the subject alley. The subject abandonment is in preparation for a potential redevelopment project, which involves accommodating the relocation of the Community Caring Center from a parcel within the proposed Cottage District redevelopment project to the parcels owned by the CRA and City. Staff has reviewed the request and recommends approval, subject to the attached Conditions of Approval.

The Planning and Development Board recommended approval of the item at the August 4, 2018 meeting.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Abandonment of the alley reduces the City's maintenance responsibility associated with the unimproved alley, and places the land on the tax roll.

FISCAL IMPACT: The abandoned alley will be placed on the tax roll.

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

Ordinance

Staff Report

Drawings

Conditions of Approval

Development Order

Description

Ordinance Arden Park

Staff Report

Location Map

Sketch & Legal Description

Conditions of Approval

Development Order

2

8 9 10

11 12

13 14

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222324

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303132

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36 37 38

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40 41 42

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45 46 47 AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING ABANDONMENT OF THE UNIMPROVED 10.2-FOOT WIDE ALLEY RUNNING NORTH AND SOUTH FROM 9TH **NORTHEAST** AVENUE, **FOR** DISTANCE A APPROXIMATELY 148 FEET. **MORE PARTICULARLY** HEREIN, **SUBJECT STAFF DESCRIBED** TO **COMMENTS:** AUTHORIZING CITY MANAGER THE TO **EXECUTE** DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Community Redevelopment Agency, Applicant, is requesting to abandon the unimproved 10.2-foot wide alley running north and south from Northeast 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between Northeast 3rd Street and Railroad Avenue, subject to staff comments; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been previously held before the City's Planning & Development Board, and the City Commission on the proposed abandonments; and

WHEREAS, staff has determined that the subject portions of the right-of-way requested to be abandoned does not adversely impact traffic, or affect other adjacent property owners and therefore no longer serves a public purpose, and the City Commission adopts that finding.

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

<u>Section 1.</u> The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the unimproved 10.2-foot wide alley running north and south from Northeast 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between Northeast 3rd Street and Railroad Avenue, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING AN ALLEY 10.20' WIDE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

	BEGIN AT T	HE SOUTHWEST CORNER OF LOT 151 OF	SAID PLAT, THENCE
		ALONG THE NORTH RIGHT OF WAY LI	
		E, BEING THE BASIS OF BEARINGS, FOR A	
		E SOUTHEAST CORNER OF LOT 156 OF S	
		FOR A DISTANCE OF 50.50 FEET TO THE S	, , , , , , , , , , , , , , , , , , ,
		5 OF SAID PLAT; THENCE CONTINUE	
		OF 50.50 FEET TO THE SOUTHEAST COR	
		THENCE CONTINUE N07°53'54"E FOR A	
	·	E NORTHEAST CORNER OF LOT 154 OF S	
		ALONG THE NORTH LINE OF SAID PLAT I	
		TO THE NORTHWEST CORNER OF LOT	
		07°53'54"W FOR A DISTANCE OF 47.	
		Γ CORNER OF LOT 153 OF SAID PLAT;	
		FOR A DISTANCE OF 50.50 FEET TO	
		LOT 152 OF SAID PLAT; THENCE CONTIN	
		E OF 50.50 FEET TO THE POINT OF BEGIN	
	Section 3.	The City Manager is hereby authorized an	nd directed to execute the
attach		and cause the same to be filed, with this	
		ach County, Florida.	
110001	do of Fulli Dec	ion county, i fortua.	
	Section 4.	This Ordinance shall take effect immediate	ly unon nassage
	Scenon 4.	This Ordinance shall take effect inimediate	ary upon passage.
	EIDCT DE AI	DINC this day of 2019	0
	FIRST KEAL	DING this day of, 201	o .
	GEGOND 1	EDIAL DEADDIC AND DACCACE A	1
		FINAL READING AND PASSAGE t	his day of
	, 2018.		
		CITY OF BOYNTON BEACH, FLORIDA	
			YES NO
		Mayor – Steven B. Grant	
		Vice Mayor – Christina L. Romelus	
		<i>y</i>	
		Commissioner – Mack McCray	
		Commissioner which will the	
		Commissioner – Justin Katz	
		Commissioner – Justin Katz	
		G	
		Commissioner – Joe Casello	
		VOTE	
ATTEST:			
Judith A. Pyl	e, CMC		
City Clerk	•		
, 310111			

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96	(Corporate Seal)
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DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that The City Commission of the City of Boynton Beach, Florida, does hereby abandon the unimproved 10.2-foot wide alley running north and south from Northeast 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between Northeast 3rd Street and Railroad Avenue, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING AN ALLEY 10.20' WIDE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 151 OF SAID PLAT, THENCE S89°54'02"W, ALONG THE NORTH RIGHT OF WAY LINE OF NORTH EAST 9TH AVENUE, BEING THE BASIS OF BEARINGS, FOR A DISTANCE OF 10.30 FEET TO THE SOUTHEAST CORNER OF LOT 156 OF SAID PLAT; THENCE N07°53'54"E FOR A DISTANCE OF 50.50 FEET TO THE SOUTHEAST CORNER OF LOT 155 OF SAID PLAT; THENCE CONTINUE N07°53'54"E FOR A DISTANCE OF 50.50 FEET TO THE SOUTHEAST CORNER OF LOT 154 OF SAID PLAT; THENCE CONTINUE N07°53'54"E FOR A DISTANCE OF 47.38 FEET TO THE NORTHEAST CORNER OF LOT 154 OF SAID PLAT; THENCE S89°54'00"E, ALONG THE NORTH LINE OF SAID PLAT FOR A DISTANCE OF 10.30 FEET TO THE NORTHWEST CORNER OF LOT 153 OF SAID PLAT; THENCE S07°53'54"W FOR A DISTANCE OF 47.34 FEET TO THE SOUTHWEST CORNER OF LOT 153 OF SAID PLAT; THENCE CONTINUE S07°53'54"W FOR A DISTANCE OF 50.50 FEET TO THE SOUTHWEST CORNER OF LOT 152 OF SAID PLAT; THENCE CONTINUE S07°53'54"W FOR A DISTANCE OF 50.50 FEET TO THE SOUTHWEST CORNER OF LOT 152 OF SAID PLAT; THENCE CONTINUE S07°53'54"W FOR A DISTANCE OF 50.50 FEET TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, th	e duly authorized officers of the City of Boynton Beach,
Florida, have hereunto set their	hands and affixed the seal of the City this day of
, 2018.	
ATTEST:	CITY OF BOYNTON BEACH, FLORIDA
Judith A. Pyle, CMC City Clerk	Lori LaVerriere, City Manager
STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH	

BEFORE ME, the undersigned authority, personally appeared Lori LaVerriere and Judith A. Pyle, CMC, City Manager and City Clerk respectively, of the City of Boynton

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Beach, Florida, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged the execution thereof to be their free hand and deed as such officers, for the uses and purposes mentioned therein; that they affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this _____ day of

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

NOTARY PUBLIC, State of Florida

My Commission Expires:

DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-049

TO: Chair and Members

Planning & Development Board

FROM: Ed Breese

Planning & Zoning Administrator

DATE: August 7, 2018

SUBJECT: Request for abandonment of the unimproved 10.2-foot wide alley running

north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue (ABAN 18-002). Applicant: Michael Simon, CRA

Executive Director.

NATURE OF REQUEST

Michael Simon, Executive Director of the Boynton Beach Community Redevelopment Agency (CRA), is requesting to abandon (ABAN 18-002) the unimproved 10.2-foot wide alley running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue (see Exhibit "A" – Location Map). The CRA is requesting the abandonment as the property owner, along with the City of Boynton Beach, abutting the alley on the west side for its entire distance, in preparation of a potential redevelopment project, which would relocate the Community Caring Center from a parcel within the proposed Cottage District redevelopment project to the parcels owned by the CRA and City. There are two (2) other property owners abutting the alley on the east side consisting of a total of three (3) lots, two (2) of which are vacant parcels. For greater detail of the abandonment request, please refer to Exhibit "B" – Legal Description & Sketch.

The following is a description of the zoning districts and land uses of the properties that surround the subject alley abandonment request:

North: Developed commercially-zoned property (Church), zoned C2 (Neighborhood

Commercial);

South: Right-of-way for NE 9th Avenue, then farther south warehouse structures and

storage lot zoned M-1 (Industrial);

East: Three (3) parcels, two (2) vacant, zoned C2 (Neighborhood Commercial),

then farther east right-of-way for Railroad Avenue; and

West: Vacant parcels owned by the CRA and City, zoned C2 (Neighborhood

Commercial), then right of way for NE 3rd Street, and father west vacant

residential properties, zoned R-2 (Duplex);

BACKGROUND

The applicant is requesting to abandon the unimproved 10.2-foot wide alley running north /south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue. The abandonment request will facilitate the potential relocation of the Community Caring Center to properties located on the west side of the alley owned by the CRA and City, freeing up land within the Cottage District for a larger CRA initiated redevelopment plan.

Typically, when a right-of-way, such as this unimproved alley, is abandoned, the abandoned land is transferred in equal portions from the general public to the abutting property owner(s) per State Statute. There are usually property owners on each side which would be affected by an abandonment request, and as a result one-half of the right-of-way is conveyed to those abutting one (1) side and the other half is conveyed to those abutting the other side. As this alley falls completely within the Arden Park plat, that would be the situation in this case, and the underlying land would be divided equally amongst the property owners on the east and west side of the platted alley, again, with the retention of a utility easement for the existing facilities.

ANALYSIS

Owners of properties within 400 feet of the subject site were mailed a notice of this request and its respective hearing dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007. A summary of the responses follows:

CITY DEPARTMENTS/DIVISIONS

Engineering No objection.

Public Works/Utilities No objection, with the provision of the necessary

easements for the existing utilities.

Planning and Zoning No objection.

PUBLIC UTILITY COMPANIES

Florida Power and Light No objection w/ provision of necessary easements

and relocation of utilities at developer's cost, if

necessary.

AT & T No objection w/ provision of necessary easements

and relocation of utilities at developer's cost, if

necessary.

Florida Public Utilities

Comcast

Crown Castle Fiber

Fibernet Direct

Level 3

Sprint

Hotwire

No objection.

No objection.

No objection.

No objection.

No objection.

No objection.

Page 3 Memorandum No. PZ 18-049 ABAN 18-002

Strome Networks No objection.
Windstream No objection.
PBC Traffic Engineering No objection.

RECOMMENDATION

Staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners. Based on the above-analysis, staff has determined that the subject alley no longer serves a public purpose other than retention of a utility easement to service City utilities, AT&T and FPL facilities, and therefore recommends APPROVAL of the applicant's request, subject to the attached conditions. Any conditions requested by the Planning and Development Board or required by the Commission will be placed in Exhibit "C" - Conditions of Approval.

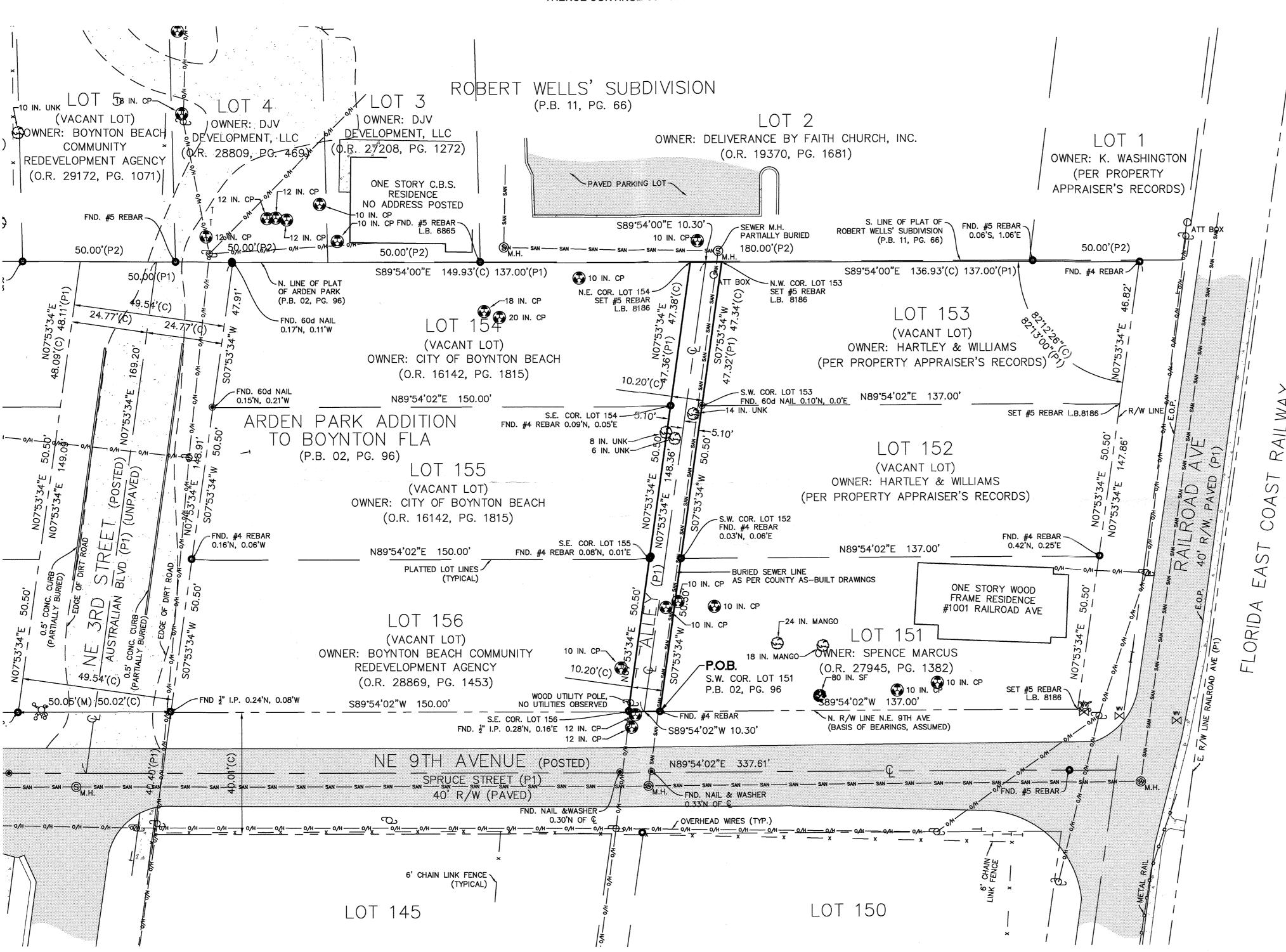
S:\Planning\SHARED\WP\PROJECTS\CRA ABAN 18-002 (Arden Park)\ABAN 18-002\Staff Report.doc

Exhibit A

LOCATION MAP



BEGIN AT THE SOUTHWEST CORNER OF LOT 151 OF SAID PLAT, THENCE S89°54'02"W, ALONG THE NORTH RIGHT OF WAY LINE OF NORTH EAST 9TH AVENUE, BEING THE BASIS OF BEARINGS, FOR A DISTANCE OF 10.30 FEET TO THE SOUTHEAST CORNER OF LOT 156 OF SAID PLAT; THENCE N07°53'54"E FOR A DISTANCE OF 50.50 FEET TO THE SOUTHEAST CORNER OF LOT 155 OF SAID PLAT; THENCE CONTINUE N07°53'54"E FOR A DISTANCE OF 50.50 FEET TO THE SOUTHEAST CORNER OF LOT 154 OF SAID PLAT; THENCE CONTINUE N07°53'54"E FOR A DISTANCE OF 47.38 FEET TO THE NORTHEAST CORNER OF LOT 154 OF SAID PLAT; THENCE S89°54'00"E, ALONG THE NORTH LINE OF SAID PLAT FOR A DISTANCE OF 10.30 FEET TO THE NORTHWEST CORNER OF LOT 153 OF SAID PLAT; THENCE S07°53'54"W FOR A DISTANCE OF 47.34 FEET TO THE SOUTHWEST CORNER OF LOT 153 OF SAID PLAT; THENCE CONTINUE S07°53'54"W FOR A DISTANCE OF 50.50 FEET TO THE SOUTHWEST CORNER OF LOT 152 OF SAID PLAT: THENCE CONTINUE S07°53'54"W FOR A DISTANCE OF 50.50 FEET TO THE POINT OF BEGINNING.



SURVEYOR'S NOTES:

1. ALL BEARINGS SHOWN HEREON ARE CALCULATED, AND REFERENCED TO THE NORTH R/W LINE OF N.E. 9TH AVENUE, HAVING AN ASSUMED BEARING OF S89°54'02"W.

2. THE PURPOSE OF THIS SURVEY IS TO SHOW DIMENSIONS OF THAT 10.2' WIDE ALLEYWAY DESCRIBED, FOR A PROPOSED RIGHT-OF-WAY ABANDONMENT.

3. LEGAL DESCRIPTION WRITTEN AND PREPARED BY A LICENSED SURVEYOR, OF THIS FIRM.

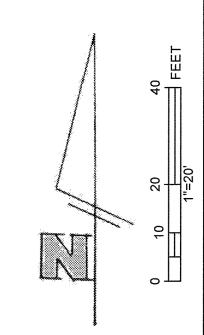
4. THE BLOCK CONTAINING LOTS 151 THROUGH 156 OF ARDEN PARK (P.B. 02, PG. 96) DOES NOT CLOSE GEOMETRICALLY. DIMENSIONS SHOWN AS CALCULATED REFER TO A CLOSED GEOMETRICAL FIGURE.

5. ONLY ABOVE GROUND IMPROVEMENTS LOCATED. UNDERGROUND UTILITIES SHOWN ARE FOLLOWING AS-BUILT DRAWINGS SUPPLIED BY CLIENTS.

6. THERE IS NO OBSERVED PHYSICAL EVIDENCE OF LAND USE INDICATING A CEMETERY, WASTE DUMP, OR LANDFILL ON PREMISES AT THE TIME OF FIELDWORK. 7. NO TITLE SEARCH WAS PERFORMED BY THIS FIRM, SURVEY PERFORMED WITHOUT BENEFIT OF DEED.

8. ACCURACY OF SURVEY CONTROL VERIFIED BY TRAVERSE CLOSURE EXCEEDS THAT OF COMMERCIAL/HIGH RISK LINEAR (1 FOOT IN 10,000 FEET), AS PER FLORIDA RULE 5J-17.051.

9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1:120 OR SMALLER



LAND TABULATIONS: AREA OF ALLEYWAY: 1,514 S.F. (0.03 ACRES)±

FEMA FLOOD ZONE DETERMINATION FLOOD ZONE "X" 12099C 0791F PANEL # EFFECTIVE 10/05/2017 COMMUNITY # 120196, CITY OF BOYNTON BEACH ABBREVIATIONS LEGEND P.O.C. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING I.P. = IRON PIPE = IRON ROD C.M. = CONCRETE MONUMENT = FOUND FND. = TYPICAL P.R.M. = PERMANENT REFERENCE MONUMENT P.C.P. = PERMANENT CONTROL POINT = BENCHMARK B.M. = ELEVATION F.F.E. = FINISHED FLOOR ELEVATIONS.F. = SQUARE FEET E.O.W. = EDGE OF WATER = UTILITY EASEMENT F.P.&L. = FLORIDA POWER AND LIGHT COMPANY F.D.O.T.= FLORIDA DEPARTMENT OF TRANSPORTATION C.B.S. = CONCRETE BLOCK CONSTRUCTION SEPTIC TANK S/T = DRAINFIELD = POWERPOLE = MANHOLE = CATCH BASIN = FIRE HYDRANT = EDGE OF PAVEMENT BO.C. = BACK OF CURB = RIGHT OF WAY = CENTERLINE = PROPERTY LINE = PLAT DATA = LEGAL DESCRIPTION DATA = MEASURED DATA CALCULATED DATA SECTION TOWNSHIP TWP. RANGE RGE. RADIUS = LENGTH = CENTRAL ANGLE = CHORD CHORD BEARING CB NON-RADIAL = POINT OF TANGENCY = POINT OF CURVATURE P.R.C. = POINT OF REVERSE CURVATURE P.R.C. = POINT OF COMPOUND CURVATURE STA. = STATION = FIELDBOOK F.B. P.B. 0.R. = PLAT BOOK = OFFICIAL RECORDS BOOK = PAGE = CABBAGE PALM CP = STRANGLER FIG = UNKNOWN TREE SPECIES = PLAT DATA PER P.B. 02, PG. 96 = PLAT DATA PER P.B. 11, PG. 66 SYMBOLS LEGEND CO = WOOD UTILITY POLE = GUY WIRE ANCHOR S = SEWER MANHOLE

SURVEYOR'S CERTIFICATE WILLIAM J. WRIGHT, DO HEREBY CERTIFY THAT I AM A DULY LICENSED AND PRACTICING PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA; ALSO THAT THE SKETCH OF THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 5J-17 OF FLORIDA ADMINISTRATIVE CODE, AND THAT UNDER MY SUPERVISION DID MAKE AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, AND THAT SAID SURVEY WAS PHYSICALLY MADE ON THE GROUND PER RECORD DESCRIPTION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THERE EXIST NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY LANES OR BUILDING SETBACK LINES, EXCEPT AS SHOWN ON SAID SKETCH OF SURVEY.

WILLIAM J. WRIGHT, PROFESSIONAL SURVEYOR AND MAPPER P.S.M. 686

THIS SURVEY IS NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL.
ELECTRONIC COPIES OF THIS SURVEY NOT VALID WITHOUT DIGITAL AUTHENTICATION PROCESS, AS PER 5J-17.062

OMMUNIT PMENT OYNTON

EXHIBIT "C"

CONDITIONS OF APPROVAL

Project Name: CRA Abandonment (Arden Park)

File number: ABAN 18-002

1st review plans identified as an Abandonment with a July 2, 2018 Planning and Zoning Department date stamp marking. Reference:

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
FIRE		
Comments: None.		
POLICE		
Comments: None.		
BUILDING DIVISION		
Comments: None.		
PARKS AND RECREATION		
Comments: None.		
PLANNING AND ZONING		
Comments:		
 Any conditions of approval from the various utility companies requiring new or revised easements and developer relocation of their facilities will be required to be addressed prior to issuance of a building permit. 	х	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.		

CRA Abandonment – Arden Park (ABAN 18-002) Conditions of Approval Page 2 of 2

DEPARTMENTS	INCLUDE	REJECT
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

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DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT N	AME:	CRA Abandonment – Arden Park (ABAN 18-002)
APPLICANT	NT: Michael Simon, Executive Director Boynton Beach CRA	
APPLICANT	'S ADDRESS:	710 N. Federal Highway, Boynton Beach, FL 33435
DATE OF HE	EARING RATIFICA	ATION BEFORE CITY COMMISSION: October 2, 2018
APPROVAL SOUGHT:		Request for abandonment of the unimproved 10.2-foot wide alley running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue (ABAN 18-002).
LOCATION OF PROPERTY:		Alley running north / south from NE 9th Avenue, for a distance of approximately 148 feet, to the south end of Lot 2 of the Robert Wells' Subdivision, between NE 3rd Street and Railroad Avenue.
DRAWING(S	S): SEE EXHIBIT '	B" ATTACHED HERETO.
	hearing stated at	was presented to the City Commission of the City of Boynton Beach, Florida on bove. The City Commission having considered the approval sought by the from the applicant, members of city administrative staff and the public finds as
1.		ne approval sought was made by the Applicant in a manner consistent with the the City's Land Development Regulations.
2.	The Applicant HAS HAS	S NOT
	established by s	ubstantial competent evidence a basis for the approval requested.
3.		for development requested by the Applicant, administrative staff, or suggested a supported by substantial competent evidence are as set forth on Exhibit "C" cluded."
4.		request is hereby ANTED subject to the conditions referenced in paragraph 3 above. IIED
5.	This Order shall	take effect immediately upon issuance by the City Clerk.
6.	All further deve	elopment on the property shall be made in accordance with the terms and s order.
7.		
DATED:		
		City Clerk



COMMISSION MEETING DATE: 10/16/2018

REQUESTED ACTION BY COMMISSION:

PROPOSED ORDINANCE NO. 18-023 - THIRD READING - Approve Ordinance for NE 1st Avenue Abandonment (ABAN 18-003) abandoning a portion of the improved 45 foot wide right-of-way running east / west from NE 1st Street, for a distance of approximately 447.09 feet, towards Seacrest Boulevard. Applicant: City of Boynton Beach.

EXPLANATION OF REQUEST:

(A THIRD REVIEW OF THIS ORDINANCE IS NECESSARY TO INSERT THE CORRECT LEGAL DESCRIPTION AND SURVEY). Request for abandonment of the improved 45 foot wide right-of-way running east / west from NE 1st Street, for a distance of approximately 447.09 feet, towards Seacrest Boulevard (ABAN 18-003). See accompanying staff report and attachments for additional explanation of this Town Square-related application.

The Planning and Development Board recommended approval of the abandonment at the September 25, 2018 meeting.

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

FISCAL IMPACT: The abandonment of NE 1 Avenue will allow ultimate development of such property and a portion of said property to be added to the tax roll.

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

Ordinance

Staff Report

Location Map

Drawings

Letter

Conditions of Approval

Description

Ordinance approving abandonment with

corrected Legal Description

Staff Report (ABAN 18-003)

Exhibit A - Location Map

Exhibit B - Legal Description & Survey

Exhibit B.1- Applicant Responce to Crieria

Exhibit C - Conditions of Approval

1	ORDINANCE NO. 18-
2	
3	AN ORDINANCE OF THE CITY OF BOYNTON BEACH,
4	FLORIDA, AUTHORIZING ABANDONMENT OF A
5	PORTION OF NORTHEAST 1ST AVENUE, MORE
6	PARTICULARLY DESCRIBED HEREIN, SUBJECT TO
7	STAFF COMMENTS; AUTHORIZING THE CITY MANAGER
8	TO EXECUTE A DISCLAIMER, WHICH SHALL BE
9	RECORDED WITH THIS ORDINANCE IN THE PUBLIC
10	RECORDS OF PALM BEACH COUNTY, FLORIDA; AND
11	PROVIDING AN EFFECTIVE DATE.
12	TROVIDING AN EFFECTIVE DATE.
13	
	WUEDEAS the City of Doymton Doogh of Applicant is requesting to chanden a
14	WHEREAS, the City of Boynton Beach as Applicant, is requesting to abandon a
15	45-foot wide strip of land lying within a portion of NE 1st Avenue, subject to staff
16	comments; and
17	WHEREAG A 1 1 1 1 1 1 1 1 C 1 C 1 C 1 C 1 C 1 C
18	WHEREAS, comments have been solicited from the appropriate City Departments,
19	and public hearings have been held before the City's Planning & Development Board, and
20	the City Commission on the proposed abandonments; and
21	
22	WHEREAS, staff has determined that the subject 45-foot wide strip of land lying
23	within a portion of NE 1st Avenue requested to be abandoned does not adversely impact
24	traffic, or affect other adjacent property owners and therefore no longer serves a public
25	purpose, and the City Commission adopts that finding.
26	
27	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
28	THE CITY OF BOYNTON BEACH, FLORIDA THAT:
29	,
30	Section 1. The foregoing Whereas clauses are true and correct and incorporated
31	herein by this reference.
32	nereni of unit reference.
33	Section 2. The City Commission of the City of Boynton Beach, Florida, does
34	hereby abandon a 45-foot wide strip of land lying within a portion of NE 1st Avenue, subject
	to staff comments. The property being abandoned is more particularly described as follows:
35	to start comments. The property being abandoned is more particularly described as follows.
36 37	A 45.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF NE 1ST AVENUE
38	(FORMERLY KNOWN AS POINCIANA STREET AS SHOWN ON THE PLAT OF) BOYNTON
39	CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 12
40	OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE
41	PARTICULARLY DESCRIBED AS FOLLOWS:
42	
43	BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAT OF BOYNTON CENTER;
44 45	THENCE SOUTH 01°22'45" EAST (AS A BASIS OF BEARINGS) ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 45.01 FEET TO A POINT
45 46	BEING ON THE SOUTH RIGHT OF WAY LINE OF NE 1ST AVENUE (FORMERLY KNOWN AS
47	POINCIANA STREET), SAID SOUTH LINE ALSO BEING THE NORTH LINE OF LOTS 1

48 49 THOUGH 5, BLOCK 14 OF THE PLAT OF SAWYER'S ADDITION, ACCORDING TO THE PLAT

THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PALM

	BEACI	H COUNTY, FLO	OKIDA; THENG	CE SOUTH 89°44'11'	" WEST ALON	G SAID S	SOUTH RIGHT
	OF WA	AY LINE, A DIST	ΓANCE OF 447.	.09 FEET; THENCE N	NORTH 00°20'0	3" WEST	, A DISTANCE
		OF 45.00 FEET TO A POINT BEING ON THE NORTH RIGHT OF WAY LINE OF NE 1ST STREET					
				A STREET), SAID NO			
				22, ACCORDING TO			
				ONG SAID NORTH	RIGHT OF W.	AY LINE,	, A DISTANCE
	OF 440	5.27 FEET TO TH	IE POINT OF B	EGINNING.			
	SAID I	ANDS SITHAT	F LYING AND	D BEING SECTION 2	28 TOWNSHIE	45 SOLIT	TH RANGE 43
				PALM BEACH COU			III, KANGL 43
	21101,	0111 01 2011	101, 22,1011,	TIENT BEITOIT COC.	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	CONTA	AINING 20,100 S	SQUARE FEET	MORE OR LESS.			
		Section 3.	The City M	Ianager is hereby	authorized ar	d directe	ed to execute
	attach		•	ne same to be file			
		ds of Palm Be			,		,
	110001	as of Fulli Bo	acii county, i	101144.			
		Section 4.	This Ordina	ance shall take effe	ect immediate	elv unon	passage
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				po	h maa m 20.
		FIRST READ	DING this	day of	, 201	8.	
					,		
		SECOND RI	EADING this	day of	. 20	18.	
					,		
		THIRD FIN	AL READIN	G AND PASSAG	E this	day of	
	2018.	, , , , , , , , , , , , , , , , , , , ,	TE REFEE	G 111 (B 11155)116		<u>uu</u>	:
	2010.						
			CITY OF F	BOYNTON BEAC	H ELORID	`	
			CITT OF L	OTIVION DEAC	II, I LOKIDA	YES	NO
						1123	NO
			Marian St	ovvan D. Crant			
			Mayor – Su	even B. Grant			
			Vice Merre	. Christina I Da	alv.a		
			vice Mayor	r – Christina L. Ro	omeius		· <del></del>
			Commissio	ner – Mack McCra	av		
							· <del></del>
			Commissio	ner – Justin Katz			
			Commissio	ner – Joe Casello			
					WOTE		
A TTE	CT.				VOTE		_
ATTE	.SI.						
India.	A D. 1	2 CMC					
	•	e, CMC					
City C	ال محاد						

### DISCLAIMER

**KNOW ALL MEN BY THESE PRESENTS** that The City Commission of the City of Boynton Beach, Florida, does hereby abandon a 45-foot wide strip of land lying within a portion of NE 1st Avenue, subject to staff comments. The property being abandoned is more particularly described as follows:

A 45.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF NE 1ST AVENUE (FORMERLY KNOWN AS POINCIANA STREET AS SHOWN ON THE PLAT OF) BOYNTON CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 12 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAT OF BOYNTON CENTER: THENCE SOUTH 01°22'45" EAST (AS A BASIS OF BEARINGS) ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 45.01 FEET TO A POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NE 1ST AVENUE (FORMERLY KNOWN AS POINCIANA STREET), SAID SOUTH LINE ALSO BEING THE NORTH LINE OF LOTS 1 THOUGH 5, BLOCK 14 OF THE PLAT OF SAWYER'S ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°44'11" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 447.09 FEET; THENCE NORTH 00°20'03" WEST, A DISTANCE OF 45.00 FEET TO A POINT BEING ON THE THE NORTH RIGHT OF WAY LINE OF NE 1ST STREET (FORMERLY KNOWN AS POINCIANA STREET), SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOTS 2 AND 16 THOUGH 22, ACCORDING TO SAID PLAT OF BOYNTON CENTER; THENCE NORTH 89°44'11" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 446.27 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 20,100 SQUARE FEET MORE OR LESS.

IN WITNESS WHEREOF,	, the duly authorized officers of the City of Boynton Beach
Florida, have hereunto set the	neir hands and affixed the seal of the City this day o
, 2018.	
ATTEST:	CITY OF BOYNTON BEACH, FLORIDA
Judith A. Pyle, CMC City Clerk	Lori LaVerriere, City Manager

STATE OF FLORIDA )	
COUNTY OF PALM BEACH )	
BEFORE ME, the undersigned	d authority, personally appeared Lori LaVerriere and
Judith A. Pyle, CMC, City Manage	er and City Clerk respectively, of the City of Boynton
Beach, Florida, known to me to be the	ne persons described in and who executed the foregoing
instrument, and acknowledged the e	xecution thereof to be their free hand and deed as such
officers, for the uses and purposes i	mentioned therein; that they affixed thereto the official
seal of said corporation; and that sai	d instrument is the act and deed of said corporation.
WITNESS my hand and officia	al seal in the said State and County this day of
, 2018.	
	NOTARY PUBLIC, State of Florida My Commission Expires:
	1.15 Commission 2.1511 co.

### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-071

**TO:** Chair and Members

Planning & Development Board

FROM: Michael Rumpf

**Development Director** 

**DATE:** September 19, 2018

**SUBJECT:** Request for abandonment of the improved 45 foot wide right-of-way of NE 1st

Avenue running east / west from NE 1st Street, for a distance of approximately 447.09 feet, towards Seacrest Boulevard (ABAN 18-003).

Applicant: City of Boynton Beach.

### **BACKGROUND**

The City of Boynton Beach is requesting to abandon (ABAN 18-003) the improved 45-foot wide right-of-way of NE 1st Avenue extending east / west from NE 1st Street, for a distance of approximately 447.09 feet, towards Seacrest Boulevard (see Exhibit "A" – Location Map). The City is requesting the abandonment in preparation to implement the Town Square Master Plan (LUAR 17-005). For greater detail of the abandonment request, please refer to Exhibit "B" – Legal Description & Sketch.

The abandoned land will be transferred in equal portions to the abutting property owner(s) per State Statute. In this case, the City owns the properties on either side of the abandonment area so the property will be conveyed to the City until such time that the land is platted, conveyed and developed for further implementation of the Town Square Master Plan.

The following is a description of the zoning districts and land uses of the properties that surround the subject alley abandonment request:

North: Portion of the approved Town Square Master Plan with a Land Use

classification of Mixed Use Medium and a zoning designation of MU-3 (Mixed

Use 3);

South: Portion of the approved Town Square Master Plan with a Land Use

classification of Mixed Use Medium and a zoning designation of MU-3 (Mixed

Use 3);

East: Right-of-way for NE 1st Street, then farther east developed multifamily with a

Land Use classification of Medium Density Residential (MDR) and a zoning

designation of R-3 (Multi family)

**West:** Right-of-way for Seacrest Boulevard, then farther west a developed church

and multi family with a Land Use classification of Medium Density Residential

(MDR) and a zoning designation of R-3 (Multi family)

### **ANALYSIS**

Owners of properties within 400 feet of the subject site will be mailed a notice of this request and signs posted for the Board hearing and the second reading of the corresponding ordinance and its respective hearing dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007. A summary of the responses follows:

### CITY DEPARTMENTS/DIVISIONS

Engineering No objection.

Public Works/Utilities No objection, with the provision of the necessary

easements for the existing or future utilities.

Planning and Zoning No objection.

### **PUBLIC UTILITY COMPANIES**

Florida Power and Light No response received as of the date of this report.

If easements and relocation of utilities are necessary they will be at the developer's cost.

AT&T No response received as of the date of this report.

If easements and relocation of utilities are necessary they will be at the developer's cost.

Florida Public Utilities No response received as of the date of this report. No response received as of the date of this report. Comcast No response received as of the date of this report. Crown Castle Fiber Fibernet Direct: No response received as of the date of this report. No response received as of the date of this report. Level 3 Sprint No response received as of the date of this report. Hotwire No response received as of the date of this report. Strome Networks No response received as of the date of this report. No response received as of the date of this report. Windstream

PBC Traffic Engineering

No response received as of the date of this report.

No response received as of the date of this report.

### **RECOMMENDATION**

Staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners. Based on the above-analysis, staff has determined that the subject alley no longer serves a public purpose other than retention of a utility easement to service City utilities, AT&T and FPL facilities, if warranted and therefore recommends APPROVAL of the applicant's request, subject to the attached conditions. Any conditions requested by the Planning and Development Board or required by the Commission will be placed in Exhibit "C" - Conditions of Approval.

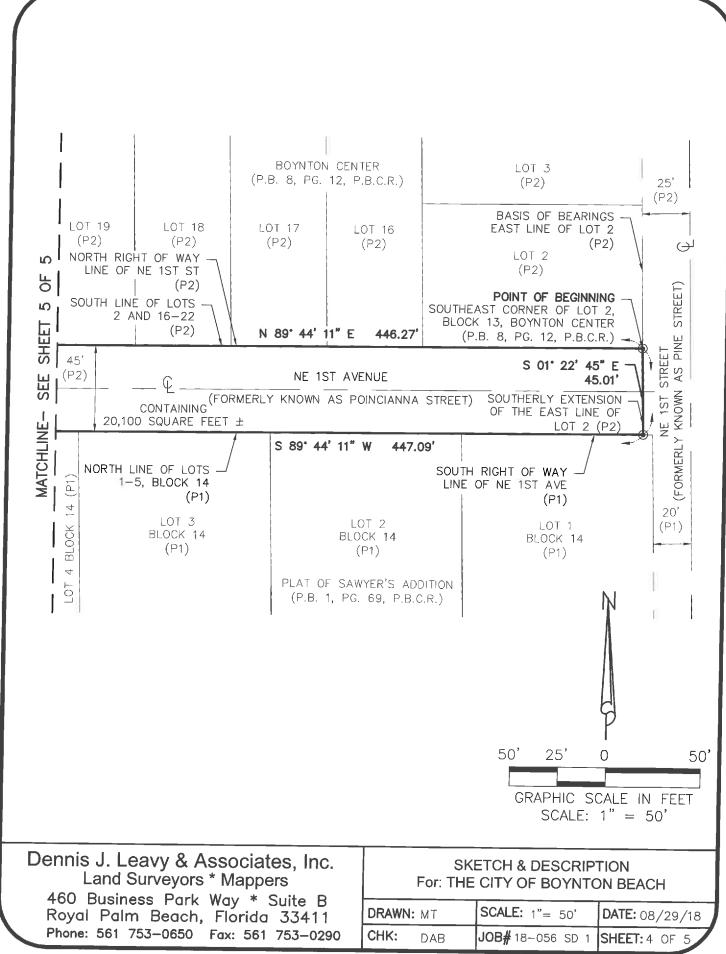
S:\Planning\SHARED\WP\PROJECTS\TOWN SQUARE\NE 1st Avenue ABAN 18-003_Staff Report ABAN 18-003.doc

# LOCATION MAP PROPOSED ABANDONMENT OF A SEGMENT OF NE 1ST AVENUE



### **EXHIBIT "B"** 40' (RPB 1) BOYNTON CENTER (P.B. 8, PG. 12, P.B.C.R.) (P2)LOT 25 LOT 24 LOT 23 LOT 22 0 LOT 21 LOT 20 (P2)(P2) (P2) (P2) (P2) (P2) LOT لى SOUTH LINE OF LOTS SEACREST BOULEVARD (FORMERLY KNOWN AS GREEN STREET) 2 AND 16-22 PF NORTH RIGHT OF WAY (P2) LINE OF NE 1ST ST 4 (P2) SHEET N 89° 44' 11" E 446.27 45' N 00° 20' 03" W NE 1ST AVENUE (P2) 45.00' SEE (FORMERLY KNOWN AS POINCIANNA STREET) CONTAINING 20,100 SQUARE FEET ± MATCHLINE S 89° 44' 11" W 447.09 SOUTH RIGHT OF WAY . NORTH LINE OF LOTS LINE OF NE 1ST AVE 1-5, BLOCK 14 (P1) (P1) LOT 6 LOT 5 LOT 4 40' BLOCK 14 BLOCK 14 BLOCK 14 (RPB 1) (P1) (P1) (P1) EAST RIGHT OF WAY LINE SAWYER'S ADDITION OF SEACREST BLVD (P.B. 1, PG. 69, P.B.C.R.) (RPB 1) 50' 25' 50' GRAPHIC SCALE IN FEET SCALE: 1" = 50Dennis J. Leavy & Associates, Inc. SKETCH & DESCRIPTION Land Surveyors * Mappers For: THE CITY OF BOYNTON BEACH 460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 DRAWN: MT SCALE: 1"= 50" DATE: 08/29/18 Phone: 561 753-0650 Fax: 561 753-0290 CHK: DAB JOB# 18-056 SD 1

SHEET: 5 OF 5



I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J—17.050 THROUGH 5J—17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

7 30 13/18 7 30 mar

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

### **DESCRIPTION:**

A 45.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF NE 1ST AVENUE (FORMERLY KNOWN AS POINCIANNA STREET AS SHOWN ON THE PLAT OF) BOYNTON CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 12 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAT OF BOYNTON CENTER; THENCE SOUTH 01°22'45" EAST (AS A BASIS OF BEARINGS) ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 45.01 FEET TO A POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NE 1ST AVENUE (FORMERLY KNOWN AS POINCIANNA STREET), SAID SOUTH LINE ALSO BEING THE NORTH LINE OF LOTS 1 THOUGH 5, BLOCK 14 OF THE PLAT OF SAWYER'S ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°44'11" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 447.09 FEET; THENCE NORTH 00°20'03" WEST, A DISTANCE OF 45.00 FEET TO A POINT BEING ON THE THE NORTH RIGHT OF WAY LINE OF NE 1ST STREET (FORMERLY KNOWN AS POINCIANNA STREET), SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOTS 2 AND 16 THOUGH 22, ACCORDING TO SAID PLAT OF BOYNTON CENTER; THENCE NORTH 89°44'11" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 446.27 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 20,100 SQUARE FEET MORE OR LESS.

	1	09/13/18	REVISE CONFIGURATION	МТ
	NO.	DATE	REVISIONS	BY
ociates. Inc.			SKETCH & DESCRIPTION	

Dennis J. Leavy & Associates, Inc. Land Surveyors * Mappers

460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 Phone: 561 753-0650 Fax: 561 753-0290 SKETCH & DESCRIPTION
For: THE CITY OF BOYNTON BEACH

DRAWN	: MT	SCALE: N/A	<b>DATE:</b> 08/29/18
CHK:	DAB	JOB# 18-056 SD 1	SHEET:1 OF 5

### **SURVEYOR'S NOTES:**

- 1. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF LOT 2 OF THE PLAT OF BOYNTON CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 12 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF SOUTH 01°22'45" EAST.
- 2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
- 4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
- 5. THIS IS NOT A SURVEY.

### **LEGEND**

(P1) PER THE PLAT OF SAWYER'S ADDITION (P.B. 1, PG 69, P.B.C.R.)

(P2) PER THE PLAT OF BOYNTON CENTER (P.B. 8, PG. 12, P.B.C.R.)

(RPB 1) PER ROAD PLAT BOOK (R.P.B. 5, PG. 179, P.B.C.R.)

P.B. PLAT BOOK

P.B.C.R. PALM BEACH COUNTY RECORDS

PG. PAGE

R.P.B. ROAD PLAT BOOK

© CENTERLINE

± MORE OR LESS

### Dennis J. Leavy & Associates, Inc. Land Surveyors * Mappers

460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 Phone: 561 753-0650 Fax: 561 753-0290

# SKETCH & DESCRIPTION For: THE CITY OF BOYNTON BEACH

DRAWN:	МТ	SCALE: N/A	<b>DATE:</b> 08/29/18
CHK:	DAB	JOB# 18-056 SD 1	SHEET: 3 OF 5

## **EXHIBIT "B"**

### NE 1st Avenue Abandonment Request Application Supplement – Responses to Review Criteria

- 3. Review Criteria. The vacation and abandonment of a right-of-way, special purpose easement, or other non-fee interest of the city shall be based on a demonstration that the above interest no longer serves a public purpose and there is no encumbrance which would prohibit the clear transfer of ownership of such land. The following review criteria shall be used to justify an application:
- a. Access. Does the subject land provide a legal means of access to a lot of record, subdivision, or development? Would the vacation and abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?

Response - No interruption of access will take place as the abandoned portion of NE 1st Ave. right-of-way is to be replaced with a platted access right-of-way to be recorded immediately after recording the proposed abandonment. Physical access will be maintained during that recording process and thereafter by construction of Boynton Town Center.

b. Utilities. Does the subject land contain, support, or allow potable water, sanitary sewer, or any other utility (e.g. cable, telephone, electricity, gas, etc.), which would be permanently stopped or interrupted, or cause an unacceptable level of service to the subject lot or neighboring lots, subdivisions, or developments?

Response - The to be abandoned portion of NE 1st Ave right-of-way contains utilities, but no interruption of service will occur. The abandoned right-of-way will be replaced immediately after recording the to be recorded plat which provides additional easements for utilities. Additionally, no physical interruption of utilities will occur prior to utilities replacement.

c. Drainage and Wastewater Management. Does the subject land contain, support, or allow a legal means of drainage or wastewater management for such lot or on neighboring lots, subdivisions, or developments, which would cause or result in a stoppage, interruption, or unacceptable level of service?

Response - No, this abandonment will not result in drainage or wastewater service.

d. Conservation. Does the subject land contain, support, or allow the means for the conservation or preservation of flora or fauna?

Response - No, the abandonment of this portion of NE 1st Ave right-of-way will not compromise conservation or preservation of flora or fauna.

### **EXHIBIT "C"**

### **CONDITIONS OF APPROVAL**

NE 1st Avenue (Town Square) ABAN 18-003 Project Name:

File number:

1st review plans identified as an Abandonment with a September 7, 2018 Planning and Zoning Department date stamp marking. Reference:

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None.		
FIRE		
Comments: None.		
POLICE		
Comments: None.		
BUILDING DIVISION		
Comments: None.		
PARKS AND RECREATION		
Comments: None.		
PLANNING AND ZONING		
Comments:		
<ol> <li>Any conditions of approval from the various utility companies requiring new or revised easements and developer relocation of their facilities will be required to be addressed prior to issuance of a building permit.</li> </ol>	Х	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.		

CRA Abandonment – Arden Park (ABAN 18-002) Conditions of Approval Page 2 of 2

DEPARTMENTS	INCLUDE	REJECT
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\TOWN SQUARE\NE 1st Avenue ABAN 18-003\ABAN 18-003 COA.docx



**COMMISSION MEETING DATE: 10/16/2018** 

**REQUESTED ACTION BY COMMISSION:** Approve McDonald's Restaurant Conditional Use and Major Site Plan Modification (COUS 18-006 / MSPM 18-008) consisting of the construction of a 4,490 square foot fast food restaurant and associated site improvements at 1701 S. Congress Avenue in the C-3 (Community Commercial) zoning district. Applicant: Edward Ploski, Corporate Property Services, Inc. (Applicant requests that item be tabled to November 7, 2018)

### **EXPLANATION OF REQUEST:**

Mr. Edward Ploski, representing McDonald's Corporation, is seeking Conditional Use / Major Site Plan Modification approval for the construction of a 4,490 square foot McDonald's fast food restaurant and associated site improvements at 1701 S. Congress Avenue, directly across South Congress Avenue from its shared location in the Marathon gas station.

The proposed new location is part of a larger site (4.945-acre), which was originally approved in 2002 for a Walgreens building and attached 4,800 square feet of retail/office space on the north end of the property abutting Woolbright Road as Phase I, and a future Phase II consisting a 4 story, 40,000 square foot retail/office building on the southern portion of the site. As part of the construction of the Walgreens building, the remainder of the site work was completed, including all landscaping, lighting, parking, drainage, and the building pad in preparation for the Phase II building. With the 107,000 square foot Woolbright Corporate Center built on the property immediately to the south and the 79,000 square foot Woolbright Professional Building constructed one block to the east, the demand for additional office space in the immediate vicinity apparently was not warranted and the Phase II parcel has continued to sit vacant.

Staff has reviewed the requests and recommends approval, subject to the attached Conditions of Approval. The Planning & Development Board reviewed the request at their September 25, 2018 meeting and recommends denial.

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

**FISCAL IMPACT:** Revenue associated with the permit fees, certificate of use fees and increased taxable value above that of the vacant building pad.

**ALTERNATIVES:** None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

**CLIMATE ACTION: No** 

### Is this a grant? No

### **Grant Amount:**

### ATTACHMENTS:

	Туре	Description
D	Staff Report	Staff Report
D	Location Map	Location Map
D	Drawings	Site Plan
D	Drawings	Survey
D	Drawings	Civil Plan
ם	Drawings	Landscape Plan
D	Drawings	Photometric Plan
D	Drawings	Color Building Elevations 1
D	Drawings	Color Building Elevations 2
D	Drawings	Bus Shelter Detail
D	Drawings	Existing Monument Sign
D	Drawings	New Monument Sign
D	Drawings	Floor Plan
D	Letter	Applicant Justification
D	Conditions of Approval	Conditions of Approval
D	Development Order	Development Order

### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-051

### STAFF REPORT

TO: Chair and Members

Planning and Development Board

FROM: Ed Breese

Planning & Zoning Administrator

DATE: August 23, 2018

PROJECT NAME/NO: McDonald's – 1701 S. Congress Avenue (COUS 18-006 / MSPM

18-008)

REQUEST: Conditional Use approval associated with a request for Major Site

Plan Modification approval for the construction of a 4,490 square foot McDonald's fast food restaurant and associated site improvements, located at 1701 S. Congress Avenue in the C-3

(Community Commercial) zoning district.

### PROJECT DESCRIPTION

Property Owner: 1701 S Congress Ave LLC

Applicant/Agent Edward Ploski, Corporate Property Services, Inc.

Location: 1701 S. Congress Avenue (see Exhibit "A")

Existing Land Use/Zoning: LRC (Local Retail Commercial) / C-3 (Community Commercial)

Proposed Land Use/Zoning: No change proposed

Proposed Uses: Fast Food Restaurant

Acreage: 1.30-acres / 56,335 square feet

Adjacent Uses:

North: Existing commercial development (Walgreens Plaza), zoned C-3

(Community Commercial), and farther north Right-of-way for

Woolbright Road;

South: Vacant lease parcel of the Walgreens Plaza zoned C-3

(Community Commercial), and farther south developed commercial office buildings (Woolbright Plaza), zoned C-3

(Community Commercial);

McDonald's – 1701 S. Congress Ave. Staff Report COUS 18-006 / MSPM 18-008 Page 2

East: Right-of-way for Congress Avenue, and farther east developed

commercial property (Boynton Shoppes), zoned PCD (Planned

Commercial Development); and

West: Lake feature associated with Quail Run, and farther west Quail

Run residential development, zoned PUD (Planned Unit

Development).

### 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 and 05-004.

### **BACKGROUND/ PROPOSAL**

Mr. Edward Ploski, representing McDonald's Corporation, is seeking Conditional Use / Major Site Plan Modification approval for the construction of a 4.490 square foot McDonald's fast food restaurant and associated site improvements, located at 1701 S. Congress Avenue in the C-3 (Community Commercial) zoning district. Restaurants with drive-through facilities are listed as a Conditional Use within the C-3 zoning district. McDonald's proposes to relocate from its shared location with the Marathon gas station directly across South Congress Avenue, on the SE corner of Woolbright Road and Congress. The proposed new location is part of a larger site (4.945-acre), which was originally approved in 2002 for a Walgreens building and attached 4,800 square feet of retail/office space on the north end of the property abutting Woolbright Road as Phase I, and a future Phase II consisting a 4 story, 40,000 square foot retail/office building on the southern portion of the site. As part of the construction of the Walgreens building, the remainder of the site work was completed, including all of the landscaping, lighting, parking, drainage, and construction of the building pad in preparation for the Phase II building. With the 107,000 square foot Woolbright Corporate Center built on the property immediately to the south and the 79,000 square foot Woolbright Professional Building constructed one block to the east, the demand for additional office space in the immediate vicinity apparently was not warranted and the Phase II parcel has continued to sit vacant. The applicant is working with the property owner to create a lease parcel over the northerly portion of the building pad to construct a McDonald's restaurant, while the property owner creates another potentially leaseable parcel on the remainder of the building pad and the southern extent of the site. The applicant has prepared a drawing (Sheet C-100), which depicts a possible scenario for the buildable space allocation remaining for the future southern lease parcel.

### 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

McDonald's – 1701 S. Congress Ave. Staff Report COUS 18-006 / MSPM 18-008 Page 3

area and the citizens' general welfare, or deny conditional uses when not in harmony with the intent and purpose of this section. In evaluating an application for conditional use approval, the Board and Commission shall consider the effect of the proposed use on the general health, safety and welfare of the community and make written findings certifying that satisfactory provisions have been made concerning the following standards, where applicable:

1. Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

The subject property currently has three (3) points of ingress and egress via cross-access easements; one (1) of the driveways is located on the east side of the parcel, abutting South Congress Avenue, through the existing drive entrance for Walgreens on the north part of the site (see Exhibit "B"). The second driveway is located on the north side, abutting Woolbright Road, and running along the west side of Walgreens. Lastly, there is a driveway connection/cross access to the south with the office complex (Woolbright Plaza), which connects to the main access drive for the office complex, and then to South Congress Avenue. There are no new vehicular access points proposed. However, Palm Beach County Traffic Engineering is requiring the installation of a southbound right turn lane at the existing entrance to Walgreens from South Congress Avenue. As a result, the PalmTran bus stop is being relocated further south on the property and a bus shelter installed. Pedestrian access to the site is proposed to be enhanced through the construction of a walkway connecting from the sidewalk along South Congress Avenue to the front building entry walk.

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 restaurant uses is calculated at one (1) parking space per 100 square feet of gross floor area or one (1) parking space for every 2.5 seats, whichever is greater. The plan indicates 64 seats are proposed, therefore 26 spaces would be required based on the seat count. However, the building is proposed to be 4,490 square feet, requiring 45 spaces. Therefore, required parking is calculated to be 45 spaces based on the building square footage. The site plan depicts the provision of 50 parking spaces within the proposed lease parcel boundaries, including two (2) handicap spaces, in compliance with code requirements. The Walgreens parcel, including the attached retail/office space requires 96 parking spaces and 98 are provided, including six (6) handicap spaces, two (2) more than required by code. Additionally, there are 109 parking spaces already in place for the future development of the south lease parcel, including five (5) handicap spaces, in compliance with code requirements. Relative to impacts on adjacent properties, the nearest residential structure to the west is approximately 800 feet away from the proposed building, across a large lake for the Quail Run development. The closest residential building to the east is approximately 400 feet away from the proposed building, across South Congress Avenue, and south. Any proposed lighting will have to comply with the City's lighting regulations, which are designed to reduce the impact of glare in adjacent properties. The noise associated with the proposed business should not be much different from the current Walgreens business on the north part of the parcel. The west buffer consists of a six (6) foot tall concrete wall with an existing landscape buffer. A Condition of approval has been added to ensure all existing plant material on site not Florida No. 1 Quality will be replaced and any gaps in the existing landscape buffer will be filled in with comparable material.

3. Refuse and service areas, with particular reference to the items in standards 1 and 2 above.

The applicant intends to have two (2) dumpster enclosures to the west of the building and drive-through lanes, for waste removal purposes. As a condition of approval, staff has requested the applicant slightly rotate the orientation of the enclosures for improved maneuverability of the waste removal trucks (see Exhibit "D" – Conditions of Approval). Trash would be removed on a standard schedule and solid waste is not anticipated to be an issue. As noted above, the wall and landscape buffer should minimize any impacts associated with waste removal operations for the residents approximately 800 feet to the west.

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. As a condition of approval, Utility staff notes that any water and sewer lines to be owned and operated by the City shall be included within 12 foot minimum width easements (see Exhibit "D" – Conditions of Approval).

5. Screening, buffering and landscaping with reference to type, dimensions, and character.

The property has existing landscaping around the perimeter of the entire site. As noted previously, the site was master planned and all infrastructure (parking, drainage, lighting and landscaping) were installed with the construction of the Walgreens at the north end of the site. The Landscape Plan (Sheet L-1) depicts the addition of landscape plantings along the west and east property lines, to fill in any gaps and further enhance the existing material. Additionally, the plan depicts landscaping along the north and south sides of the lease parcel, including screening of the drive-through operation as required by code, and landscaping of the parking lot islands and service area at the rear of the building. Typical landscape material utilized in the design include Live Oak, Silver Buttonwood, Gumbo Limbo, Crepe Myrtle and Pigeon Plum trees, Montgomery and Alexander palms, Cocoplum, Silver Buttonwood, Thryallis, Simpson Stopper, Schefflera Arboricola, Fakahatchee Grass, Saw Palmetto and Croton shrubs, as well as Jasmine, Pittosporum, Green Island Ficus and Coontie groundcovers. There are also existing Live Oak trees that will remain in place in the final site design.

6. Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.

The project proposes the installation of seven (7) new light poles and modification of two (2) existing light poles on the site. The new poles will be comparable in height (25 feet tall) to the existing light poles already on site. In an effort to minimize glare and impact on surrounding properties, the light fixures will be full cutoff design, as required by code. The light levels depicted on Sheet C-500 exceed the code maximum allowable 5.9 foot-candles, and staff has inserted a condition of approval that the Photometric Plan be corrected to comply with code requirements prior to submittal for building permits (see Exhibit "D" – Conditions of Approval). Relative to signage for the project, the applicant proposes to insert a sign face in the existing Walgreens monument sign, located at the corner of Woolbright Road and South Congress Avenue, in the manually changeable-copy portion of the sign, located near the bottom, under the "Walgreens" sign panel. Additionally, the applicant proposes to install a new 8 foot tall monument sign on their lease parcel, along the South

Congress Avenue frontage, at the entry dive. This sign is designed to match the existing sign in color, materials and architectural elements, and will display the "golden arches" in the top tenant panel, with Walgreens underneath. The intent is to eventually utilize the bottom panel for the future tenant of the southernmost parcel. The wall signage allowance for the building has been determined to be a maximum of 69 square feet, and the applicant is proposing a total of 60 square feet. Above the building entrances, on the east and north sides of the building, the building elevations depict 9 square foot "golden arches" logos. Also, on the west end of the north façade, another 9 square foot "golden arches" logo is proposed, to inform customers entering from the north driveway. Finally, a 33 square foot, white "McDonald's" sign, is proposed on the south building façade, between the drive-through windows.

7. Required setbacks and other open spaces.

The proposed restaurant building is designed to meet or exceed the minimum setback requirements of the C-3 zoning district. Minimum setbacks are: front (east) required 20' – provided 170'; rear (west) required 30' – provided 152'; side (north and south) required 15' on one side and zero on the other – provided 51' on the north and 22' on the south. The closest residential structure to the west is nearly 800 feet, across a lake, and to the east, approximately 400 feet away, across South Congress Avenue, and south. The west side has a 6' tall buffer wall and existing landscaping that will be further enhanced with this project. The east side also has an existing landscape buffer that will be further enhanced to provide a nice streetscape along South Congress Avenue.

8. General compatibility with adjacent properties, and other property in the zoning district.

The restaurant use is generally compatible with the remainder of the commercial uses on all four (4) corners of the intersection, with the existing Walgreens on the northern portion of the site, and with the residential properties in the vicinity. Additionally, the building's large setbacks, intervening rights-of-way and lake, along with the appropriate buffering further the compatibility. The building's design is typical of most commercial structures with a smooth plaster finish, control joints and cornices and soft earthtone colors; a creamy beige primary body color Benjamin Moore "Monroe Bisque", and a medium tan secondary body/accent color Benjamin Moore "Alexandria Beige", and aluminum batten accents at the corners painted umber grey, similar to the dark bronze of the store front and window trim. The canopies and awning are proposed to be white.

9. Height of building and structures, with reference to compatibility and harmony with adjacent and nearby properties, and the city as a whole.

The drive-through restaurant is designed as a one-story structure, with the typical parapet wall designed at a height of 19' - 6" and the top of the accent parapets at 21' - 6", which is compatible with the structures on the same and adjacent properties, and under the maximum allowable height of 45' in the C-3 zoning district.

10. Economic effects on adjacent and nearby properties, and the city as a whole.

The overall economic effects of the proposed use on adjacent and nearby properties, and the City as a whole, will be enhanced with the increased activity on this property and the development of the partially vacant site. The City will also benefit from the collection of permit fees, certificate of use fees, and increased assessable value of the property.

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 concurrency requirements, a traffic statement for the proposed project was sent to the Palm Beach County Traffic Division for concurrency review in order to ensure an adequate level of service. A traffic concurrency approval letter from Palm Beach County has not been received as of the drafting of this staff report. A condition of approval has been added that requires receipt of the concurrency approval letter in advance of the issuance of any building permits. The applicant will be responsible for compliance with any conditions outlined in the approval letter. School concurrency is not required for this type of project. As for the City's water and sewer concurrency review, the City's water capacity would meet the projected potable water demand for this project. Sufficient sanitary sewer and wastewater treatment capacity is also currently available to serve the project, subject to the applicant making a firm reservation of capacity, following site plan approval. Solid Waste disposal capacity has been evidence 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 and is recommending that the review of specific drainage solutions be deferred until time of permit review. 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.

The project would not create smoke, odors, fumes, or toxic matter that would negatively impact the neighboring properties. As noted above, with the distance to residential units, and the buffer wall and intervening landscaping, noise associated with operation should not be an issue. With incorporation of all conditions and staff recommendations contained herein, the proposed use would exist in a manner that is in compliance with the above-referenced codes and ordinances of the City of Boynton Beach.

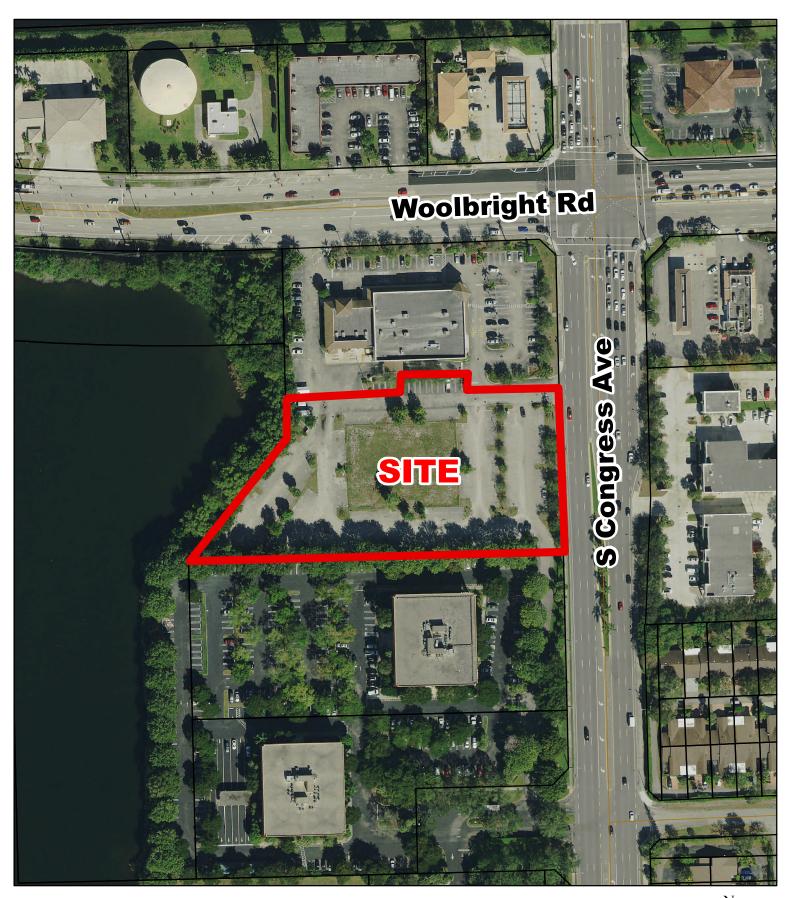
### RECOMMENDATION

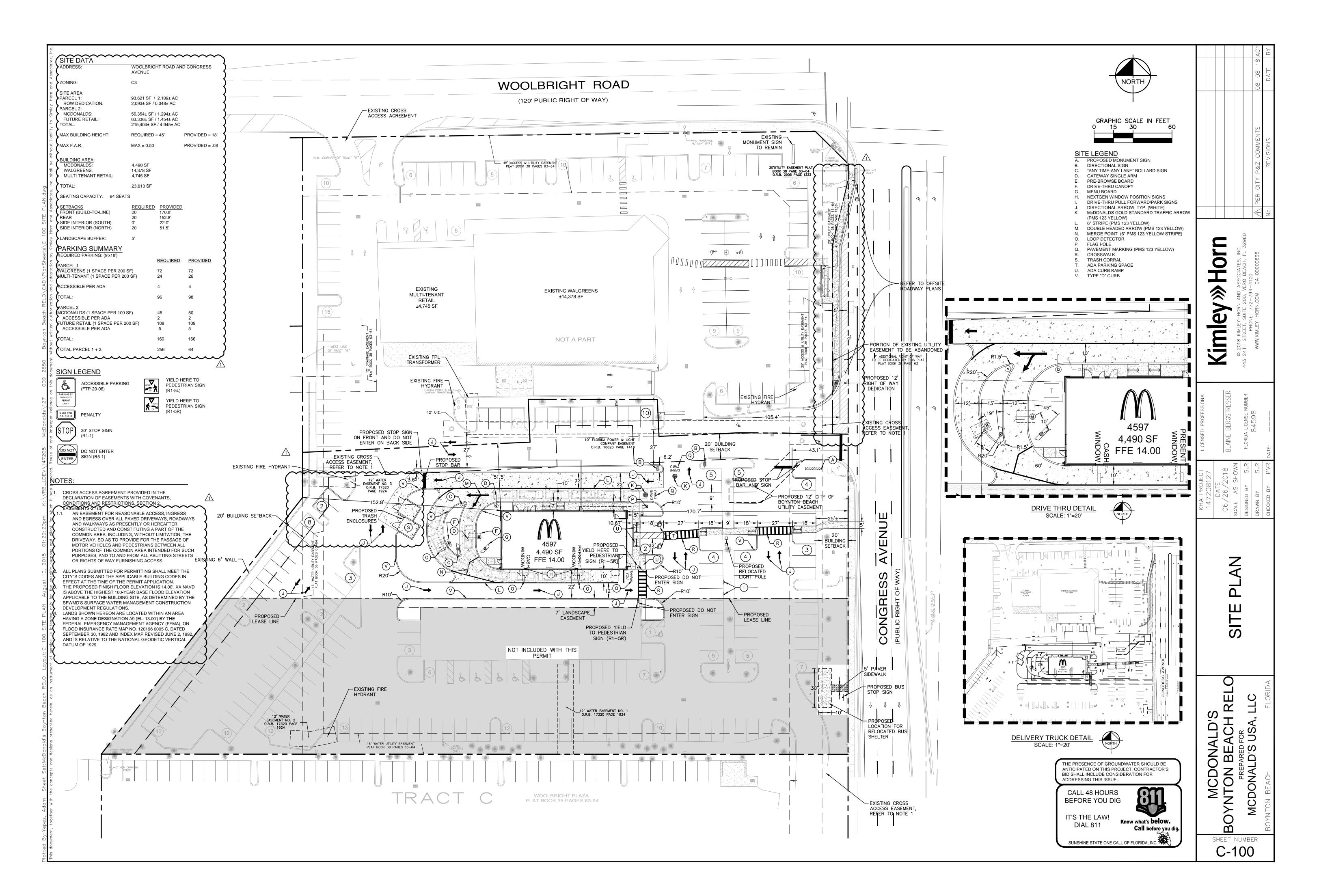
Based on the information contained herein, compliance with development regulations and conditional use standards, staff recommends APPROVAL of this request for conditional use and major site plan modification, subject to satisfying all conditions of approval recommended by staff as contained in Exhibit "D" – Conditions of Approval. Any additional conditions of approval recommended by the Board and required by the City Commission will be placed in Exhibit "D" accordingly. Furthermore, pursuant to Chapter 2, Article II, Section 2.C Conditional Uses, a time limit is to be set within which the proposed project is to be developed. Staff recommends that a period of 18 months be allowed to receive the necessary building permits.

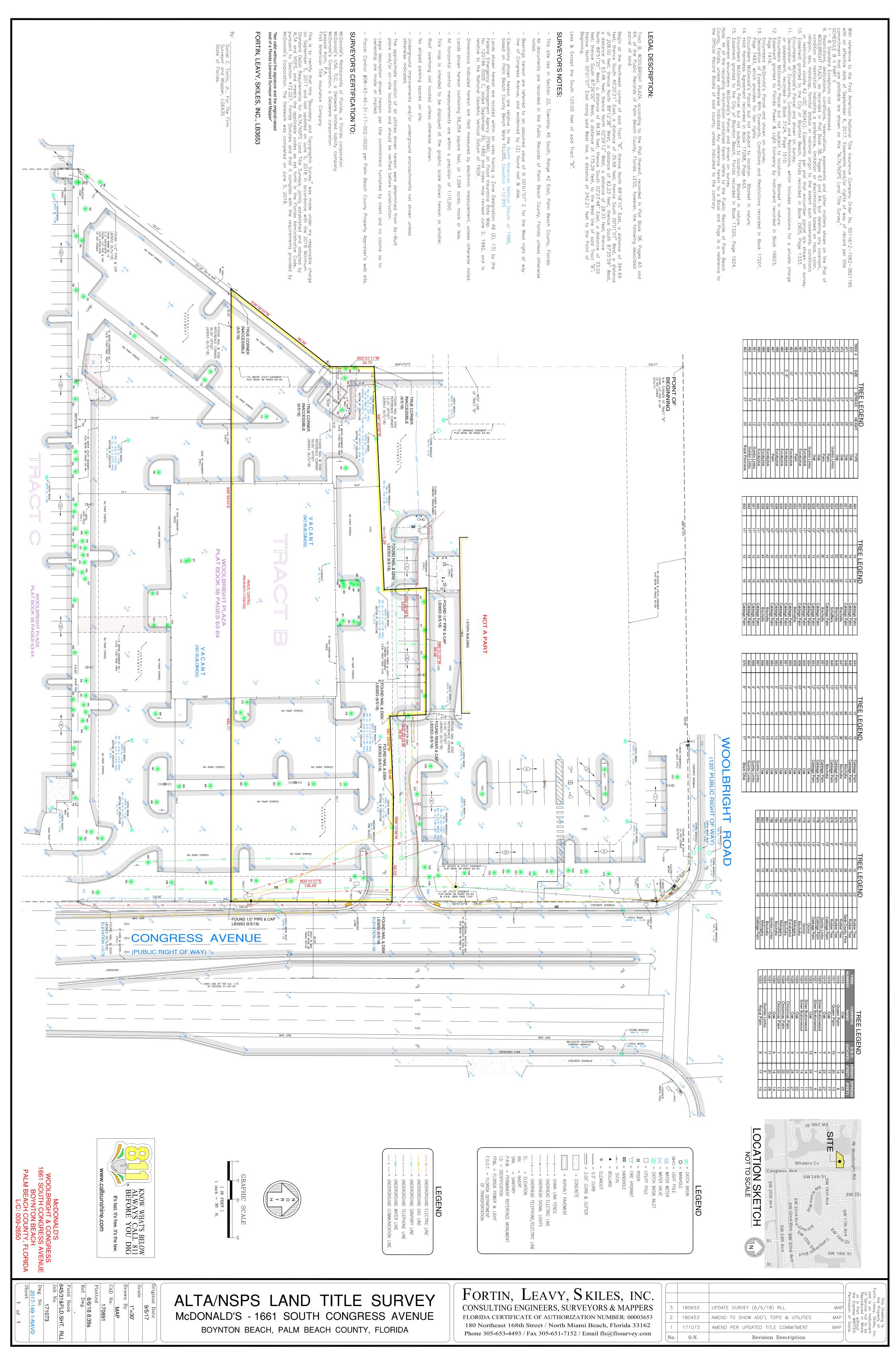
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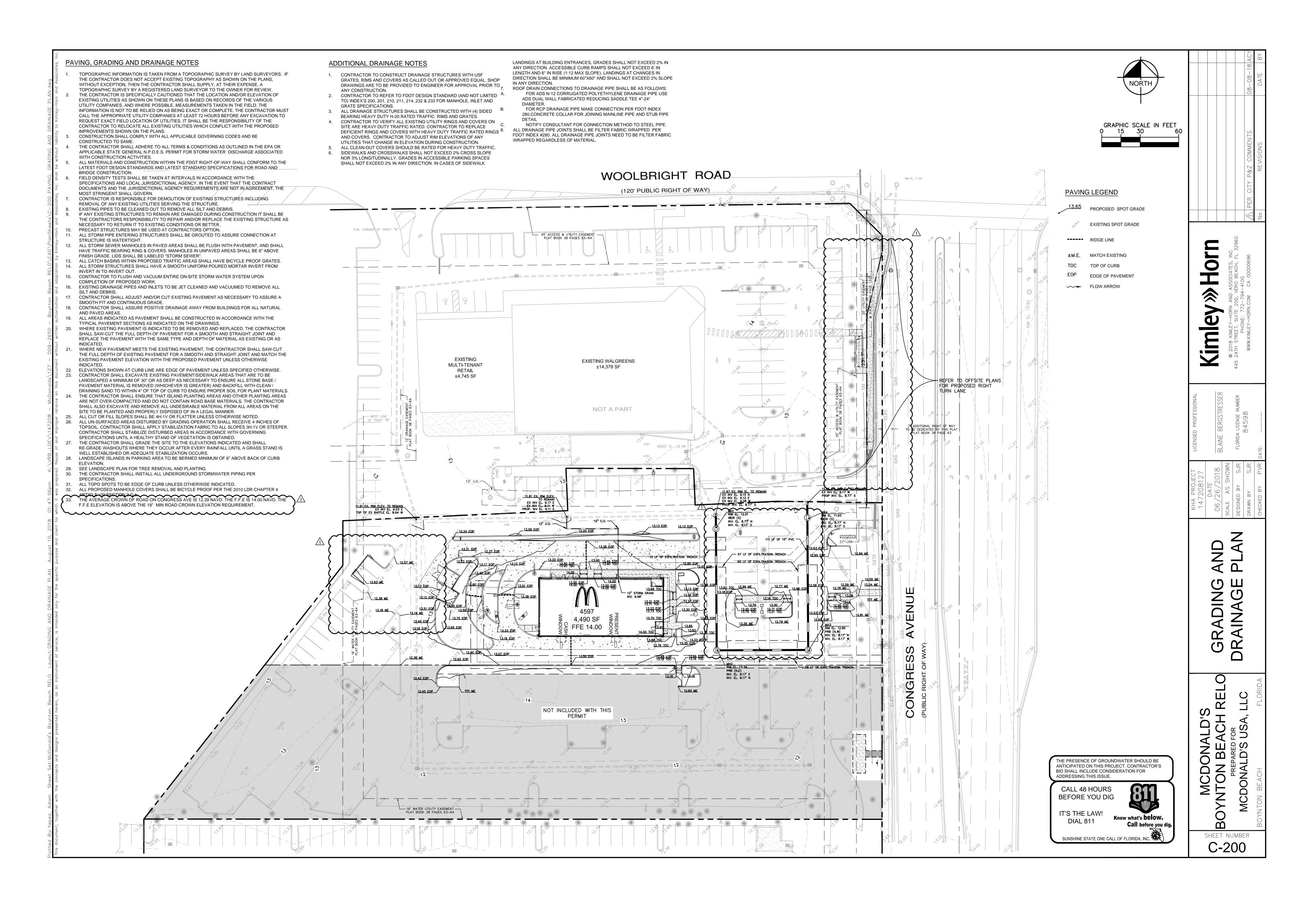
### **Exhibit A**

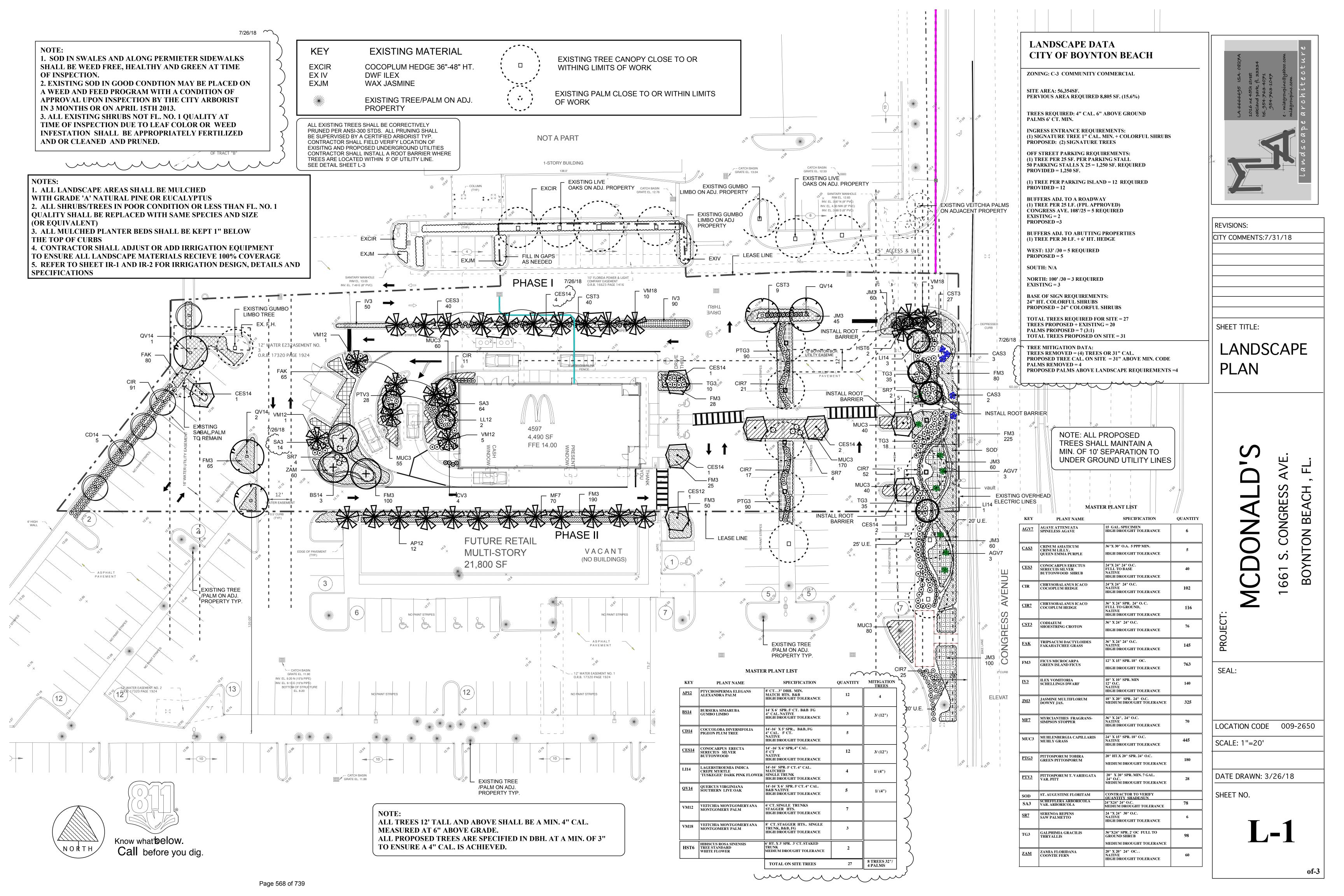
# **LOCATION MAP**

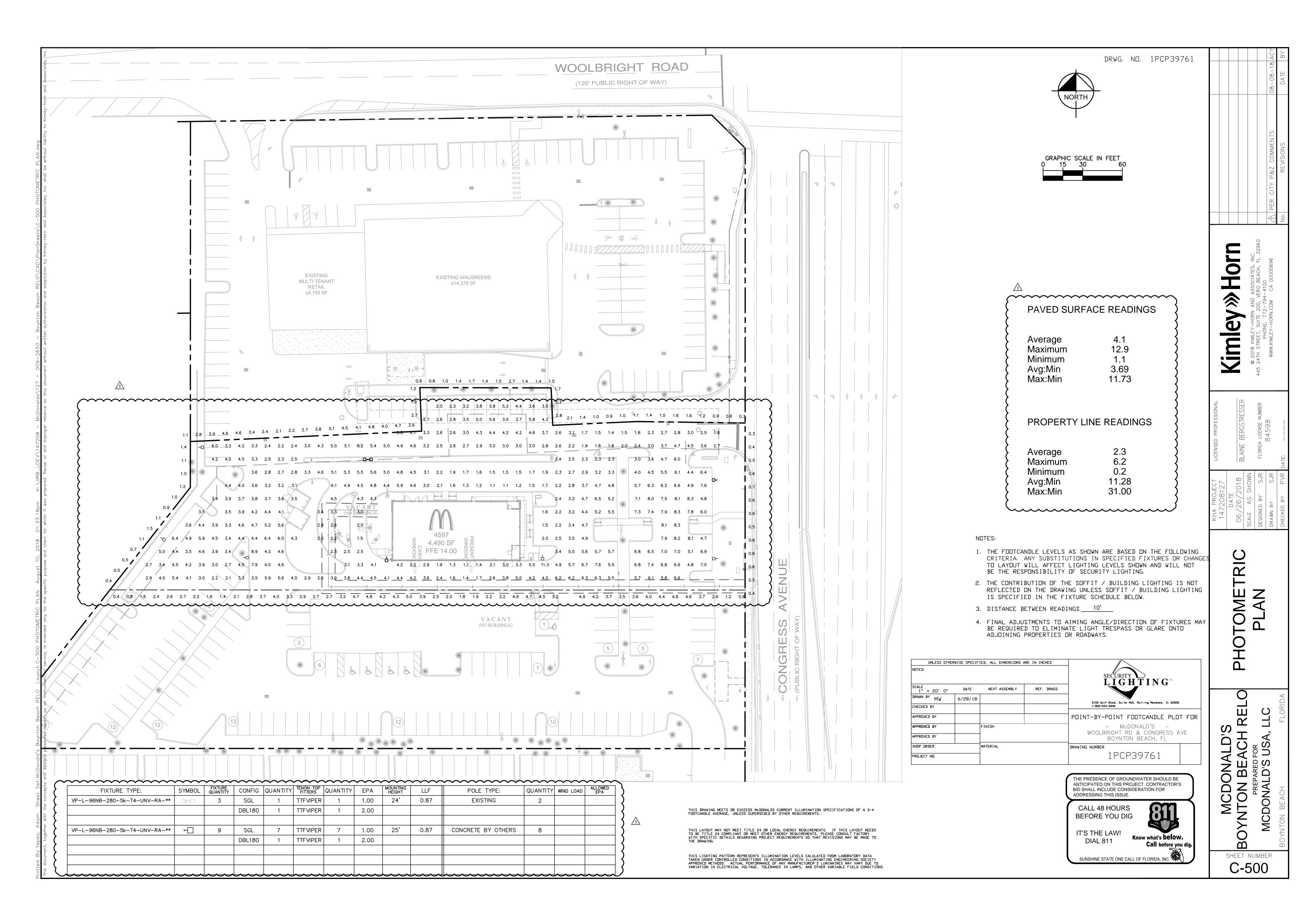


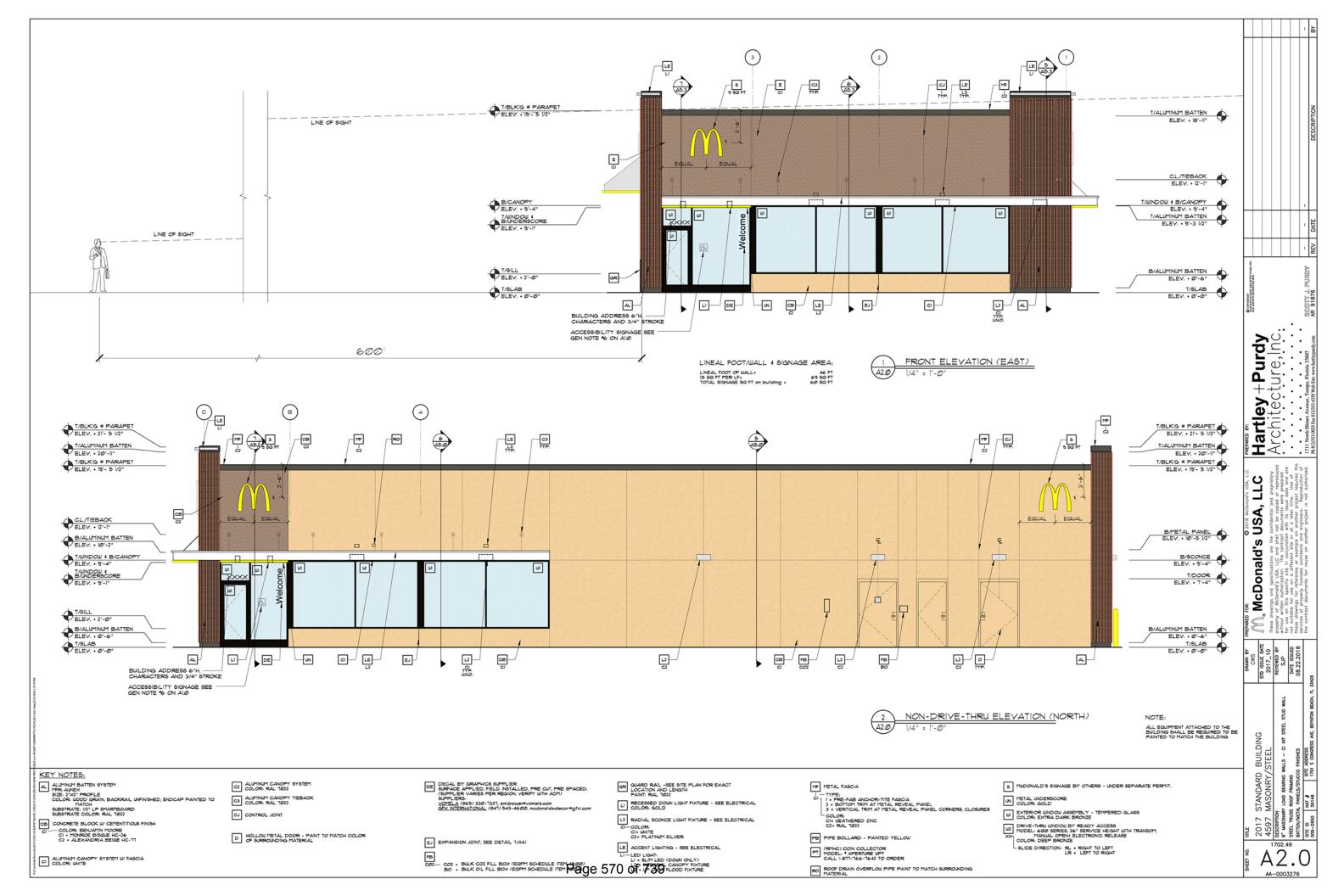


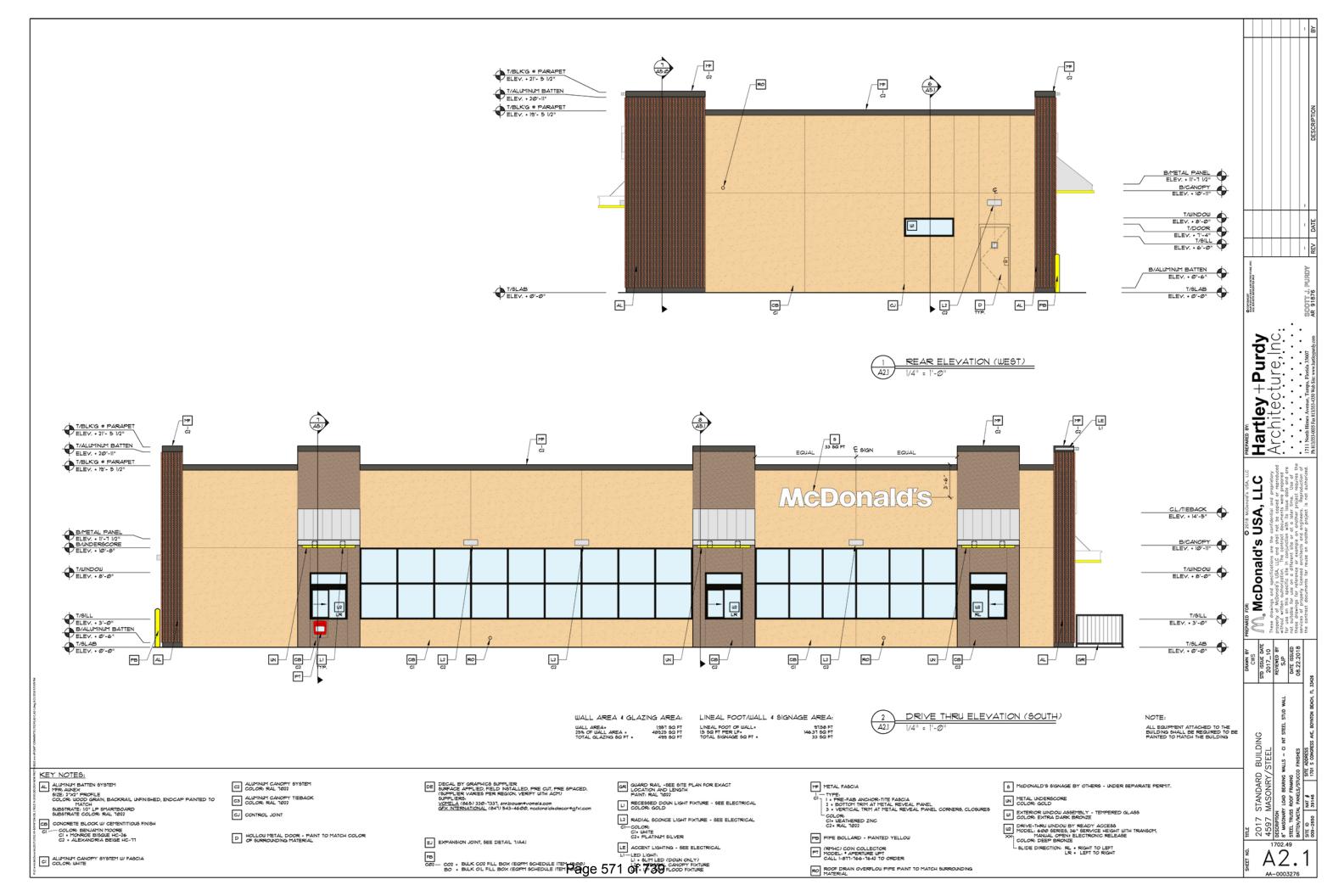














**McDonald's** 1702.49

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# **WOOLBRIGHT & CONGRESS EXISTING ROAD SIGN**







1740 HILL AVENUE WEST PALM BEACH, FL. 561-840-6382 (FAX) 561-840-6385

CUSTOMER:
MCD "BOYNTON RELO"
SWC OF CONGRESS AVE
& WOOLBRIGHT RD
BOYNTON BEACH, FL

SALES PERSON:
STEPHEN KEMP
DRAWN BY: HEATHER COLLAZO
SCALE: AS NOTED DATE DRAWN: 06.27.18

(O

#1 00.00.00 #1 00.00.00 #1 00.00.00 #1 00.00.00 CUSTOMER APPROVAL

DATE:

# PROPOSED ROAD SIGN ON CONGRESS AVE

# Note:

McDonald's parcel, the sign will be revised to add a new In the future when new tenant comes in the parcel south of the

Panel to the sign.



**MEASUREMENTS ARE ROUGH ESTIMATES, NOT BASED OFF ORIGINAL SURVEY
**IMAGES ABOVE ARE FOR VISUAL PURPOSES ONLY; NOT BASED OFF SURVEY
** THE SIGN WILL BE CHANGED TO ACCOMMODATE ANY FUTURE TENANTS, BY
SHARING A PANEL FOR THAT NEW BUSINESS



1740 HILL AVENUE WEST PALM BEACH, FL. 561-840-6382 (FAX) 561-840-6385 33407

CUSTOMER:
MCD 'BOYNTON RELO'
SWC OF CONGRESS AVE
& WOOLBRIGHT RD
BOYNTON BEACH, FL

SALES PERSON:
STEPHEN KEMP
DRAWN BY: HEATHER COLLAZO
SCALE: AS NOTED

DATE DRAWN: 06.27.18

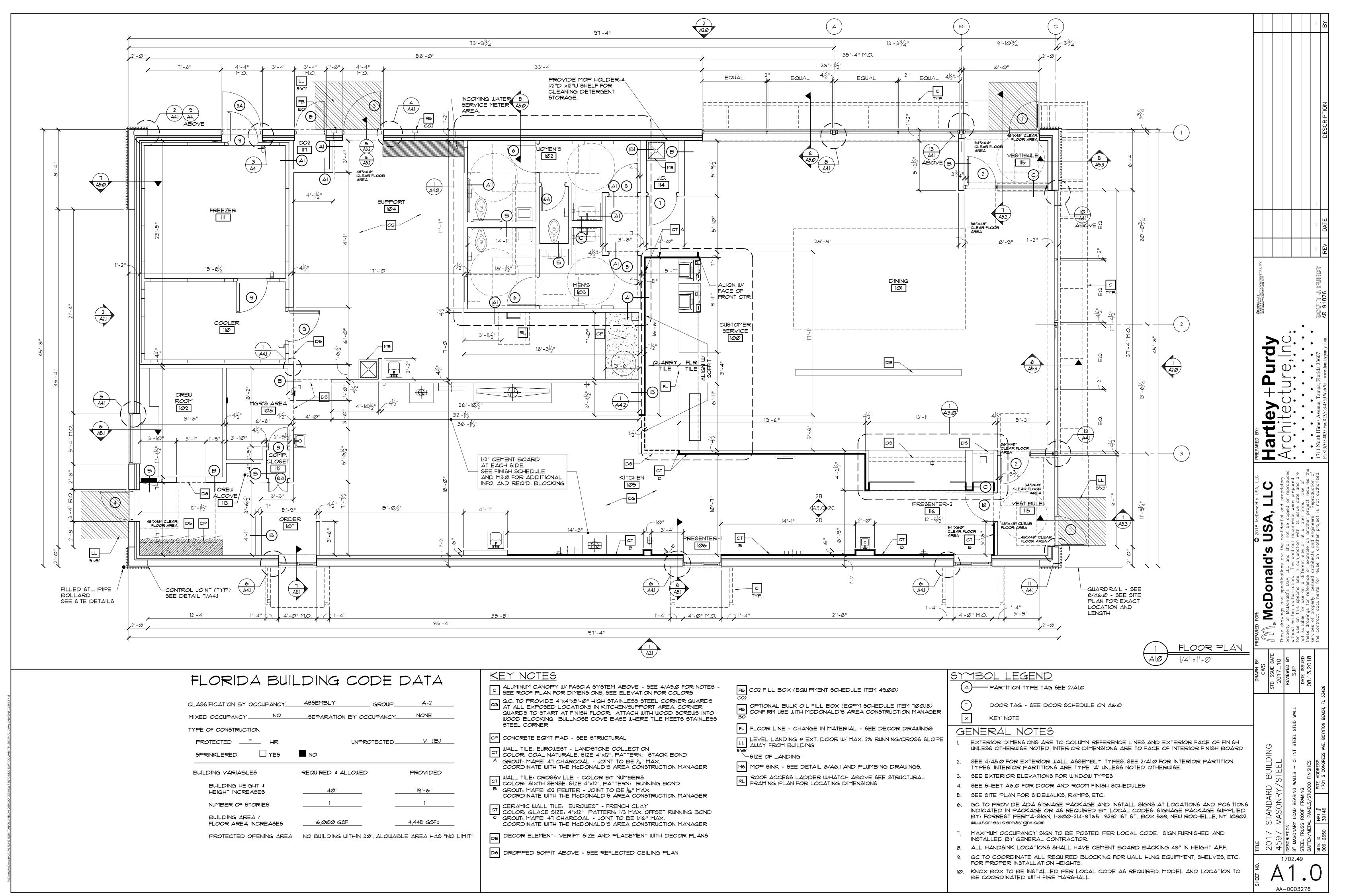
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#1 00.00.00 #1 00.00.00 #1 00.00.00 #1 00.00.00

X CUSTOMER APPROVAL

X DATE:

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July 2, 2018

Mr. Michael W. Rumpf Director Planning and Zoning City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435

RE: STANDARDS FOR EVALUATING CONDITIONNAL USES
McDonald's L/C 009-2650
SW CORNER OF WOOLBRIGHT ROAD & CONGRESS AVENUE
Boynton Beach, Florida
Parcel Control Number # 08-43-45-31-17-002-0020
Corporate Property Services Project Number: 1711-39

Dear Mr. Rumpf:

The subject site 1.294 acre site is located near the southwest corner of Woolbright Road and Congress Avenue. The purpose of the application is to request approval for the development of a McDonald's restaurant with a drive-thru. The property is zoned C-3, Community Commercial, and has a LRC -Local Retail Commercial Future Land Use Designation. Based on the current zoning district a restaurant with a drive-thru requires a conditional use approval. Therefore, a Conditional Use Application is hereby submitted, based on the following criteria:

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;

Response: The subject site is located within the master planned Woolbright Plaza. The northern phase of the development is constructed along with the overall parking is constructed for the project. The Woolbright Plaza development has a recorded Declaration of Easements with Covenants, Conditions and Restrictions which permits, ingress and egress overall paved driveways and sidewalks. The McDonald's has access to Woolbright Road to the north through the Walgreen's portion of the development and also access to Congress Avenue just northeast of the proposed McDonald's building and south on the access frontage driveway which connects to office building south of south phase parcel. The McDonald's restaurant has (3) access points in case of fire or catastrophe. The McDonald's project is required to construct a south bound right turn lane at the existing driveway connection on Congress

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Avenue. Based on the discussions and meeting with staff, the site plan has been prepared on this dialogue and will provide safe ingress and egress to the proposed use, for both vehicles and pedestrians.

2. Off-street parking and loading areas where required, with particular attention to the items in subsection C.1 above, and the economic, glare, noise, and odor effect the conditional use will have on adjacent and nearby properties, and the city as a whole;

Response: The proposed off-street parking layout will not have any adverse impact on economic, glare, noise and odor of the commercial and office uses to the north, east and west of the proposed McDonald's parcel. The proposed building far exceeds the Land Development code required for required front and rear setbacks. The property is currently developed without a building. The original approved building use was never constructed. There are no significant impacts to the adjacent and nearby properties and the City as a whole. The parking area adjacent to western property line is buffered by an existing 5'concrete panel wall and has mature trees and landscaping on the west side of the wall which provides a visual and noise buffer to existing multi-family residential units west across the existing lake. The McDonald's will not have a designated loading area. Deliveries will be made adjacent to the north side of the building in non-peak customer service times. A request to the City Engineer is being submitted to delete the loading zone requirement for this project.

3. Refuse and service areas, with particular reference to the items in subsection C.1 and C.2 above;

Response: The two (2) proposed dumpsters are located at the rear of the building and are not visible by the general public along Woolbright Road and S. Congress Avenue. The dumpster are designed to meet Land Development Code requirement for proper back-up service of 60 feet. The dumpster and service area for the proposed McDonald's is buffered along the western property line by a 5' concrete panel wall and mature trees and landscaping on the west side of the wall to provide a visual and noise buffer.

4. Utilities, with reference to locations, availability, and compatibility;



Response: Adequate infrastructure for water, sanitary sewer and drainage already In place within existing Woolbright Plaza development to serve the 4,490 square foot restaurant with a drive-thru. Underground electric and telephone service is available.

5. Screening, buffering and landscaping with reference to glare , traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties;

Response: The McDonald's parcel within the Woolbright Plaza development has an existing 5'concete panel wall along the western boundary of the property. On the west side of the wall are mature fichus trees and landscape buffer. This provide excellent buffer against noise and glare. Along the eastern boundary are mature oak trees along Congress Avenue and additional landscaping to buffer the McDonald's restaurant from Congress Avenue. The City of Boynton Beach Comprehensive Plan Future Land Use Map indicates this area for LRC - Local Retail Commercial. The proposed McDonald's restaurant meets the future land use goal to enhance the city's aesthetic appeal while supporting a vibrant economic tax base. The proposed conditional use request will be in harmony with the general character of the surrounding area. The site plan, landscape plan and architectural elevations will protect the neighboring property values by enhancing the aesthetic appeal of this area.

 Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties;

Response: The proposed McDonald's will have one monument sign along
Congress Avenue and the building exterior lights will not impact glare or
traffic safety. The parking lot lighting will provide a safe lighting level for
the restaurant and will not spill light off the property. The projects
signage and lighting will be in harmony with the adjacent and nearby
properties.



7. Required setbacks and other open spaces;

**Response:** The proposed McDonald exceeds zoning code setback requirements:

<u>Setbacks</u>	<u>Required</u>	<u>Provided</u>
Front (build to line)	20'	170.8'
Rear	20'	152.8'
Side Interior (south)	0'	22.0'
Side Interior (north)	20'	51.5'

8. General compatibility with adjacent properties, and other property in the zoning district;

Response: The subject site in bounded on the north by a Walgreen's & retail use, on the south by two (4) story office buildings. On the east it is bounded by Congress Avenue which is a 6 lane divided arterial roadway with commercial retail uses east of the McDonald's site. The commercial uses are north and south of the McDonald's on the east side of S. Congress Avenue. The west the site is bounded by a large lake and multifamily residential development. The McDonald's parcel is buffered from the multifamily residential development by a 5' concrete panel wall along with mature fichus trees and the landscape buffer on the west side of the wall adjacent to a lake. The proposed commercial use is compatible with the existing, abutting commercial uses.

9. Height of buildings and structures, with reference to compatibility and harmony to adjacent and nearby properties, and the city as whole;

Response: The proposed McDonald's restaurant is just below 20' in height and is similar to the height of adjacent building surrounding the site. The color pattern of the building is also similar to the surrounding commercial buildings. The proposed McDonald's restaurant is compatibility with its neighbors and general architect theme of south Florida and the City of Boynton Beach.

10. Economic effects on adjacent and nearby properties, and the city as a whole;

**Response:** The site is currently vacant parking lot without a building and is located between a Walgreen's Pharmacy and Multi-Story office building. This property invites illegal parking of vehicles and trash dumping. The

4



proposed McDonald's restaurant use will improve the property through the use of attractive architectural and environmental landscape designs. The proposed restaurant will meet the meet the demands for residents as well as those who work in the area. The drive-thru provides an alternative to those consumers on the run. In addition, this establishment will provide employment opportunities, as well as added tax revenue to the City

- 11. Where applicable, the proposed use furthers the purpose and intent of a corresponding mixed us zoning district or redevelopment plan; N/A
- 12. Compliance with and abatement of nuisances and hazards in accordance with the operational performance standards as indicated in <a href="Chapter 3">Chapter 3</a>, <a href="Article IV">Article IV</a>, <a href="Section 1">Section 1</a> and the Noise Control Ordinance and City code of Ordinances <a href="Part II">Part II</a>, <a href="Chapter 15">Chapter 15</a>, <a href="Section 15-8">Section 15-8</a>; and

Response: The proposed McDonald's will not be a nuisance or hazard to persons, animals, vegetation or property located on adjacent or nearby properties or rights-of-way. It will not interfere with the reasonable use or enjoyment of adjacent or nearby property by reason of noise, vibration, smoke, dust or other particulate matter. Toxic or noxious matter; odors, glare, heat or humidity radiation, electromagnetic interference, fire or explosions hazard, liquid waste discharge or solid waste accumulation will not be generated by the proposed McDonald's fast food restaurant with drive-thru. Hazardous/Toxic Waste and substances are not produced or used by the proposed McDonald's restaurant.

13. Required sound study and analysis. All conditional use applications for bars, nightclubs and similar establishment shall include the following analysis performed by a certified acoustic engineer: **N/A** 

The proposed change in this application provides for a use that is permitted within the existing zoning district, and is in compliance and within the scope of the uses and request(s) specified in the Zoning Hearing and the conditions imposed as listed in the Resolution. Also, this application complies with all requirements of the applicable restrictive covenant, as no covenants are requested to be modified or canceled. Based on the foregoing, the applicant



believes the proposed plans are in substantial compliance with the controlling plans approved at public hearing pursuant to Resolution No. 4ZAB-122-89. As such, the applicant respectfully requests your favorable consideration of this application. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Edward P. Ploski,

Agent for McDonald's Corporation

Enclosure

#### **EXHIBIT "D"**

#### **Conditions of Approval**

McDonald's 1701 S. Congress Avenue COUS 18-006 / MSPM 18-008 Project Name:

File number:

3rd review plans identified as a Major Site Plan Modification with an August 14, 2018 Planning and Zoning Department date stamp marking. Reference:

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
At time of permit submittal, please rotate the dumpster enclosures clockwise approximately 20 – 30 degrees in order that waste remova vehicles empty the dumpster and back out without a turning motion.		
2. Please provide a copy of the notice of concurrency to the Traffic Performance Standards of Palm Beach County prior to submittal for any permits (NOTE: The applicant will be required to comply with any recommendations outlined in the concurrency approval deemed necessary by the City and will be at the City's sole discretion).	X	
3. Water and sewer lines to be owned and operated by the City shall be included within 12 feet minimum utility easements in accordance with the 2010 LDR, Chapter 4, Article VIII, Section 3.B.4. The easements shall be dedicated via separate instrument to the City as stated in the Code of Ordinances, Section 26-33(e).	X	
FIRE		
Comments:		
Please understand this review is for the Site Plan only. The Floor Plan will be reviewed in detail at time of permit submittal.	X	
POLICE		
Comments: None, all previous comments addressed at DART meeting.		
BUILDING DIVISION		
Comments: None, all previous comments addressed at DART meeting.		

	DEPARTMENTS	INCLUDE	REJECT
	PARKS AND RECREATION		
Cor	mments: None		
	PLANNING AND ZONING		
Cor	mments:		
5.	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.	×	
6.	At time of permit submittal, on Sheet C-100, under the "Site Data", please verify the number of handicap parking spaces listed, as there are six (6) depicted on Parcel 1, while the Site Data table only lists four (4).	х	
7.	At time of permit submittal, please depict the required covered bike rack, and the required bench and waste receptacle.	Х	
8.	At time of permit submittal, please revise the Photometric Plan to comply with the code maximum allowance of 5.9 foot-candles.	х	
9.	At time of permit submittal, please ensure downspouts are internal or encased in architectural elements.	х	
10.	At time of permit submittal, please provide documentation that all customer areas will have vision glass, and said glass will only have a light tint for visibility into the restaurant. Also, any faux, non-transparent glass shall be designed to mimic the color of the vision glass.	Х	
11.	At time of permit application, please remove the note on the proposed bus shelter indicating advertising space.	Х	
12.	The applicant shall be responsible for the replacement of landscape material in poor condition or less than Florida Number 1 Quality, including the entire eastern and western buffer, not just within the leased parcel, and shall fill in of any gaps in both of these two (2) buffers.	Х	

McDonalds 1701 S. Congress Avenue (COUS 18-006 / MSPM 18-008) Conditions of Approval Page 3 of 3

1 40000		
DEPARTMENTS	INCLUDE	REJECT
COMMUNITY REDEVELOPMENT AGENCY		
Comments: N/A		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\McDonald's 1701 S. Congress Avenue/COUS 18-006 MSPM18-008\COA post P&D.doc

# DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT N	IAME:	McDonald's Restaurant (COUS 18-006 / MSPM 18-008)
APPLICANT	:	Edward Ploski, Corporate Property Services, Inc.
APPLICANT	'S ADDRESS:	1239 E. Newport Center Drive, Suite 113, Deerfield Beach, FL 33442
DATE OF H	EARING RATIFICA	ATION BEFORE CITY COMMISSION: November 7, 2018
APPROVAL	SOUGHT:	Conditional Use approval associated with a request for Major Site Plan Modification approval for the construction of a 4,490 square foot McDonald's fast food restaurant and associated site improvements, located at 1701 S. Congress Avenue in the C-3 (Community Commercial) zoning district.
LOCATION	OF PROPERTY:	1701 S. Congress Avenue
DRAWING(S	S): SEE EXHIBIT "	B" ATTACHED HERETO.
	hearing stated at	was presented to the City Commission of the City of Boynton Beach, Florida on bove. The City Commission having considered the approval sought by the from the applicant, members of city administrative staff and the public finds as
1.	• •	ne approval sought was made by the Applicant in a manner consistent with the the City's Land Development Regulations.
2.	The Applicant HAS	, NOT
	established by s	ubstantial competent evidence a basis for the approval requested.
3.		for development requested by the Applicant, administrative staff, or suggested a supported by substantial competent evidence are as set forth on Exhibit "D" cluded."
4.		request is hereby NTED subject to the conditions referenced in paragraph 3 above. IIED
5.	This Order shall	take effect immediately upon issuance by the City Clerk.
6.	All further deve	elopment on the property shall be made in accordance with the terms and s order.
7.		
DATED:		City Clerk
		CITY CIECK



**COMMISSION MEETING DATE: 10/16/2018** 

#### REQUESTED ACTION BY COMMISSION:

**PROPOSED ORDINANCE NO. 18-029 - FIRST READING** - Approve 1320 S. Federal Highway Future Land Use Map Amendment (LUAR 18-001) from Office Commercial (OC) to Mixed Use Low (MXL). Applicant: Exsorro One, Inc.

**PROPOSED ORDINANCE NO. 18-030 - FIRST READING** - Approve 1320 S. Federal Highway Rezoning (LUAR 18-001) from C-1, Office Professional to MU-1, Mixed Use 1. Applicant: Exsorro One, Inc.

#### **EXPLANATION OF REQUEST:**

The subject 0.51-acre property is located in the Federal Highway Corridor District (South) of the Community Redevelopment Area (CRA). The applicant proposes the future land use (FLU) amendment and rezoning to develop the property with a three-story structure to be predominantly occupied by medical offices (for a total of 8,078 square feet), with 1,920 square feet of retail space on the first floor and a small, 900 square foot art museum.

The 2016 CRA Community Redevelopment Plan (the Plan) provides site-specific future land use recommendations for the entire CRA area. Consistently with the vision for economic revitalization embedded in the Plan, mixed use FLU categories are recommended for most areas close to downtown as well as for those along the major corridors.

The applicant is requesting the Mixed Use Low (MXL) future land use category rather than the higher intensity, Plan-recommended Mixed Use Medium (MXM). The latter option is not feasible, as the subject property falls short of the minimum size required for the zoning district corresponding to the MXM classification. Nevertheless, the request substantially conforms to the intent of the Plan: all mixed use FLU categories promote intensification of redevelopment and walkable environments in support of public transit and lead to higher property values. Also—arguably—the lower intensity MXL classification is preferable given the proximity of a single-family neighborhood to the east of the subject property.

Planning and Development Board recommended approval of these requests at its September 25, 2018 meeting.

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

No significant impact on either programs or services.

#### **FISCAL IMPACT:**

The project will contribute to the City's tax base.

**ALTERNATIVES:** None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

**CLIMATE ACTION: No** 

**CLIMATE ACTION DISCUSSION: N/A** 

Is this a grant? No

**Grant Amount:** 

#### ATTACHMENTS:

	Туре	Description
D	Ordinance	Ordinance amending Land Use for 1320 S Federal Highway
ם	Ordinance	Ordinance amending rezoning for 1320 S Federal Highway
D	Staff Report	Staff Report
D	Location Map	Exhibit A. Location Map Aerial
D	Location Map	Exhibit B. Proposed FLU
D	Location Map	Exhibit C. Proposed Zoning

1	ORDINANCE NO. 18-
2 3 4 5 6 7 8 9 10 11	AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS 1320 SOUTH FEDERAL HIGHWAY AND DESCRIBED HEREIN, OWNED BY EXSORRO ONE, INC; CHANGING THE LAND USE DESIGNATION FROM OFFICE COMMERCIAL (OC) TO MIXED USE LOW (MXL); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
13	WHEREAS, the City Commission of the City of Boynton Beach, Florida has
14	adopted a City of Boynton Beach Comprehensive Plan and as part of said Plan a Future Land
15	Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government
16	Comprehensive Planning Act; and
17	WHEREAS, the procedure for amendment of a Future Land Use Element of a
18	Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and
19	WHEREAS, after two (2) public hearings the City Commission acting in its dual
20	capacity as Local Planning Agency and City Commission finds that the amendment
21	hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it
22	in the best interest of the inhabitants of said City to amend the Future Land Use Element
23	(designation) of the Comprehensive Plan as hereinafter provided.
24	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
25	CITY OF BOYNTON BEACH, FLORIDA, THAT:
26	Section 1: The foregoing WHEREAS clauses are true and correct and incorporated
27	herein by this reference.
28	Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect that the
29	Future Land Use of the following described land:
30	

SOUTH 100 FEET OF LOT 2, LEE MANOR ISLES, ACCORDIN	G TO		
THE PLAT THEREOF AS REDORDED IN PLAT BOOK 24, PAGE	GE 221.	,	
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLO		,	
LESS RIGHT-OF-WAY FOR STATE ROAD NO. 5, AS IN OFFICE			
RECORD BOOK 138, PAGE 229, OF THE PUBLIC RECORDS C			
PALM BEACH COUNTY, FLORIDA.	/1		
TALM BLACIT COUNTT, TLORIDA.			
is amended from Office Commercial (OC) to: MIXED USE LOW (MXI	Ĺ) <b>.</b>		
Section 3: This Ordinance shall take effect on adoption, subject to	the revi	ew cl	nallenge
			_
or appeal provisions provided by the Florida Local Government Compre	hensive	Plani	ning and
Land Development Regulation Act. No party shall be vested of any r	right by	virtu	e of the
adoption of this Ordinance until all statutory required review is complete an	d all le	gal ch	allenges,
including appeals, are exhausted. In the event that the effective date is es	tablishe	ed by	state law
or special act, the provisions of state act shall control.			
FIRST READING this day of, 2018.			
SECOND, FINAL READING and PASSAGE this day of		,	2018.
CITY OF BOYNTON BEACH, FLORIDA			
	YES	NO	
	1 Lb	110	
Mayor Stayon D Grant			
Mayor – Steven B. Grant			_
M. M. Cl., t. P. 1			
Vice Mayor – Christina L. Romelus			_
Commissioner – Mack McCray			_
Commissioner – Justin Katz			_
Commissioner – Joe Casello			
			<del></del>
VOTE		_	
ATTEST:			
Indith A Dula CMC			
Judith A. Pyle, CMC			
City Clerk			
(Cornerate Seel)			
(Corporate Seal)			

1 2	ORDINANCE NO. 18-
3 4 5 6 7 8 9	AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS 1320 SOUTH FEDERAL HIGHWAY FROM C-1 OFFICE PROFESSIONAL TO MU-1 MIXED USE 1; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
10	WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted
11	Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and
12	WHEREAS, the City of Boynton Beach has made application to rezone land, said land
13	being more particularly described hereinafter, from C-1 Office Professional to MU-1 MIXED
14	USE 1; and
15	WHEREAS, the City Commission conducted public hearings as required by law and
16	heard testimony and received evidence which the Commission finds supports a rezoning for the
17	property hereinafter described; and
18	WHEREAS, the City Commission deems it in the best interests of the inhabitants of
19	said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.
20	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
21	THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
22	Section 1. The foregoing Whereas clauses are true and correct and incorporated
23	herein by this reference.
24	Section 2. The land herein described be and the same is hereby rezoned from C-1
25	Office Professional to MU-1 MIXED USE 1. A location map is attached hereto as Exhibit "A"
26	and made a part of this Ordinance by reference. Legal Description:
27	
28 29 30 31 32 33 34 35 36 37	SOUTH 100 FEET OF LOT 2, LEE MANOR ISLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 221, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD NO. 5, AS IN OFFICIAL RECORD BOOK 138, PAGE 229, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

38	Section 3. That the aforesaid Revised Zoning Map of the City shall be amended
39	accordingly.
40	Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
41	Section 5. Should any section or provision of this Ordinance or any portion thereof be
42	declared by a court of competent jurisdiction to be invalid, such decision shall not affect the
43	remainder of this Ordinance.
44	Section 6. This ordinance shall become effective immediately upon passage.
45	FIRST READING this day of, 2018.
46	SECOND, FINAL READING and PASSAGE this day of, 2018.
47 48 49	CITY OF BOYNTON BEACH, FLORIDA YES NO
50 51	Mayor – Steven B. Grant
52 53	Vice Mayor – Christina L. Romelus
54 55	Commissioner – Mack McCray
56 57	Commissioner – Justin Katz
58	Commissioner – Joe Casello
59 60 61	VOTE
62 63 64	ATTEST.
65	
66 67 68 69	Judith A. Pyle, CMC City Clerk
70	(Corporate Seal)

#### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-057

#### STAFF REPORT

TO: Chair and Members

Planning and Development Board

THRU: Ed Breese

Planning and Zoning Administrator

FROM: Hanna Matras, Senior Planner

DATE: September 18, 2018

PROJECT: 1320 S. Federal Highway

LUAR 18-003

REQUEST: Approve 1320 S. Federal Highway Future Land Use Map Amendment

from Office Commercial (OC) to Mixed Use Low (MXL) and Rezoning

from C-1 Office Professional to MU-1, Mixed Use 1.

#### PROJECT DESCRIPTION

Property Owner/

Applicant Exsorro One, Inc.

Agent: Christi Tuttle, Miller Land Planning, Inc.

Location: Northeast corner of the intersection of Riviera Drive and

Federal Highway (Exhibit "A")

Existing Land Use/

Zoning: Office Commercial (OC) / C-1 Office Professional

Proposed Land Use/

Zoning: Mixed Use Low (MXL) / MU-1 Mixed Use 1 (Exhibits "B" and

"C")

Acreage: 0.51 acre

Page 2 1320 S. Federal Highway LUAR 18-003

#### Adjacent Uses:

North: Developed office condominiums (Colonial Center) classified Office

Commercial (OC) and zoned C-1 Office Professional;

South: Right-of-way of Riviera Drive, then developed residential condominiums

(Snug Harbor Gardens) classified High Density Residential (HDR) and zoned

R-3 Multi-family Residential;

East: Right-of-way of Riviera Drive, then common grounds (green space) of the Snug

Harbor Garden condominiums; farther east, developed single family homes, classified Low Density Residential (LDR) and zoned R-1-AA Single Family

Residential; and

West: Right-of-way of Federal Highway, then farther west developed commercial

property (Dunkin Donuts & convenience store), classified Local Retail

Commercial (LRC) and zoned C-3 Community Commercial.

#### BACKGROUND

The subject 0.51-acre property is located in the Federal Highway Corridor District (South) of the Community Redevelopment Area (CRA). The property has been vacant since the 2005 demolition of the structure which up untill then housed an I-HOP restaurant. The same year, a mixed use project with office, retail and eight townhomes was proposed for the site; application was later abandoned in the midst of the real estate collapse. Note that the Mixed Use Low zoning requested in the previous application (a designation no longer on the books) had a maximum density of 40 dwelling units per acre, twice as high as the maximum density of the currently proposed MU-1 designation.

Residential use is not part of the subject request. Instead, the applicant proposes a three-story structure to be predominantly occupied by medical offices (for a total of 8,078 square feet), with 1,920 square feet of retail space on the first floor and a small, 900 square foot art museum.

In addition to the FLU amendment, rezoning and a major site plan modification, the requests include an application for height exception. All applications are being processed concurrently (see respective staff reports.)

#### REVIEW BASED ON CRITERIA

The following criteria used to review Comprehensive Plan Map amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3:

a. Demonstration of Need. A demonstration of need may be based upon changing

Page 3 1320 S. Federal Highway LUAR 18-003

conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.

The 2016 CRA Community Redevelopment Plan (the Plan) provides site-specific future land use recommendations for the entire CRA area. Consistently with the vision for economic revitalization embedded in the Plan, mixed use FLU categories are recommended for most areas close to downtown as well as for those along the major corridors. They will promote intensification of redevelopment and walkable environments in support of public transit and lead to higher property values.

Even though—in terms of a specific mixed use FLU category—the request under consideration is not fully consistent with the recommendation for the subject property, it nevertheless substantially conforms to the intent of the Plan. (See responses to criteria "b" and "c" for further discussion.)

Furthermore, the use choice of "medical office" for the project supported by the amendments reflects trends in the medical office building sector, as reported by Marcus & Millichap in its Medical Office Research National Report for the second quarter of 2018. The report states:

"The expanding 65 and older population base remains a stalwart demand driver of medical office space. Evolving technology, new practices and a shifting healthcare insurance landscape that favors outpatient services all point to deeper medical office expansion into local communities. (....) A rise in outpatient services and procedures has encouraged medical office development in off-campus locations over the past few years. Hospitals and medical providers seek to place offices in neighborhoods and suburban areas, closer to where people live and work, in order to reduce costs and appeal to patients seeking medical care."

**b.** <u>Consistency</u>. Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.

The proposed FLU amendment and rezoning are consistent with, and promote, the general intent of the policies of the Comprehensive Plan's Future Land Use Element, which recognize and support commercial uses as goods/services providers and job generators. Although the requested MXL FLU category permits residential uses, the master plan—an intrinsic part of the rezoning—proposes a mixed use (office/retail) commercial building. The requested MU-1 zoning allows a higher development intensity with the maximum FAR of 1.0, as compared to the maximum FAR of 0.40 allowed in the existing C-1 district.

The proposed FLU amendment and rezoning are also consistent with the "purpose and

Page 4 1320 S. Federal Highway LUAR 18-003

intent" of the recommendation of the CRA Plan, even though the requested mixed use category is Mixed Use Low (MXL) and not, as recommended by the Plan, Mixed Use Medium (MXM). (The subject property falls short of the size required for the MU-2, the less intensive of the two zoning designations corresponding to the MXM classification.) Nevertheless, as noted earlier in this report, all mixed use FLU categories aim to promote intensification of redevelopment and walkable environments in support of public transit and lead to higher property values.

Lastly, the proposed future land use amendment and rezoning supports "Strong Local Economy," one of the objectives of the City's Strategic Plan.

#### Consistency with Land Development Regulations (LDR)

As submitted, the proposed master plan/site plan includes a building height that exceeds the 45 ft maximum permitted height for the MU-1 zoning district. The applicant submitted a Height Exception application which is being processed concurrently.

c. <u>Land Use Pattern</u>. Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.

The land use pattern in adjacent and nearby areas is eclectic, already "mixed": it incorporates commercial uses of office and retail/restaurants along Federal Highway as well as multifamily and single-family residential uses of varying densities, with the nearby Las Ventanas mixed use development built at 40 dwelling units per acre (du/ac) and the Snug Harbor Gardens condominiums to the south of the subject property built at the non-conforming density of 19 du/ac (well above the maximum of 11 du/ac in the R-3 zoning designation). The current FLU and zoning designations reflect this diversity.

Given the existing "mixed" land use patterns, neither the proposed Mixed Use Low (MXL) nor the Plan-recommended Mixed Use Medium (MXM) FLU classifications would likely support projects with use profiles and building scale at odds with the existing and future built environment. (Specifically, the proposed MXL would support development consistent with the land use of properties facing Federal Highway.) The MXL (as well as MXM), if applied to the subject property, would result in an "isolated district"; however, neither land use classification may necessarily meet the criteria of a "spot zoning," since: (1) as just noted, neither would allow land uses inconsistent with those in the surrounding area; (2) the designations would not confer a special benefit on the owner, since the owners of properties extending north and west of the subject parcel may enjoy similar benefits upon redevelopment, and (3) the MXM classification is consistent with the CRA Plan recommendations while MXL, as argued before, is likewise consistent with the vision and intent of the Plan.

d. <u>Sustainability</u>. Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

The project, albeit small, would arguably have some sustainability-supporting characteristics. There is an easy access to public transportation, currently Palm Tran bus service on Federal Highway but also, in the future, the Tri-Rail Coastal Link commuter train with the planned station on Ocean Avenue, less than a mile away. The project would support the latter through job creation, improving the jobs-to-housing ratio in the area close (less than ¼ of a mile) to the Downtown Transit Oriented Development District. Lastly, the office location makes it easily accesible to residents of the adjacent neighborhoods seeking medical services.

e. <u>Availability of Public Services / Infrastructure</u>. All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.

<u>Water and Sewer</u>. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department.

<u>Solid Waste</u>. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

<u>Drainage</u>. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

<u>Traffic</u>. The property is under the Traffic Concurrency Exception (TCEA) designation and is therefore exempted from the concurrency requirements of the Palm Beach County Traffic Performance Standards Ordinance. (The applicant submitted a traffic statement required for TCEA-designated properties.) The monitoring of the maximum allowable residential uses and square footage of commercial, industrial and other non-residential uses as well as applicable use ratios under the TCEA Planned 2025 Land Use Table indicate that the current (cumulative) numbers remain significantly below the allowable thresholds.

**f.** <u>Compatibility</u>. The application shall consider the following factors to determine compatibility:

- (1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and
- (2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

See response to criteria "b" and "c." The FLU amendment and rezoning would generally be compatible with the current and future use of adjacent and nearby properties and would not negatively affect property values in the surrounding area.

See the response to criterion "d": through supporting the medical office/commercial project, the amendments could facilitate the neighborhood's access to medical services, while newly created jobs would be of importance for supporting the planned Tri-Rail Coastal Link commuter service.

With regard to criterion "f"(2): the amendments implement the publicly endorsed redevelopment Plan, with the underlying premise that the implementation will generate benefits locally, CRA-wide and, possibly, also citywide.

- **g.** <u>Direct Economic Development Benefits.</u> For rezoning/FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:
  - (1) Further implementation of the Economic Development (ED) Program;
  - (2) Contribute to the enhancement and diversification of the City's tax base;
  - (3) Respond to the current market demand or community needs or provide services or retail choices not locally available;
  - (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
  - (5) Represent innovative methods/technologies, especially those promoting sustainability;
  - (6) Be complementary to existing uses, thus fostering synergy effects; and
  - (7) Alleviate blight/economic obsolescence of the subject area.

As already argued in this report, the impacts of the subject amendment and of the project it supports, while limited in magnitude, adhere to criteria "g1", "g3" and "g4" (the average pay in a medical office will likely be at or above the county's average). It will also effect an enhancement of the City's tax base (criterion "g2").

h. <u>Commercial and Industrial Land Supply.</u> The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

Page 7 1320 S. Federal Highway LUAR 18-003

- (1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
- (2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and
- (3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The requested MXL future land use category at the subject location permits residentialonly development and could consequently result in the reduction of the amount of land available for commercial development. However, in the case under consideration, the amendment would support a commercial-only development and, in addition, allow for more intensity than the current C-1 Office Professional zoning district.

i. <u>Alternative Sites.</u> Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.

There are vacant parcels within the city carrying the zoning districts where such use is allowed. These may not be currently on the market or may not be considered as suitable as the subject property by the applicant.

j. Master Plan and Site Plan Compliance with Land Development Regulations. When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.

For the site plan review, see the corresponding staff report.

#### **CONCLUSION/RECOMMENDATION**

As indicated herein, staff has reviewed the proposed FLU amendment and rezoning and determined that they satisfy the review criteria for the subject applications. Therefore, staff recommends approvals of the subject requests.

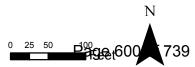
S:\Planning\SHARED\WP\PROJECTS\1320 S. Federal Hwy Office Bldg\LUAR 18-003\LUAR 18-003 1320 S. Federal Highway Staff Report II.docx

# **LOCATION MAP**



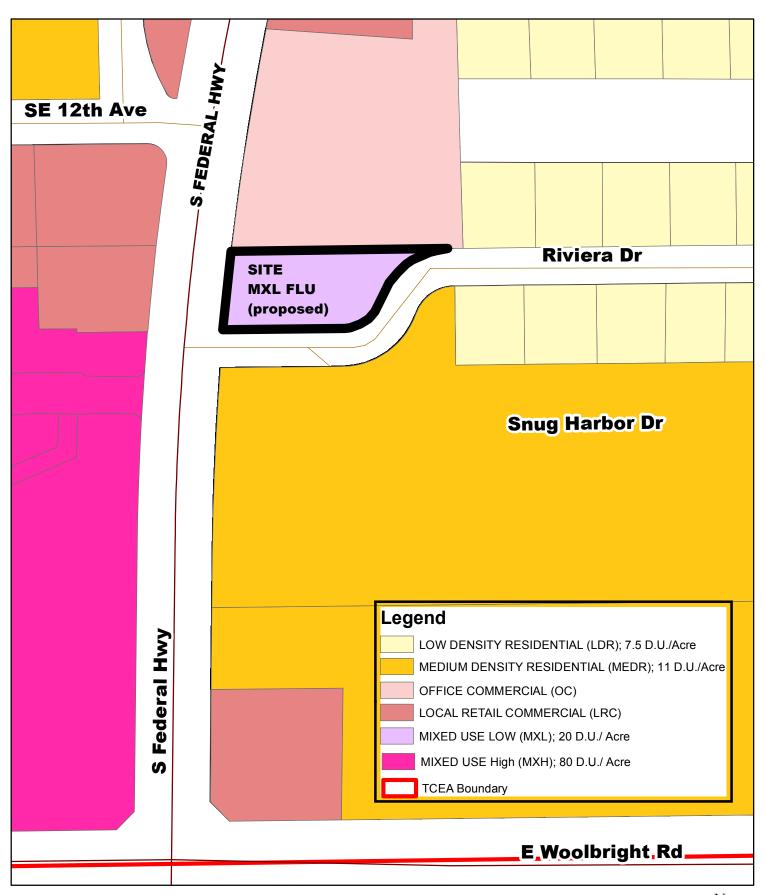
Legend

TCEA Boundary

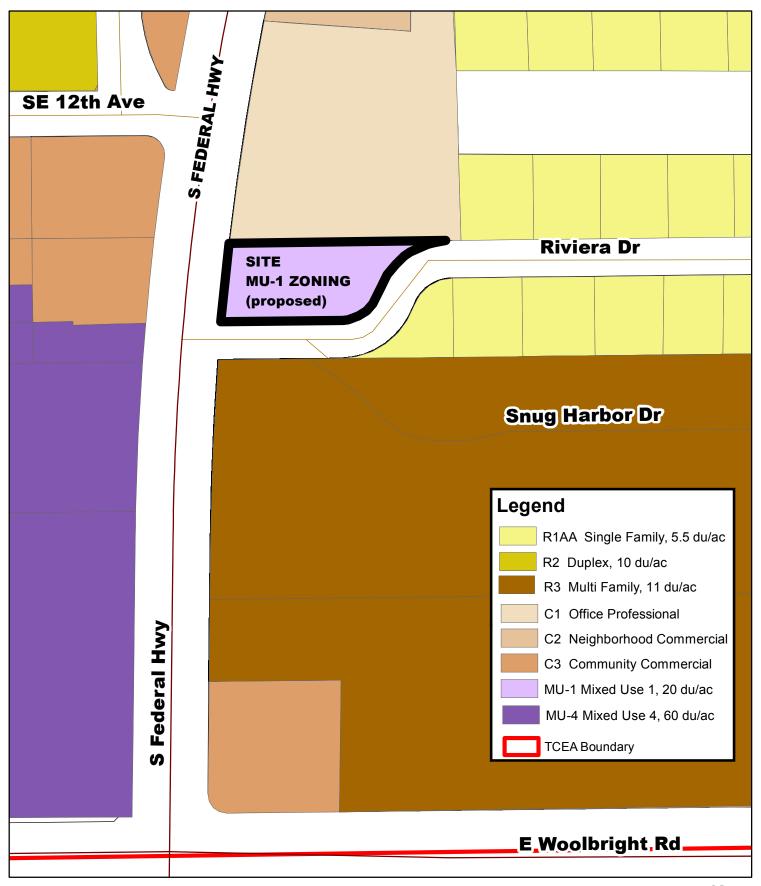


#### **Exhibit B**

### 1320 S. FEDERAL HIGHWAY LUAR 18-003: FLU AMENDMENT



### 1320 S. FEDERAL HIGHWAY LUAR 18-003: REZONING





**COMMISSION MEETING DATE: 10/16/2018** 

**REQUESTED ACTION BY COMMISSION:** Approve 1320 S. Federal Hwy. Office Building Major Site Plan Modification (MSPM 18-009) to construct a 10,898 square foot structure and associated site improvements. Applicant: Exsorro One, Inc. (Item should be heard but tabled to November 7th so that final action is taken concurrent with final action taken on the corresponding ordinances)

#### **EXPLANATION OF REQUEST:**

The subject 0.51-acre property is located in the Federal Highway Corridor District of the Community Redevelopment Area (CRA). The property has been vacant since the 2005 demolition of the structure which up until then housed an I-HOP restaurant. The same year, a mixed use project with office, retail and eight townhomes was proposed for the site; application was later abandoned in the midst of the real estate collapse. Note that the Mixed Use Low zoning requested in the previous application (a designation no longer within the City's Zoning Regulations) had a maximum density of 40 dwelling units per acre, twice as high as the maximum density of the currently proposed MU-1 designation.

Residential use is not part of the subject request. Instead, the applicant proposes a three-story structure to be predominantly occupied by medical offices (for a total of 8,078 square feet), with an additional 1,920 square foot retail space on the first floor and a small, 900 square foot art museum.

The Planning and Development Board recommended approval of the item at the September 25, 2018 meeting.

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

FISCAL INIPACT.	
ALTERNATIVES: None recommended.	
STRATEGIC PLAN:	
STRATEGIC PLAN APPLICATION:	
CLIMATE ACTION: No	
CLIMATE ACTION DISCUSSION:	

FICCAL IMPACT.

#### **Grant Amount:**

#### **ATTACHMENTS:**

Type

Drawings

Conditions of Approval

Development Order

Description

Staff Report (MSPM 18-009)

Exhibit A - Location Map

Exhibit B - Plans

Exhibit C - Conditions of Approval

Development Order

#### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-059

#### **STAFF REPORT**

TO:

**Chair and Members** 

Planning and Development Board

THRU:

Ed Breese

Planning and Zoning Administrator

FROM:

Amanda Bassiely, Principal Planner

DATE:

September 5, 2018

PROJECT:

1320 S. Federal Highway Office Building (MSPM 18-009)

**REQUEST:** 

Approve 1320 S. Federal Hwy. Office Building Major Site Plan

Modification to construct a 10,898 square foot structure and

associated site improvements.

#### PROJECT DESCRIPTION

**Property Owner:** 

Exsorro One, Inc.

Agent:

Christi Tuttle, Miller Land Planning

Location:

Northeast corner of the intersection of Riviera Drive and

Federal Highway (Refer to Exhibit "A": Location Map)

**Existing Land Use:** 

Office Commercial (OC)

**Existing Zoning:** 

C-1 Office Professional

**Proposed Land Use:** 

Mixed Use Low (MXL)

**Proposed Zoning:** 

MU-1 Mixed Use 1

Acreage:

0.51 acre

Page 2 1320 S. Federal Hwy Office Building MSPM 18-009

#### Adjacent Uses:

North: Developed office condominiums (Colonial Center) classified Office

Commercial (OC) and zoned C-1 Office Professional;

South: Right-of-way of Riviera Drive, then developed residential

condominiums (Snug Harbor) classified High Density Residential

(HDR) and zoned R-3 Multi-family Residential;

East: Right-of-way of Riviera Drive, then common grounds (green space)

of the Snug Harbor condominiums and farther east developed single family homes, classified Low Density Residential (LDR) and zoned

R-1-AA Single Family Residential; and

West: Right-of-way of Federal Highway, then farther west developed

commercial property (Dunkin Donuts & convenience store), classified Local Retail Commercial (LRC) and zoned C-3 Community

Commercial.

#### PROPERTY OWNER NOTIFICATION

Owners of properties within 400 feet of the subject request were mailed a notice of this request and its respective hearing dates. The applicant certifies that they posted signage and mailed notices in accordance with Ordinance No. 04-007.

#### BACKGROUND

**Proposal:** The subject 0.51-acre property is located in the Federal Highway

Corridor District of the Community Redevelopment Area (CRA). The property has been vacant since the 2005 demolition of the structure which up until then housed an I-HOP restaurant. The same year, a mixed use project with office, retail and eight townhomes was proposed for the site; application was later abandoned in the midst of the real estate collapse. Note that the Mixed Use Low zoning requested in the previous application (a designation no longer on the books) had a maximum density of 40 dwelling units per acre, twice as high as the maximum density of the currently proposed MU-1

designation.

Residential use is not part of the subject request. Instead, the applicant proposes a three-story structure to be predominantly occupied by medical offices (for a total of 8,078 square feet), with an

Page 3 1320 S. Federal Hwy Office Building MSPM 18-009

additional 1,920 square feet retail space on the first floor and a small, 900 square foot art museum.

In addition to FLU amendment, rezoning and a major site plan modification, the request includes an application for height exception. All applications are being processed concurrently (see respective staff reports.)

#### <u>ANALYSIS</u>

Concurrency:

**Traffic:** A traffic study was sent to the Palm Beach County Traffic Division for their

review and information and they have responded that the project is located within the boundaries of the City of Boynton Beach TCEA (Traffic Concurrency Exception Area) and therefore meets the Palm Beach County Traffic Performance Standards. The traffic study was performed and indicates that the project would generate a total of 18 AM Peak Hour trips

and 41 PM Peak Hour trips.

**School:** School concurrency is not required for this type of project.

**Utilities:** The City's water capacity, as increased through the purchase of up to five

(5) million gallons of potable water per day from Palm Beach County Utilities, would meet the projected potable water for this project. Sufficient sanitary sewer and wastewater treatment capacity is also currently

available to serve the project.

**Police/Fire:** The Police Department has reviewed the site plan and all review comments

have been acknowledged by the applicant and will be addressed at the time of permitting. The Fire Department notes that they will be able to provide an adequate level of service for this project with current or expected infrastructure and/or staffing levels. Further plan review by Police and Fire

will occur during the building permit process.

**Drainage:** Conceptual drainage information was provided for the City's review. The

Engineering Division has found the conceptual information to be adequate and is recommending that the review of specific drainage solutions be

deferred until time of permit review.

Access: The site plan (Sheet SP-1) shows that one point of ingress/egress is

proposed. The two-way driveway is located on Riviera Drive at the eastern end of the site. Vehicular circulation from the driveway would include oneway circulation that continues throughout the parking lot with a portion of

the circulation being two-ways.

Page 4 1320 S. Federal Hwy Office Building MSPM 18-009

Sidewalks are provided along Riviera Drive, Federal Highway, and around the east (back) façade of the building at a minimum of 5 feet in width (see Exhibit C - Conditions of Approval). The sidewalk along Federal Highway is proposed at 11 feet in width, with additional space in which street trees are proposed in rhythm along the front of the building. The majority of the sidewalk along Federal Highway will be covered by a building cantilever, with a minimum of 8 feet of clear/uninterrupted walk underneath. There is also a proposed plaza located at the southwest corner of the site to encourage pedestrian interaction. The walkways along Federal highway and around the building are proposed to be pavers while the sidewalk along Riviera Drive is proposed to be stamped concrete.

#### Parking:

The site plan (Sheet SP-1) proposes a 9,998 square feet of office space and a 900 square foot museum, which would require 53 parking spaces, based upon the standard of one (1) parking space per 200 square feet of office and one parking space per 300 square feet of museum area. However, the applicant has elected to take advantage of the City's sustainable parking provisions which includes a reduced minimum parking ratio resulting in a reduction of 10 parking spaces when the sustainable criteria are met (thereby requiring a minimum of 43 parking spaces). The site plan provides 45 parking spaces including 13 on-street parking spaces, two (2) handicap parking spaces, one (1) motor cycle parking space, and 29 on-site parking spaces with one (1) electric charging station.

All proposed parking stalls, including the size and location of the handicap spaces, were reviewed and approved by both the Engineering Division and Building Division. In addition, all necessary traffic control signage and pavement markings will be provided to clearly delineate areas on site and direction of circulation. All standard and compact parking spaces will utilize a continuous curb and overhang in lieu of wheel stops (Refer to Exhibit C - Conditions of Approval).

#### Landscaping:

The Plant List (Sheets L-1 & L2) indicates that the project would add a total of 44 trees to the property, 31 of them being canopy trees, 265 accent and shrub specimens, and 2,302 small shrubs/groundcover plants. All plant materials to be used in the landscape design are required to be Florida number one grade and must be identified as having "low" or "medium" watering needs in the South Florida Water Management's "Waterwise" publication. The proposed tree species would include the following: Bougainvillea Standard, Green Buttonwood, Satin Leaf, and East Palatka Holly trees. Palm species would include Alexander Palms, Silver Date Palms, and Thrinax Palms.

Projects proposed in the Federal Highway District of the Community Redevelopment Area are encouraged to have a streetscape design which reduces the building setbacks and encourages building placement to be abutting the street, thus creating a more notable urban setting. The purpose of the streetscape design concept is to create a landscape design that encompasses both the private and public domain, to blend the two areas

Page 5 1320 S. Federal Hwy Office Building MSPM 18-009

into one unified landscape scheme and pedestrian experience. This is accomplished through hardscape and landscape choices, covered walkways (arcades, awnings, tree canopy), and streetscape amenities (benches/seatwalls, lighting, accent plantings). The landscape design proposed by the applicant depicts the use of street trees and covered walkways to create the streetscape theme in an effort to provide maximum clear pedestrian pathways. The applicant has worked with staff to provide the street trees and covered walkways necessary to meet the required 50% shaded sidewalk along building frontages of arterial roadways.

#### **Building and Site:**

The proposed building is designed as a three (3)-story structure with roof access and a parapet wall and architectural feature extending past the third story. The main entrance to the building is at the corner of Federal Highway and Riviera Drive. The building is placed so that it fronts Federal highway with a maximum separation from the residential neighborhood located to the east of the site. The building occupies most of the frontage of the site and has the vehicular circulation, including the parking and drop off area, contained behind the building.

#### **Building Height:**

The maximum building height allowed in the Mixed Use 1 (MU-1) zoning district is 45 feet. The proposed building elevations (Sheet A1.2) depict the typical flat roof deck height of 40'-8", with typical parapet walls at approximately 44'-8". Tower elements/architectural treatments would extend up to 54'-9" in height, 9'-9" above the maximum allowable height in the MU-1 district. The applicant is concurrently requesting approval of a height exception (HTEX 18-001) for the proposed architectural features and stair towers. See corresponding staff report for additional information.

#### Setbacks:

The MU-1 zoning district requires no building setbacks, but rather a zero (0) build-to line. However, the building setbacks may be increased up to 15 feet administratively, without benefit of a community design appeal, in areas where the intent is to 1) enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas; 2) optimize landscape design; 3) maximize on-site drainage solutions; and/or 4) accommodate architectural features and building enhancements. This requirement would apply to all building facades fronting on a street. The building setback is measured from the property line to the exterior surface of the building or supporting columns. Along Federal Highway (west property line), the proposed building would be setback two (2) feet from the edge of the building cantilever, 4.3 feet setback along the south property line, and two (2) feet from the north property line, in compliance with code requirements. The building is set back approximately 170 feet from the east property line, which is the nearest point to the residential neighborhood.

#### **Amenities:**

As noted above, the site plan depicts the inclusion of a public plaza at the corner of Federal Highway and Riviera Drive. The building also contains an art exhibit that will be visible from the public sidewalks along Federal Highway.

Page 6 1320 S. Federal Hwy Office Building MSPM 18-009

Design:

The proposed building has a contemporary design, featuring a lightly textured painted stucco finish, storefront glass, and louvers wrapping the two stair towers at either end of the building. The building has a flat accessible roof with a trellis and architectural elements above the parapet. The proposed building utilizes many similar design features as other office buildings, including a neutral color palette. According to the "Color & Material Schedule", the primary building color would be two tones of grey, Sherwin Williams "Dovetail" and "Mindful Grey" and the main architectural feature is proposed to be Sherwin Williams "Origami White" white.

Lighting:

The photometric plans (Sheets E -1) include 5 freestanding pole light fixtures, all of which would be 20 feet in height, with the light fixture at 18 feet. The LED light fixture has a flat lens and cut-off feature to inhibit any light spillage/trespass. Additional exterior lighting would be provided through the installation of building mounted and under canopy fixtures, placed at a height of approximately 7 feet. The Photometric Plan is in compliance with the City's lighting ordinance, and designed to prevent glare or spillage onto abutting properties.

Signage:

Site and building signage has not been finalized and a Sign Program will be required for the site, approved prior to requesting any sign permits for the site (see Exhibit "C" – Conditions of Approval).

**Public Art:** 

The project is subject to the Art in Public Places requirement, and the applicant has been in discussions with the Public Arts Administrator regarding the art and its placement. According to the proposed construction estimate, the project would have an art budget of approximately \$12,950.

#### **RECOMMENDATION**

Staff has reviewed this request for a Major Site Plan Modification and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit "C" – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

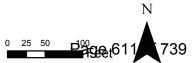
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# **LOCATION MAP**



Legend

TCEA Boundary

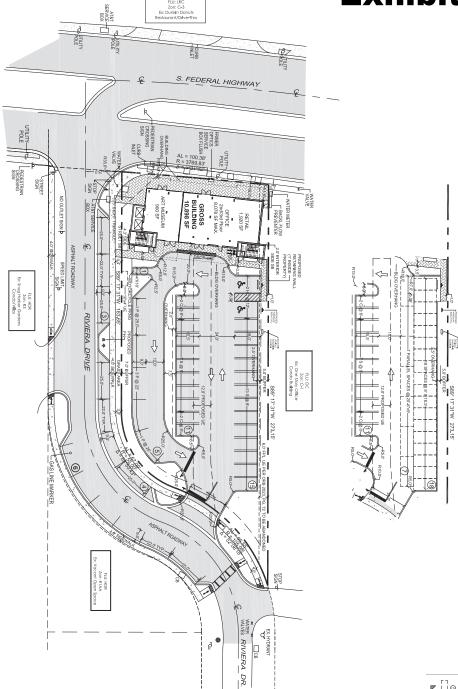


### **Exhibit B**

Contingency Parking

S89° 17' 31"W 273.15'

I I



22,072 sf 10,898 sf 1,920 sf 900 sf 8,078 sf

0.51 Ac.





Ronald L. Levinson P.E. 530 S. Federal Highway, No. 4 Lake Worth, FL 33460 Plnnacle Surveying 5601 Corporate Way, Suite 103 West Palm Beach, FL 33407 David Bodker, LA 601 North Congress Avenue, Suite 105 A Delray Beach, FL 33445 AW Architects 7700 Congress Avenue, Suite 1114 Boca Raton, FL 33487 Simmons & White, Inc. 5601 Corporate Way, Suite 200 West Palm Beach, FL 33407 Standard Parking Detail NOTE: DESIGN TO CONFORM TO: BOYNTON BEACH, FLORIDA ALL DIMENSIONS AND NOTES ARE TYPICAL FOR CRA PARKING WHEEL STOP SIDEWALK nts

Civil Engineer:

Development Team

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	51 Ac.	100.38 273.15		200	20%	

Zoning Dist/Pod	-	Mn. Lot Dimensions (ft)	ons (t)		120	88	backs/Se	paration	ě	07.05.18 Orlohol Submillio
NU-1	Size	Frontage	Depth	FAR	Cover.	Front	Interior Side	Street	Rear	
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Proposed	51 6	100,38	273.15	0.49	20%	2.0	20	5.0	AN	

ī	Ī	

1) The june is based on survey information provided by Primade Surveying, LLC, dated 0.4 (2.018), june submitted for permitting shall make the City's costs and the applicable building codes in effect at the time of primaril spalled make. The provides and the applicable modes in effect at the time of primaril spalledation.

3) Back-flow preventies shall be spatied to march the principle structure. All above ground mechanical equipment shall be shally screened.

4) Parking spaces shown with symbol 'S' Indicates standard parking space (5 x 18). Containes compared bring spaces (5 x 18) and spaces shown with symbol 'P' Indicates in the structure of the spaces of the space of th

2	Lot Dimensions (1)	ons (ft)		Bicks	Sed	Setbacks/Separation (ft)	sparation	š
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6	100,38	273.15	0.49	20%	2.0	20	5.0	z

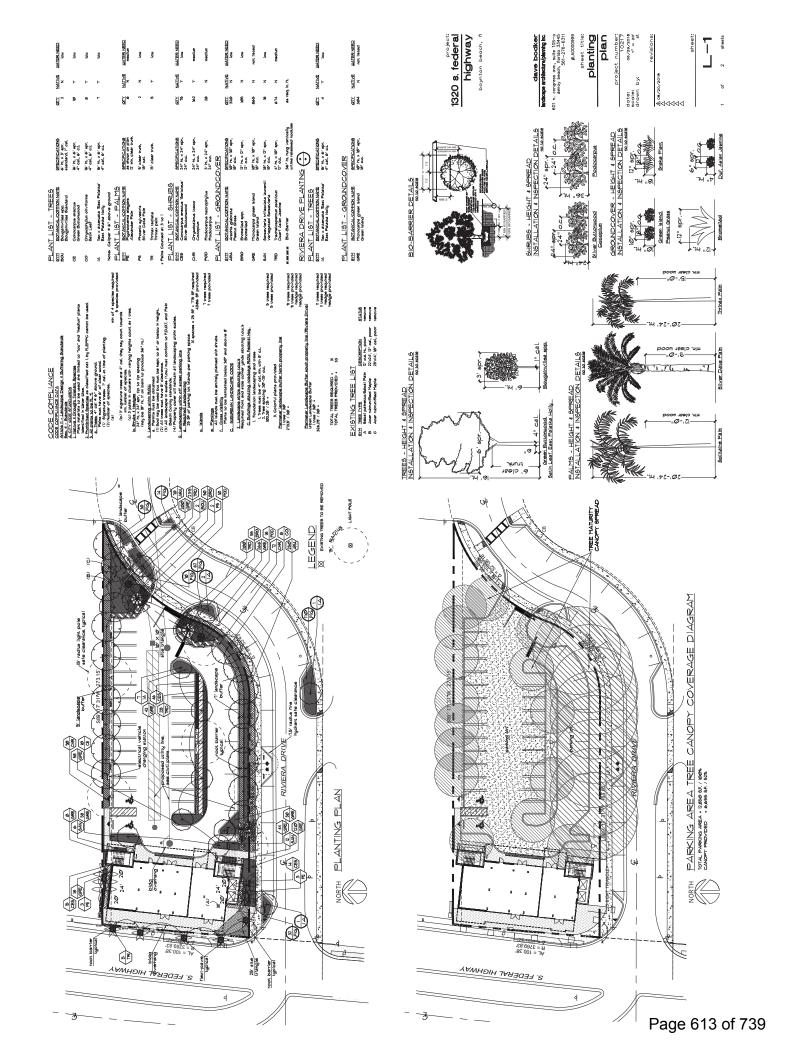
1320	S. F	ederal	Highway

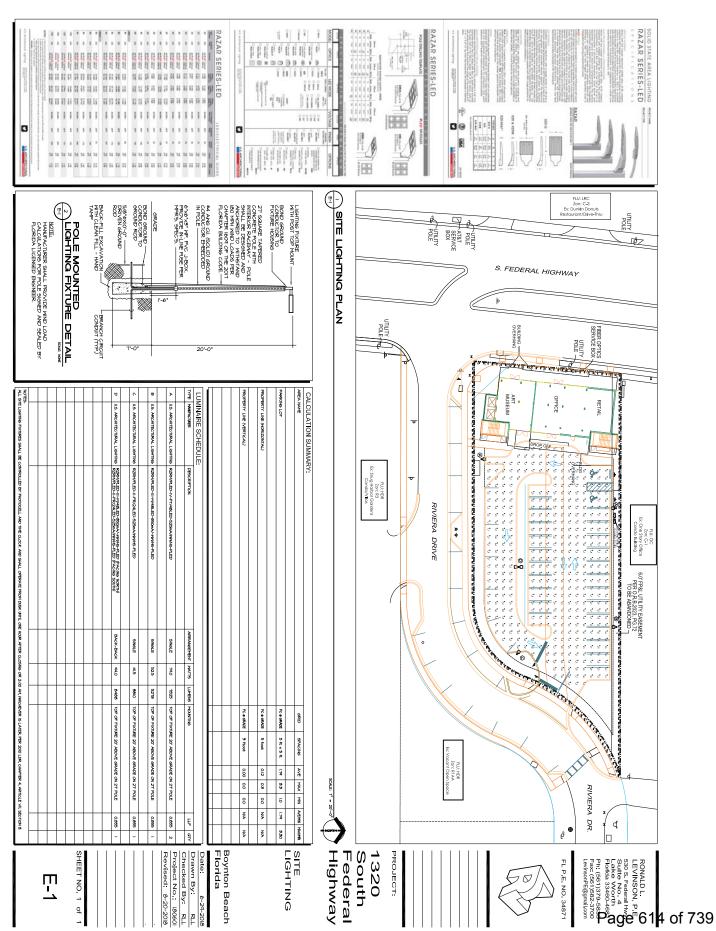
53 spaces
50 spaces
3 spaces
43 spaces
43 spaces
10 spaces
20 spaces
4 spaces
2 spaces
1 spaces
5 spaces
5 spaces
5 spaces

arking Required - Sustainabilit Office/Retail 9,998 @ 1/250 Art Museum 900 @ 1/200 ngency Parking (Valet)

Boynton Beach, FL

ATLANTIC OCEAN







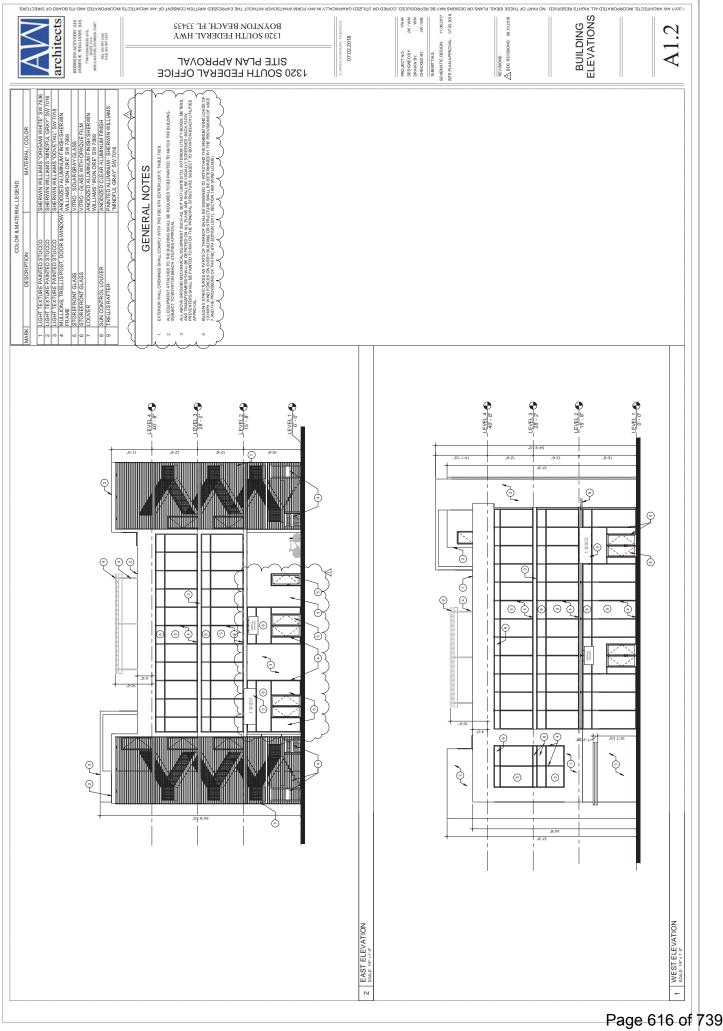








COLORED ELEVATIONS



## **EXHIBIT "C"**

### Conditions of Approval

Project Name: 1320 S. Federal Hwy. Office Building

File number: MSPM 18-009

3rd review of plans identified as a Major Site Plan Modification with an August 20, 2018 Planning and Zoning Department date stamp marking. Reference:

DEP	ARTMENTS	INCLUDE	REJECT
	ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Com	ments:		
1.	At time of permitting, provide copy of FDOT drainage connection and/or driveway connection permit.	Х	
2.	At time of permitting, provide pre/post drainage calculations and a geotechnical report.	Х	
3.	Longitudinal grading on Riviera Drive shall be reconstructed to facilitate proper drainage.	Х	
4.	Retaining wall shall be offset away from the northern property line so as not to encroach on neighboring property.	Х	
5.	At time of permitting, provide cross sections on all property lines	Х	
6.	At time of permitting, show the minimum radius for access to the site for emergency vehicles and sanitation trucks.	Х	
7.	At time of permitting, show all utility easements and utility lines on the site plan, landscape plans, and water and sewer plans.	Х	
8.	At time of permitting, provide an irrigation plan which follows the Waterwise principals.	Х	
	FIRE		
Com	ments:		
9.	At time of permitting, show fire access turning radii on the site plan throughout the parking area.	Х	
	POLICE		
Com	ments: All previous comments addressed at DART meeting.		
Com	BUILDING  monts: All provious commonts addressed at DART mosting		
Com	ments: All previous comments addressed at DART meeting.		

DEP	ARTMENTS	INCLUDE	REJECT
0	PARKS AND RECREATION		
Comr	ments: All previous comments addressed at DART meeting.		
	PLANNING AND ZONING		
Comr	ments:		
10.	Coordinate with the City's Public Art's Manager to develop a Public Art proposal for the property.	Х	
11.	At time of permitting, provide details of the proposed roof-top trellis.	Х	
12.	At time of permitting, provide elevations of the north and south façade of the building.	Х	
13.	A sign program for the property is required prior to issuance of sign permits.	Х	
14.	Revise the sidewalk along Riviera Drive to be a minimum of five (5) in width.	Х	
	COMMUNITY REDEVELOPMENT AGENCY		
Comr	ments: All previous comments addressed at DART meeting.		
	PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comr	ments: None		
	CITY COMMISSION CONDITIONS		
Comr	ments: To be determined.		

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# DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

UK I EU		City Clerk	
DATED:			
7.			
6.	All further deve conditions of this	lopment on the property shall be made sorder.	in accordance with the terms and
5.	This Order shall	take effect immediately upon issuance by the	ne City Clerk.
4.		request is hereby NTED subject to the conditions referenced IED	in paragraph 3 above.
3.		or development requested by the Applicar d supported by substantial competent evid cluded."	
	established by s	ubstantial competent evidence a basis for th	ne approval requested.
2.	The Applicant  _X_ HA  HAS	S NOT	
1.		ne approval sought was made by the Application the City's Land Development Regulations.	ant in a manner consistent with the
	nearing stated ab	was presented to the City Commission of the ove. The City Commission having cons from the applicant, members of city administration.	idered the approval sought by the
DRAWING(S)	: SEE EXHIBIT "	B" ATTACHED HERETO.	
LOCATION O	F PROPERTY:	Northeast corner of the intersection of Rivi	era Drive and Federal Highway
APPROVAL S	SOUGHT:	Approve the 1320 S. Federal Hwy. Office to construct a 10,898 square foot structure	
DATE OF HE	ARING RATIFICA	TION BEFORE CITY COMMISSION:	November 7, 2018
APPLICANT'S	S ADDRESS:	217 N. Seacrest Blvd. Boynton Beach, FL	33425
APPLICANT:		Exsorro One, Inc.	
PROJECT NA	AME:	1320 S. Federal Hwy Office Building (MSF	PM 18-009)

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**COMMISSION MEETING DATE: 10/16/2018** 

**REQUESTED ACTION BY COMMISSION:** Approve 1320 S. Federal Hwy. Office Building Height Exception (HTEX 18-001) to construct an office building in a MU-1 (Mixed Use 1) zoning district with architectural features up to 54'-10" in height, 9'-10" above the maximum allowable height. Applicant: Exsorro One, Inc. (Item should be heard but tabled to November 7th so that final action is taken concurrent with final action taken on the corresponding ordinances)

#### **EXPLANATION OF REQUEST:**

The proposed building is designed as a three (3)-story structure with roof access, a parapet wall and architectural feature extending past the third story. The main entrance to the building is at the corner of Federal Highway and Riviera Drive. The building is placed so that it fronts Federal Highway with an extensive setback to the residential neighborhood located to the east of the site. The building occupies most of the frontage of the site and has the vehicular circulation, including the parking and drop off area, contained behind the building.

The proposed building elevations (Sheet A1.2) depict the typical flat roof deck height as 40'-8", with typical parapet walls at approximately 44'-8" feet. Tower elements and architectural features are proposed to extend up to 54'-10" in height, 9'-10" above the maximum allowable height in the MU-1 zoning district. The plans indicate that the requested height exception is not necessary for the entire roof of the proposed structure, but only relatively small areas near the north and south ends of the building.

The Planning and Development Board recommended approval of the item at the September 25, 2018 meeting.

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

**FISCAL IMPACT:** The ultimate project will contribute to permit and business tax revenues, and the City's property tax base.

**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

Location Map

Location Map

Conditions of Approval

Development Order

### Description

Staff Report (HTEX 18-001)

Exhibit A - Location Map

Exhibit B - Plans

Exhibit C - Conditions of Approval

Development Order

### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-060

### STAFF REPORT

TO:

Chair and Members

Planning and Development Board

THRU:

**Ed Breese** 

Planning and Zoning Administrator

FROM:

Amanda Bassiely, Principal Planner

DATE:

September 5, 2018

PROJECT:

1320 S. Federal Highway Office Building (HTEX 18-009)

REQUEST:

Approve 1320 S. Federal Hwy. Office Building Height Exception to construct an office building in a MU-1 (Mixed Use 1) zoning district with architectural features up to 54'-10" in height, 9'-10" above the

allowable maximum height.

### PROJECT DESCRIPTION

**Property Owner:** 

Exsorro One, Inc.

Agent:

Christi Tuttle, Miller Land Planning

Location:

Northeast corner of the intersection of Riviera Drive and

Federal Highway (Refer to Exhibit "A": Location Map)

**Existing Land Use:** 

Office Commercial (OC)

**Existing Zoning:** 

C-1 Office Professional

**Proposed Land Use:** 

Mixed Use Low (MXL)

**Proposed Zoning:** 

MU-1 Mixed Use 1

Acreage:

0.51 acre

Page 2 1320 S. Federal Hwy Office Building HTEX 18-003

### Adjacent Uses:

North: Developed office condominiums (Colonial Center) classified Office

Commercial (OC) and zoned C-1 Office Professional;

South: Right-of-way of Riviera Drive, then developed residential

condominiums (Snug Harbor) classified High Density Residential

(HDR) and zoned R-3 Multi-family Residential;

East: Right-of-way of Riviera Drive, then common grounds (green space)

of the Snug Harbor condominiums and farther east developed single family homes, classified Low Density Residential (LDR) and zoned

R-1-AA Single Family Residential; and

West: Right-of-way of Federal Highway, then farther west developed

commercial property (Dunkin Donuts & convenience store), classified Local Retail Commercial (LRC) and zoned C-3 Community

Commercial.

### **BACKGROUND**

The subject 0.51-acre property is located in the Federal Highway Corridor District of the Community Redevelopment Area (CRA). The property has been vacant since the 2005 demolition of the structure which up until then housed an I-HOP restaurant. The same year, a mixed use project with office, retail and eight townhomes was proposed for the site; application was later abandoned in the midst of the real estate collapse. Note that the Mixed Use Low zoning requested in the previous application (a designation no longer on the books) had a maximum density of 40 dwelling units per acre, twice as high as the maximum density of the currently proposed MU-1 designation.

Residential use is not part of the subject request. Instead, the applicant proposes a threestory structure to be predominantly occupied by medical offices (for a total of 8,078 square feet), with an additional 1,920 square feet retail space on the first floor and a small, 900 square foot art museum.

In addition to FLU amendment, rezoning and a major site plan modification, the request includes an application for height exception. All applications are being processed concurrently (see respective staff reports.)

### **ANALYSIS**

The proposed building is designed as a three (3)-story structure with roof access and a parapet wall and architectural feature extending past the third story. The main entrance

Page 3 1320 S. Federal Hwy Office Building HTEX 18-003

to the building is at the corner of Federal Highway and Riviera Drive. The building is placed so that it fronts Federal Highway with an extensive setback to the residential neighborhood located to the east of the site. The building occupies most of the frontage of the site and has the vehicular circulation, including the parking and drop off area, contained behind the building. The proposed building has a contemporary design, featuring a lightly textured painted stucco finish, storefront glass, and louvers wrapping the two stir towers at either end of the building. The building has a flat accessible roof with a trellis and architectural elements above the parapet.

The Land Development Regulations, Chapter 3, Article III, Section 5.C.1, Mixed Use (Urban) Districts Building and Site Regulations, limits all structures located within the MU-1 zoning district to a maximum height of forty-five (45) feet above the minimum finished floor. Noted exceptions to the maximum building height include provisions for architectural enhancements such as church spires, domes, cupolas and rooftop equipment. However, the noted exceptions are allowed only through obtaining approval from the City Commission. In considering an application for exception to the district height regulation, the City Commission shall make findings indicating the proposed exception has been studied and considered in relation to minimum standards, where applicable.

The proposed building elevations (Sheet A1.2) depict the typical flat roof deck height as 40'-8", with typical parapet walls at approximately 44'-8" feet. Tower elements and architectural features are proposed to extend up to 54'-10" in height, 9'-10" above the maximum allowable height in the MU-1 zoning district. The plans indicate that the requested height exception is not necessary for the entire roof of the proposed structure, but only relatively small areas near the north and south ends of the building.

As evidenced by previous approvals, this request for height exception would not constitute a granting of special privilege, nor would it impact the air or light of adjacent properties, due to the small percentage of the overall roof area that is subject to the height exception and the distance separation from other commercial or industrial structures. The sizeable distance to the nearest residential structure further diminishes any potential incompatibilities associated with this request and allows the roof deck of building to be accessed and shaded during use.

### **RECOMMENDATION**

Staff has reviewed this request for a Height Exception and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit "C" – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

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## **LOCATION MAP**



Legend

TCEA Boundary



## **Exhibit B**

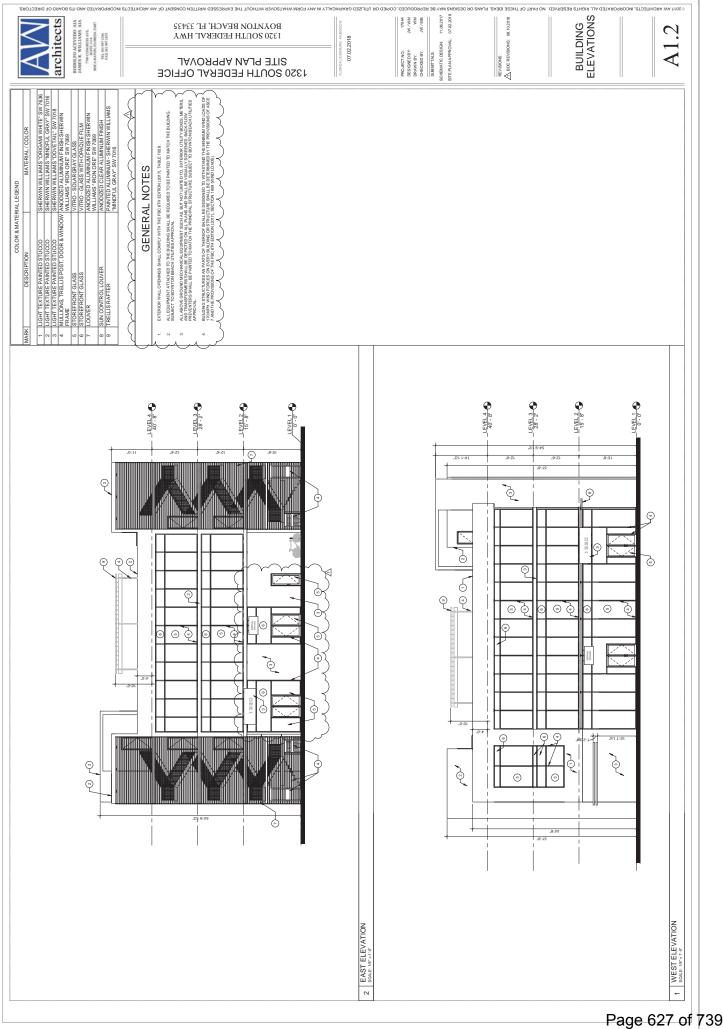












### **EXHIBIT "C"**

Conditions of Approval

Project Name: 1320 S. Federal Hwy. Office Building

File number: HTEX 18-003

Reference: 3rd review of plans identified as a Major Site Plan Modification & Height Exception

with an August 20, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
		1,720201
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES Comments: None		
FIRE		
Comments: None		
POLICE		
Comments: None		
BUILDING		
Comments: None		
PARKS AND RECREATION		
Comments: None		
PLANNING AND ZONING		
Comments: None		
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

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## DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME:		1320 S. Federal Hwy Office Building (MSPM 18-009)		
APPLICANT:		Exsorro One, Inc.		
APPLICANT'S ADDRESS:		217 N. Seacrest Blvd. Boynton Beach, FL 33425		
DATE OF HE	ARING RATIFICA	TION BEFORE CITY COMMISSION: November 7, 2018		
APPROVAL SOUGHT:		Approve the 1320 S. Federal Hwy. Office Building Height Exception to construct an office building in a MU-1 (Mixed Use 1) zoning district that has architectural features up to 54'-10" in height, 9'-10" above the allowable height maximum.		
LOCATION O	F PROPERTY:	Northeast corner of the intersection of Riviera Drive and Federal Highway		
DRAWING(S)	): SEE EXHIBIT "	B" ATTACHED HERETO.		
	nearing stated ab	was presented to the City Commission of the City of Boynton Beach, Florida on ove. The City Commission having considered the approval sought by the from the applicant, members of city administrative staff and the public finds as		
1.		e approval sought was made by the Applicant in a manner consistent with the the City's Land Development Regulations.		
2.	The Applicant _X HA HAS	S NOT		
	established by s	ubstantial competent evidence a basis for the approval requested.		
3.		or development requested by the Applicant, administrative staff, or suggested d supported by substantial competent evidence are as set forth on Exhibit "C" cluded."		
4.		request is hereby NTED subject to the conditions referenced in paragraph 3 above. IED		
5.	This Order shall	take effect immediately upon issuance by the City Clerk.		
6.	All further deve conditions of this	lopment on the property shall be made in accordance with the terms and order.		
7.	Other:			
DATED:				
		City Clerk		

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**COMMISSION MEETING DATE: 10/16/2018** 

### **REQUESTED ACTION BY COMMISSION:**

**PROPOSED ORDINANCE NO. 18-024 - SECOND READING -** Approve Good Stone Townhomes annexation (ANNEX 18-001) Applicant: Good Stone, LLC.

**PROPOSED ORDINANCE NO. 18-025 - SECOND READING -** Approve Good Stone Townhomes Future Land Use Map Amendment (LUAR 18-002) from Palm Beach County's Commercial High with a maximum density of 5 dwelling units/acre (CH/5) to Special High Density Residential (SHDR). Applicant: Good Stone, LLC.

**PROPOSED ORDINANCE NO. 18-026 - SECOND READING -** Approve Good Stone Townhomes Rezoning (LUAR 18-002) from Palm Beach County's Commercial General (CG) to Infill Planned Unit Development (IPUD). Applicant: Good Stone, LLC.

#### **EXPLANATION OF REQUEST:**

The subject 0.30 acre parcel, presently vacant, is located within the 31-acre unincorporated county pocket east of Federal Highway at the southern edge of the City. The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County's designations in order to develop the property with four (4) three-story townhomes.

The proposed annexation meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets. In fact, the annexation action would reduce the existing county pocket.

The proposed City's FLUM category and zoning district differ significantly from the property's existing Palm Beach County's classification and zoning in that it does not allow commercial uses and permits much higher residential density—20 du/acre versus 5 du/acre.

If annexation is approved, the property will be considered for inclusion in the Community Redevelopment Area. The CRA Plan does not provide future land use recommedations for land in unincorporated areas which abut the CRA boundary. Nevertheless, the proposed SHDR future land use category may be construed to be consistent with the intent of the Plan, which recommends SHDR for the nearby City communities north and west of the subject property (the FLU designation that they already have). Moreover, the property abuts residential uses in the unincorporated County to the east and south, which further justifies the choice of residential-only classification.

Planning and Development Board recommended approval of these requests at its August 28, 2018 meeting.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** No significant impact on either programs or services.

**FISCAL IMPACT:** The project will contribute to the City's tax base.

ALTERNATIVES: None recommended	
STRATEGIC PLAN:	
STRATEGIC PLAN APPLICATION: N/A	
CLIMATE ACTION:	
CLIMATE ACTION DISCUSSION: N/A	
Is this a grant?	
Grant Amount:	
ATTACHMENTS:	
Type	Description

#### Type Good Stone Annexation Ordinance D Ordinance Ordinance approving Land Use Amendment for Ordinance D Good Stone Ordinance D Ordinance approving Good Stone Rezoning D Staff Report Staff Report Exhibit A. Location Map Aerial Location Map D Exhibit B. Proposed FLU D Location Map Exhibit C. Proposed Zoning **Location Map** Exhibit D. PBC annexation letter D Letter

1	ORDINANCE NO. 18 -
2	AN ORDINANCE OF THE CITY OF BOYNTON BEACH,
4	FLORIDA, ANNEXING 0.30 ACRE OF LAND THAT IS
5	CONTIGUOUS TO THE CITY LIMITS WITHIN PALM BEACH
6	COUNTY AND THAT WILL, UPON ANNEXATION,
7	CONSTITUTE A REASONABLY COMPACT ADDITION TO THE
8	CITY BOUNDARIES; PROVIDING THAT THE PROPER LAND
9	USE DESIGNATION AND PROPER ZONING OF THE PROPERTY SHALL BE REFLECTED IN SEPARATE
10 11	ORDINANCES TO BE PASSED SIMULTANEOUSLY
12	HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY,
13	AND AN EFFECTIVE DATE; PROVIDING THAT THIS
14	ORDINANCE SHALL BE FILED WITH THE CLERK OF THE
15	CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA, UPON
16	ADOPTION.
17	
18	WHEREAS, the Comprehensive Plan for the City of Boynton Beach requires the
19	development of an Annexation Program; and
20	WHEREAS, Good Stone, LLC., owner, by and through its agent, Miller Land
21	Planning, Inc, of the property more particularly described hereinafter, have heretofore filed a
22	Petition, pursuant to Chapter 2, Article II, Section 2A of the Land Development Regulations,
23	City of Boynton Beach, Florida, for the purpose of annexing a certain tract of land consisting
24	of approximately 0.30 acre; and
25	WHEREAS, the City of Boynton Beach hereby exercises its option to annex the
26	following tract of land as hereinafter described, in accordance with Article I, Section 6 of the
27	Charter of the City and Section 171.044, and 171.062(2), Florida Statutes; and
28	WHEREAS, said tract of land lying and being within Palm Beach County is
29	contiguous to the existing city limits of the City of Boynton Beach, and will, upon its
30	annexation, constitute a reasonably compact addition to the City boundary.
31	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
32	OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
	C:\Program Files (x86)\neevia.com\docConverterPro\temp\NVDC\593114AE-8110-42D8-864D-4A8ABF851A10\Boynton Beach.12809.1.AnnexationGood_Stone_Townhomes.doc

- 33 Section 1. That each and every Whereas clause is true and correct.
- 34 Section 2. Pursuant to Article I, Section 6 of the Charter of the City of Boynton
- 35 Beach, Florida and Section 171.044, Florida Statutes the following described
- unincorporated and contiguous tract of land situated and lying and being in the County of
- 37 Palm Beach, Florida, to wit:
- 38 PARCEL 1
- 39 A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH,
- 40 RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY
- 41 DESCRIBED AS FOLLOWS:
- 42 FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID GOVERNMENT
- 43 LOT 1 OF SAID SECTION 4 WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD
- 44 NO. 5, RUN NORTH 17°13'16" EAST, ALONG SAID RIGHT-OF-WAY LINE, 52.55 FEET TO
- THE POINT IN THE NORTH LINE OF TRADE WINDS ESTATES FIRST ADDITION,
- 46 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 44, OF THE
- 47 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE
- 48 NORTHERLY ALONG THE SAME COURSE, A DISTANCE OF 28.52 FEET TO THE POINT
- 49 OF BEGINNING AND THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN
- 50 DESCRIBED; THENCE NORTH 89°18'46" EAST, PARALLEL TO THE NORTH LINE OF SAID
- 51 TRADE WINDS ESTATES FIRST ADDITION, A DISTANCE OF 108 FEET; THENCE NORTH
- 52 17°13'16" EAST, PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE
- ROAD NO.5, A DISTANCE OF 49.85 FEET TO A POINT IN A LINE PARALLEL TO THE
- 54 NORTH LINE OF SAID TRADE WINDS ESTATES FIRST ADDITION, AND 75 FEET
- NORTHERLY THEREFROM, MEASURED ALONG A LINE PARALLEL TO THE WEST
- 56 RIGHT-OF-WAY LINE OF THE INTERCOASTAL WATERWAY; THENCE NORTH 89°18'46"
- 57 EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 44.78 FEET, MORE OR LESS TO A
- 58 POINT 734.91 FEET WESTERLY FROM, MEASURED ALONG SAID PARALLEL LINE, THE
- 59 WESTERLY RIGHT-OF-WAY LINE OF SAID INTERCOASTAL WATERWAY, A DISTANCE
- 60 OF 69.16 FEET TO A POINT IN THE SOUTH LINE OF A PRIVATE ROAD; THENCE NORTH
- 61 05°26'06" EAST, PARALLEL TO SAID SOUTH LINE OF PRIVATE ROAD; THENCE
- 62 WESTERLY ALONG THE SOUTH LINE OF SAID PRIVATE ROAD, BEING THE ARC OF A
- 63 CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 102.47 FEET, A
- 64 DISTANCE OF 20.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°18'46"
- 65 WEST PARALLEL TO THE NORTH LINE OF SAID TRADE WINDS ESTATES FIRST
- 66 ADDITION, AND ALONG THE SOUTH LINE OF SAID PRIVATE ROAD, A DISTANCE OF
- 67 118.42 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF LINE OF SAID STATE
- 68 ROAD NO. 5; THENCE SOUTH 17°13'16" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY
- 69 LINE, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING.
- 70 **PARCEL 2**
- 71 A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH,
- 72 RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY
- 73 DESCRIBED AS FOLLOWS:
- 74 COMMENCING FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S
- 75 HIGHWAY NO. 1 (STATE ROAD NO. 5) A 100 FOOT RIGHT OF WAY AS SHOWN ON THE
- 76 FLORIDA DEPT. OF TRANSPORTATION RIGHT OF WAY MAP SECTION 9301-205, WITH
- 77 THE NORTH LINE OF TRADE WINDS ESTATES FIRST ADDITION, AS RECORDED IN
- 78 PLAT BOOK 22, PAGE 44, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY,

79 80 81 82 83 84 85 86 87 88 90 91 92 93	FLORIDA; THENCE NORTH 17°13′16″ EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.52 FEET; THENCE NORTH 89°18′46″ EAST ALONG A LINE PARALLEL TO, AND 27.14 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF TRADE WINDS ESTATES FIRST ADDITION, A DISTANCE OF 90.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18′40″ EAST A DISTANCE OF 5.84 FEET; THENCE NORTH 11°48′40: EAST ALONG THE EAST (WATER SIDE) EDGE OF A CONCRETE SEAWALL, A DISTANCE OF 42.44 FEET; THENCE NORTH 88°32′42″ EAST ALONG THE SOUTH (WATER SIDE) EDGE OF SAID CONCRETE SEAWALL, A DISTANCE OF 44.51 FEET; THENCE NORTH 05°26′06″ EAST A DISTANCE OF 5.44 FEET; THENCE SOUTH 89°18′46″ WEST ALONG THE BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8002, PAGE 740, A DISTANCE OF 44.78 FEET; THENCE SOUTH 17°13′16″ WEST ALONG THE BOUNDARY OF SAID PARCEL, A DISTANCE OF 49.85 FEET TO THE POINT OF BEGINNING.
95	and become part of the City with the same force and effect as though the same had been
96	originally incorporated in the territorial boundaries thereof.
97	Section3: That Section 6 of the Charter of the City of Boynton Beach, Florida, is
98	hereby amended to reflect the annexation of said tract of land more particularly described in
99	Section 2 of this Ordinance.
100	Section 4: That by Ordinances adopted simultaneously herewith, the proper City
101	zoning designation and Land Use category is being determined as contemplated in Section
102	171.162(2), Florida Statutes.
103	Section 5. All ordinances or parts of ordinances in conflict herewith are hereby
104	repealed.
105	Section 6: Should any section or provision of this Ordinance or any portion thereof
106	be declared by a court of competent jurisdiction to be invalid, such decision shall not affect
107	the remainder of this Ordinance.
108	Section 7: This Ordinance shall not be passed until the same has been advertised
109	for two (2) consecutive weeks in a newspaper of general circulation in the City of Boynton
110	Beach, Florida, as required by the City Charter and Section 171.044, Florida Statutes.
	$\label{lem:composition} C:\Program\ Files\ (x86)\neevia.com\\\docConverterPro\\\temp\\\NVDC\\\593114AE-8110-42D8-864D-4A8ABF851A10\\\Boynton\ Beach.12809.1.\Annexation\\\temp\\\docConverterPro\\\temp\\\docConverterPro\\\temp\\\docConverterPro\\\temp\\\docConverterPro\\\temp\\\docConverterPro\\\temp\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConverterPro\\\docConve$

1			
2	Section 8.	This ordinance shall become effective immediate	ly upon passage.
3	Section 9.	This ordinance, after adoption, shall be filed v	vith the Clerk of the
1	Circuit Court of Paln	n Beach County, Florida.	
	FIRST REAI	DING this, 2018.	
	SECOND, FI	NAL READING and PASSAGE this day of	f, 2018.
		CITY OF BOYNTON BEACH, F	LORIDA
			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)		

1 2	ORDINANCE NO. 18-
3 4 5 6 7	AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS GOOD STONE TOWNHOMES AND DESCRIBED HEREIN, OWNED BY GOOD
8 9 10 11 12 13	STONE, LLC; CHANGING THE LAND USE DESIGNATION FROM COMMERCIAL HIGH WITH THE UNDERLYING MEDIUM DENSITY RESIDENTIAL MR-5, MAX DENSITY OF 5 DU/AC (CH/5) TO SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
14	WHEREAS, the City Commission of the City of Boynton Beach, Florida has
15	adopted a City of Boynton Beach Comprehensive Plan and as part of said Plan a Future Land
16	Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government
17	Comprehensive Planning Act; and
18	WHEREAS, the procedure for amendment of a Future Land Use Element of a
19	Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and
20	WHEREAS, after two (2) public hearings the City Commission acting in its dual
21	capacity as Local Planning Agency and City Commission finds that the amendment
22	hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it
23	in the best interest of the inhabitants of said City to amend the Future Land Use Element
24	(designation) of the Comprehensive Plan as hereinafter provided.
25	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
26	CITY OF BOYNTON BEACH, FLORIDA, THAT:
27	Section 1: The foregoing WHEREAS clauses are true and correct and incorporated
28	herein by this reference.
29	Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect that the
30	Future Land Use of the following described land:
31	PARCEL 1

- A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 32
- 33 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
- 34 FOLLOWS:
- 35 FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID GOVERNMENT LOT
- 36 1 OF SAID SECTION 4 WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5,
- 37 RUN NORTH 17°13'16" EAST, ALONG SAID RIGHT-OF-WAY LINE, 52.55 FEET TO THE POINT
- IN THE NORTH LINE OF TRADE WINDS ESTATES FIRST ADDITION, ACCORDING TO THE 38
- 39 PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 44, OF THE PUBLIC RECORDS OF
- 40 PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE NORTHERLY ALONG THE SAME
- 41 COURSE, A DISTANCE OF 28.52 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST
- 42 CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89°18'46" EAST,
- 43 PARALLEL TO THE NORTH LINE OF SAID TRADE WINDS ESTATES FIRST ADDITION, A
- DISTANCE OF 108 FEET; THENCE NORTH 17°13'16" EAST, PARALLEL TO THE EASTERLY 44
- 45 RIGHT-OF-WAY LINE OF SAID STATE ROAD NO.5, A DISTANCE OF 49.85 FEET TO A POINT
- 46 IN A LINE PARALLEL TO THE NORTH LINE OF SAID TRADE WINDS ESTATES FIRST
- ADDITION, AND 75 FEET NORTHERLY THEREFROM, MEASURED ALONG A LINE 47
- PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF THE INTERCOASTAL WATERWAY; 48 49 THENCE NORTH 89°18'46" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 44.78 FEET,
- 50 MORE OR LESS TO A POINT 734.91 FEET WESTERLY FROM, MEASURED ALONG SAID
- 51 PARALLEL LINE, THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERCOASTAL
- 52 WATERWAY, A DISTANCE OF 69.16 FEET TO A POINT IN THE SOUTH LINE OF A PRIVATE
- 53 ROAD; THENCE NORTH 05°26'06" EAST, PARALLEL TO SAID SOUTH LINE OF PRIVATE
- 54 ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PRIVATE ROAD, BEING THE
- 55 ARC OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 102.47 FEET, A
- 56 DISTANCE OF 20.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°18'46" WEST
- PARALLEL TO THE NORTH LINE OF SAID TRADE WINDS ESTATES FIRST ADDITION, AND 57
- 58 ALONG THE SOUTH LINE OF SAID PRIVATE ROAD, A DISTANCE OF 118.42 FEET TO A POINT
- IN THE EASTERLY RIGHT-OF-WAY OF LINE OF SAID STATE ROAD NO. 5; THENCE SOUTH 59
- 60 17°13'16" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120 FEET
- 61 TO THE POINT OF BEGINNING.
- 62 PARCEL 2
- 63 A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH, RANGE
- 64 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
- 65 FOLLOWS:
- COMMENCING FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE 66
- 67 OF U.S HIGHWAY NO. 1 (STATE ROAD NO. 5) A 100 FOOT RIGHT OF WAY AS
- SHOWN ON THE FLORIDA DEPT. OF TRANSPORTATION RIGHT OF WAY MAP 68
- 69 SECTION 9301-205, WITH THE NORTH LINE OF TRADE WINDS ESTATES FIRST
- 70 ADDITION, AS RECORDED IN PLAT BOOK 22, PAGE 44, OF THE PUBLIC
- RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 17°13'16" EAST 71
- 72 ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.52 FEET; THENCE
- 73 NORTH 89°18'46" EAST ALONG A LINE PARALLEL TO, AND 27.14 FEET NORTH
- OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF TRADE WINDS 74
- 75 ESTATES FIRST ADDITION, A DISTANCE OF 90.13 FEET TO THE POINT OF
- BEGINNING; THENCE CONTINUE NORTH 89°18'40" EAST A DISTANCE OF 5.84 76
- 77 FEET; THENCE NORTH 11°48'40: EAST ALONG THE EAST (WATER SIDE) EDGE
- 78 OF A CONCRETE SEAWALL, A DISTANCE OF 42.44 FEET; THENCE NORTH
- 88°32'42" EAST ALONG THE SOUTH (WATER SIDE) EDGE OF SAID CONCRETE 79
- SEAWALL, A DISTANCE OF 44.51 FEET; THENCE NORTH 05°26'06" EAST A 80 DISTANCE OF 5.44 FEET; THENCE SOUTH 89°18'46" WEST ALONG THE 81
- BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8002, PAGE 82
- 740, A DISTANCE OF 44.78 FEET; THENCE SOUTH 17°13'16" WEST ALONG THE 83

	BOUNDARY OF SAID PARCEL, A DISTANCE OF 49.85 FEET TO THE POINT C BEGINNING.	F
	is amended from Commercial High with the underlying Medium Density Residential MR-	5,
l	max density of 5 du/ac (CH/5) to: SPECIAL HIGH DENSITY RESIDENTIAL (SHDR	3).
	Section 3: This Ordinance shall take effect on adoption, subject to the review, chall	lenge,
	or appeal provisions provided by the Florida Local Government Comprehensive Plannin	g and
	Land Development Regulation Act. No party shall be vested of any right by virtue of	of the
	adoption of this Ordinance until all statutory required review is complete and all legal challe	enges,
	including appeals, are exhausted. In the event that the effective date is established by state	te law
	or special act, the provisions of state act shall control.	
	FIRST READING this day of, 2018.	
	SECOND, FINAL READING and PASSAGE this day of, 20	18.
	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)	

1	ORDINANCE NO. 18-	
2 3 4 5 6 7 8 9	AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS GOOD STONE TOWNHOMES FROM COMMERCIAL GENERAL (CG) TO INFILL PLANNED UNIT DEVELOPMENT (IPUD); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.	
11	WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted	
12	Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and	
13	WHEREAS, the City of Boynton Beach has made application to rezone land, said land	
14	being more particularly described hereinafter, from Commercial General (CG) to INFILI	
15	PLANNED UNIT DEVELOPMENT (IPUD); and	
16	WHEREAS, the City Commission conducted public hearings as required by law and	
17	heard testimony and received evidence which the Commission finds supports a rezoning for the	
18	property hereinafter described; and	
19	WHEREAS, the City Commission deems it in the best interests of the inhabitants of	
20	said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.	
21	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF	
22	THE CITY OF BOYNTON BEACH, FLORIDA, THAT:	
23	<u>Section 1.</u> The foregoing Whereas clauses are true and correct and incorporated	
24	herein by this reference.	
25	<u>Section 2.</u> The land herein described be and the same is hereby rezoned from	
26	Commercial General (CG) to INFILL PLANNED UNIT DEVELOPMENT (IPUD). A location	
27	map is attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Lega	
28	Description:	
29 30 31 32 33 34 35 36 37 38	PARCEL 1 A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID GOVERNMENT LOT 1 OF SAID SECTION 4 WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, RUN NORTH 17°13′16″ EAST, ALONG SAID RIGHT-OF-WAY LINE, 52.55 FEET TO THE POINT IN THE NORTH LINE OF TRADE WINDS ESTATES FIRST ADDITION,	

- 39 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 44, OF THE
- 40 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE
- 41 NORTHERLY ALONG THE SAME COURSE, A DISTANCE OF 28.52 FEET TO THE POINT OF
- 42 BEGINNING AND THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN
- 43 DESCRIBED; THENCE NORTH 89°18'46" EAST, PARALLEL TO THE NORTH LINE OF SAID
- 44 TRADE WINDS ESTATES FIRST ADDITION, A DISTANCE OF 108 FEET; THENCE NORTH
- 45 17°13'16" EAST, PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE
- 46 ROAD NO.5, A DISTANCE OF 49.85 FEET TO A POINT IN A LINE PARALLEL TO THE
- NORTH LINE OF SAID TRADE WINDS ESTATES FIRST ADDITION, AND 75 FEET
- 48 NORTHERLY THEREFROM, MEASURED ALONG A LINE PARALLEL TO THE WEST
- 49 RIGHT-OF-WAY LINE OF THE INTERCOASTAL WATERWAY; THENCE NORTH 89°18'46"
- 50 EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 44.78 FEET, MORE OR LESS TO A
- 51 POINT 734.91 FEET WESTERLY FROM, MEASURED ALONG SAID PARALLEL LINE, THE
- 52 WESTERLY RIGHT-OF-WAY LINE OF SAID INTERCOASTAL WATERWAY, A DISTANCE
- OF 69.16 FEET TO A POINT IN THE SOUTH LINE OF A PRIVATE ROAD; THENCE NORTH
- 54 05°26'06" EAST, PARALLEL TO SAID SOUTH LINE OF PRIVATE ROAD; THENCE
- 55 WESTERLY ALONG THE SOUTH LINE OF SAID PRIVATE ROAD, BEING THE ARC OF A
- 56 CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 102.47 FEET, A DISTANCE
- 57 OF 20.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°18'46" WEST PARALLEL
- 58 TO THE NORTH LINE OF SAID TRADE WINDS ESTATES FIRST ADDITION, AND ALONG
- 59 THE SOUTH LINE OF SAID PRIVATE ROAD, A DISTANCE OF 118.42 FEET TO A POINT IN
- THE EASTERLY RIGHT-OF-WAY OF LINE OF SAID STATE ROAD NO. 5; THENCE SOUTH
- 61 17°13'16" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120
- 62 FEET TO THE POINT OF BEGINNING.

#### 63 PARCEL 2

- 64 A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 46 SOUTH, RANGE
- 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
- 66 AS FOLLOWS:
- 67 COMMENCING FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S.
- 68 HIGHWAY NO. 1 (STATE ROAD NO. 5) A 100 FOOT RIGHT OF WAY AS SHOWN ON THE
- 69 FLORIDA DEPT. OF TRANSPORTATION RIGHT OF WAY MAP SECTION 9301-205, WITH
- 70 THE NORTH LINE OF TRADE WINDS ESTATES FIRST ADDITION, AS RECORDED IN PLAT
- 71 BOOK 22, PAGE 44, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
- 72 THENCE NORTH 17°13'16" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE
- 73 OF 28.52 FEET; THENCE NORTH 89°18'46" EAST ALONG A LINE PARALLEL TO, AND 27.14
- 74 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF TRADE
- 75 WINDS ESTATES FIRST ADDITION, A DISTANCE OF 90.13 FEET TO THE POINT OF
- 76 BEGINNING: THENCE CONTINUE NORTH 89°18'40" EAST A DISTANCE OF 5.84 FEET;
- 77 THENCE NORTH 11°48'40: EAST ALONG THE EAST (WATER SIDE) EDGE OF A CONCRETE
- 78 SEAWALL, A DISTANCE OF 42.44 FEET; THENCE NORTH 88°32'42" EAST ALONG THE
- 79 SOUTH (WATER SIDE) EDGE OF SAID CONCRETE SEAWALL, A DISTANCE OF 44.51 FEET;
- THENCE NORTH 05°26'06" EAST A DISTANCE OF 5.44 FEET; THENCE SOUTH 89°18'46"
- 81 WEST ALONG THE BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK
- 82 8002, PAGE 740, A DISTANCE OF 44.78 FEET; THENCE SOUTH 17°13'16" WEST ALONG
- 83 THE BOUNDARY OF SAID PARCEL, A DISTANCE OF 49.85 FEET TO THE POINT OF
- 84 BEGINNING.

87	Section 3. That the aforesaid Revised Zoning Map of the C	ity shall	be amen	ıded
88	accordingly.			
89	Section 4. All ordinances or parts of ordinances in conflict herewit	th are hei	reby repea	ıled.
90	Section 5. Should any section or provision of this Ordinance or any portion thereof be			
91	declared by a court of competent jurisdiction to be invalid, such decision	on shall	not affect	the
92	remainder of this Ordinance.			
93	Section 6. This ordinance shall become effective immediately up	on passa	ge.	
94	FIRST READING this day of, 2018.			
95	SECOND, FINAL READING and PASSAGE this day of	, 2	018.	
96 97 98	CITY OF BOYNTON BEACH, FLORIDA	YES	NO	
99 100	Mayor – Steven B. Grant			
101 102	Vice Mayor – Christina L. Romelus			
103 104	Commissioner – Mack McCray			
105 106	Commissioner – Justin Katz			
107 108	Commissioner – Joe Casello			
109 110	VOTE ATTEST:		-	
111 112				
113 114				
115 116 117 118	Judith A. Pyle, CMC City Clerk			

(Corporate Seal)

### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-046 STAFF REPORT

TO: Chair and Members

Planning and Development Board

THRU: Michael Rumpf

Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: August 10, 2018

PROJECT: Good Stone Townhomes

ANNEX 18-001 / LUAR 18-002

REQUEST: Approve Good Stone Townhomes annexation, Future Land Use Map

amendment from Palm Beach County's Commercial High with a maximum density of 5 dwelling units/acre (CH/5) to Special High Density Residential (SHDR), and rezoning from Palm Beach County's Commercial General (CG) to Infill Planned Unit

Development (IPUD).

______

### PROJECT DESCRIPTION

Property Owner/

Applicant: Good Stone, LLC

Agent: Christi Tuttle / Miller Land Planning, Inc.

Location: Southeast corner of Federal Highway and Chukker Road (Exhibit

"A")

Existing FLU/

Zoning: Commercial High with the underlying Medium Density Residential

MR-5, max density of 5 du/ac (CH/5) / Commercial General (CG) -

Palm Beach County

Proposed FLU/

Zoning: Special High Density Residential (SHDR) / Infill Planned Unit

Development (IPUD); see Exhibits "B" and "C"

Acreage: 0.30 acres

Page 2 Good Stone Townhomes ANNEX 18-001 / LUAR 18-002

Proposed Use: Four townhomes

Adjacent Uses:

North: Right-of-way for Chukker Road and farther north, a developed

multifamily residential community (Waterside), classified Local Special High Density Residential (SHDR) and zoned Infill Planned

Unit Development (IPUD);

South: Developed single-family home, classified Commercial High with

max density of 5 du/ac (CH/5) and zoned RS, Single-Family

Residential (Palm Beach County);

East: On the north east, developed single-family home, classified

Medium Residential (MR-5) and zoned RM, Multi-Family Residential (Palm Beach County); on the south east, a finger canal

leading to the Intracoastal Waterway;

West: Right-of-way for North Federal Highway; farther west, residential

community of Seaborne Cove, classified Special High Density Residential (SHDR) and zoned Infill Planned Unit Development

(IPUD).

### **BACKGROUND**

The subject 0.30 acre parcel, presently vacant, is located within the 31-acre unincorporated county pocket east of Federal Highway at the southern edge of the City. The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County's designations in order to develop the property with four (4) three-story townhomes. Annexation, FLUM amendment, rezoning and the new site plan are processed concurrently.

Preliminary review of the proposed annexation by staff indicates that it meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets—on the contrary, it reduces the existing county pocket.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on April 27, 2018 staff sent a notification of the proposed annexation to the Palm Beach County Administrator and Planning Director. County staff and service delivery agencies reviewed the application and have not identified any inconsistencies with Chapter 171 (Exhibit "D".) Note that the County will not require the City to assume ownership of Chukker Road as a prerequisite for

Page 3 Good Stone Townhomes ANNEX 18-001 / LUAR 18-002

annexation.

If annexation is approved, the property will be considered for inclusion in the Community Redevelopment Area. The adjustment to the CRA boundary is being processed concurrently.

### **REVIEW BASED ON CRITERIA**

The following criteria used to review Comprehensive Plan Map amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and D.3:

a. <u>Demonstration of Need</u>. A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.

The subject FLUM reclassification and rezoning are requested in conjunction with a privately-initiated annexation, which requires concurrent applications for same.

The proposed City's FLUM category and zoning district differ significantly from the property's existing Palm Beach County's classification and zoning in that it does not allow commercial uses and permits much higher residential density—20 du/acre versus 5 du/acre. The residential-only SHDR proposed for the property is consistent with the FLUM classification of the nearby communities within the City; moreover, the property abuts residential uses in the unincorporated County to the east and south, which further justifies the choice of residential-only classification (see also responses to criteria "b" and "c').

**b.** <u>Consistency.</u> Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.

Consistency with Comprehensive Plan/ CRA Community Redevelopment Plan

Firstly, the FLUM amendment and rezoning are requested in conjuction with annexation, which is encouraged by the Comprehensve Plan's Land Use Element's Objective 1.15, especially if it contributes to the reduction of an existing county pocket:

Objective 1.15 The City will continue to expand through annexation of enclaves, pockets and other contiguous properties.

The concurrent FLUM amendment and rezoning are required per Policy 1.15.3:

### Policy 1.15.3

The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district.

The CRA Community Redevelopment Plan does not provide future land use recommedations for lands in the unincorporated Palm Beach county which abut the CRA boundary and which may be annexed to the City and included in the CRA in the future. Nevertheless, the proposed SHDR future land use category for the subject property may be construed to be consistent with the intent of the Plan, which recommends SHDR for the nearby City communities north and west of the subject property—the FLU designation that they already have. Even though the Plan recommends Mixed Use Low (MXL) FLU category for three already annexed areas south of Turner Road on the east side of Federal Highway, staff opines that arguments supporting the proposed residential-only SHDR are stronger, including the above mentioned proximity of the SHDR-classified lands as well as the residential character of the neighborhood abutting the property to the east and south.

### Consistency with Land Development Regulations (LDR)

The application for the new site plan complies with the regulations and intent of the IPUD zoning district.

c. <u>Land Use Pattern</u>. Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.

The proposed FLU and zoning district would not be contrary to the established land use pattern or create an isolated zoning district, nor would it constitute a grant of special privilege to an individual property owner. The predominant land use in the area is residential and, as stated in response to criterion "b," the developments north and west of the subject property within the City carry the same FLU classification and zoning designation as requested by the applicant.

Also note that the the property's current County FLU of Commercial High Uses and, specifically, zoning district of Commercial General is to "encourage the development of intensive commercial uses providing a wide range of goods and services, with access from a collector or arterial street and services a consumer market of at least a three mile radius." Arguably, although the subject property fronts on an arterial, it is too small to accommodate uses as described above (PBC Unified Land Development Code), and the presence of the single-family neighborhood abutting the property on the east would be a strong argument against commercial uses.

d. <u>Sustainability</u>. Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

The proposed FLUM amendment and rezoning does not meet the sustainability characteristics except for access to public transportation (the Palm Tran bus routes along Federal Highway). The proposed FLU and zoning do not allow commercial uses; as per the response to criterion "c," the parcel is too small to accommodate a mix of (complementary) uses.

**e.** <u>Availability of Public Services / Infrastructure</u>. All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.

<u>Water and Sewer.</u> The Utilities Department has confirmed long-term capacity availability for potable water and sewer at the maximum density and intensity allowed under the requested land use classification and zoning designation.

<u>Solid Waste.</u> The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

<u>Drainage</u>. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

*Traffic*. Traffic impact will be reviewed as part of the site plan.

<u>The School Capacity Availability Determination (SCAD) for PBC School District.</u>
The district's review of the SCAD letter submitted by the applicant conluded that the proposed development will have negative impact on the public school system. In order to address the school capacity deficiency at the high school level, the property owner is required to contribute \$11,827 to the School District of Palm Beach County prior to issuance of the first building permit. This school capacity contribution is intended to supplement the required school impact fee.

- **f.** <u>Compatibility</u>. The application shall consider the following factors to determine compatibility:
  - (1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The response to the criterion "f(1)" is similar to the one provided in discussion of criteria "a," "b" and "c": the developments north and west of the subject property within the City carry the same FLU classification and zoning designation as requested by the applicant. The proposed FLU and zoning district will support a residential project in the area dominated by residential uses; moreover, the project design will be sensitive to the character of the abutting single-family neighborhood to the east. The values of adjacent and nearby properties are unlikely to be negatively affected (note, again, that the parcel could have been developed with a commercial use under the County's zoning.)

- g. <u>Direct Economic Development Benefits.</u> For rezoning/FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:
  - (1) Further implementation of the Economic Development (ED) Program;
  - (2) Contribute to the enhancement and diversification of the City's tax base;
  - (3) Respond to the current market demand or community needs or provide services or retail choices not locally available;
  - (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
  - (5) Represent innovative methods/technologies, especially those promoting sustainability;
  - (6) Be complementary to existing uses, thus fostering synergy effects; and
  - (7) Alleviate blight/economic obsolescence of the subject area.

Since the proposed FLU amendment/rezoning will support a small residential project of four townhomes, the main economic development benefit of this action will be the project's contribution to the City's tax base.

- **h.** <u>Commercial and Industrial Land Supply.</u> The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:
  - (1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
  - (2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

As already discussed earlier is this report, the residential future land use and zoning is appropriate for the subject property. Even though its current County's FLU supports commercial development, its small size has likely been a chief factor behind the lack of investors' interest. The presence of developed single-family homes east and south of the property was likewise not conducive to commercial development.

- i. <u>Alternative Sites.</u> Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.
  - N/A. The FLUM and rezoning requests are being considered in conjunction with annexation.
- j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u>
  When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.

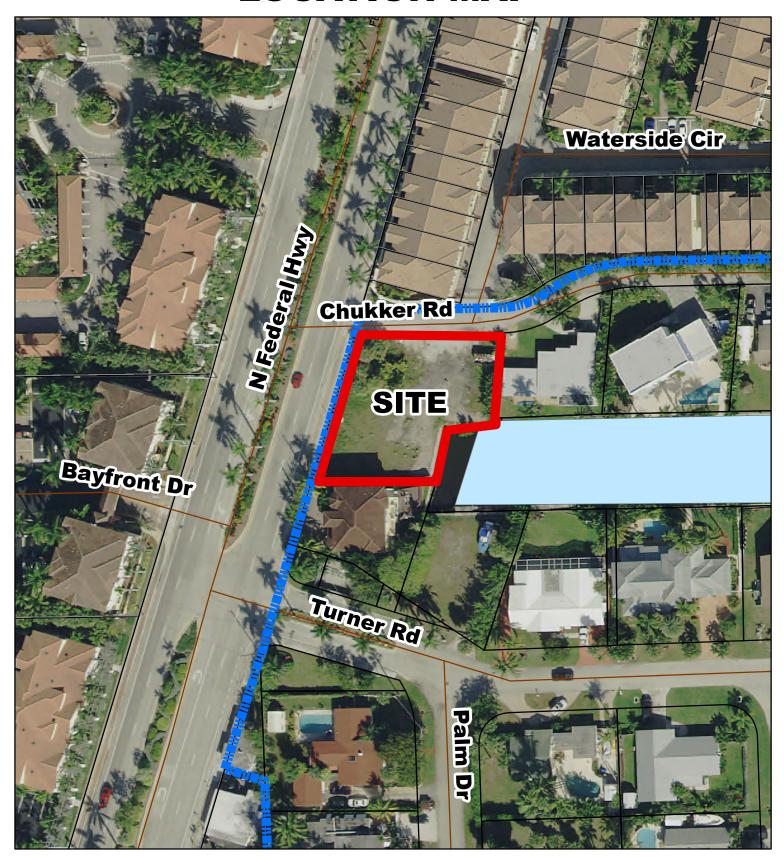
The application for the new site plan complies with the regulations and intent of the IPUD zoning district.

### CONCLUSION/RECOMMENDATION

As indicated herein, staff has reviewed the proposed annexation, future land use amendment and rezoning and determined that they are consistent with the policies of the Comprehensive Plan, and the proposed annexation reduces the size of the PB County unincorporated pocket. Therefore, staff's recommends approval of the subject requests.

S:\Planning\SHARED\WP\PROJECTS\Goodstone Townhomes\LUAR 18-002\LUAR 18-002 Good Stone Townhomes Staff Report.docx

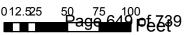
## **LOCATION MAP**



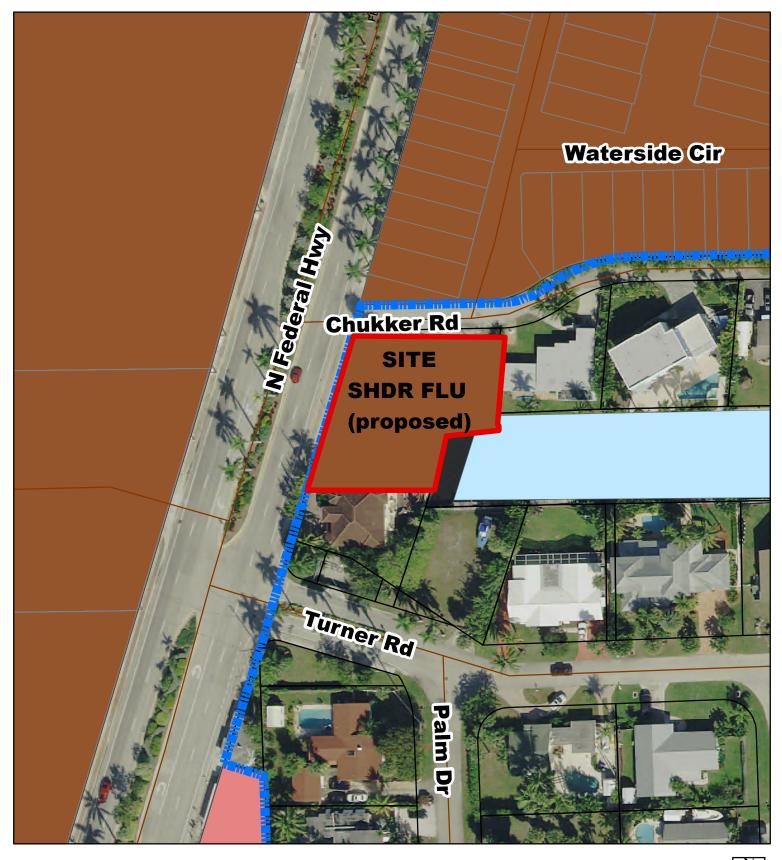
## **LEGEND**

**City boundary** 





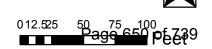
### **GOOD STONE TOWNHOMES LUAR 18-002: FLU AMENDMENT**



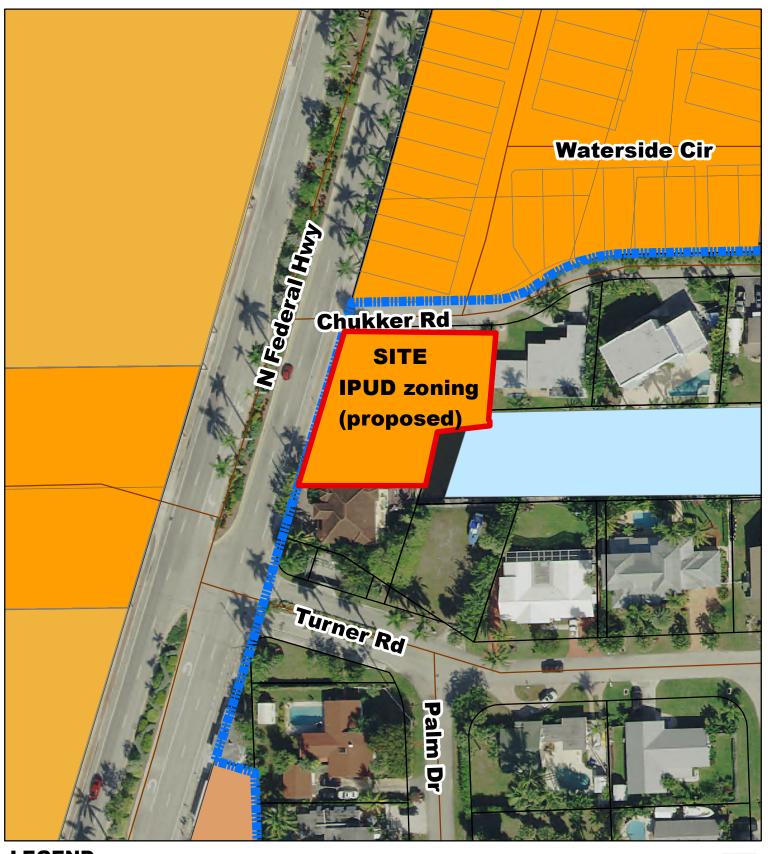
#### **LEGEND**



Local Retail Commercial (LRC) FLU



## **GOOD STONE TOWNHOMES LUAR 18-002: REZONING**



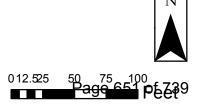
## LEGEND

**City boundary** 

IPUD zoning district

PUD zoning district

**C-3 zoning district** 





#### Department of Planning, Zoning & Building

2300 North Jog Road West Palm Beach, FL 33411-2741 (561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb

#### Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

#### **County Administrator**

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

#### Exhibit D

RECEIVED

MAY 24 2018

PLANNING & ZONING

May 22, 2018

Michael Rumpf Planning and Zoning Director City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33425-0310

RE: Proposed Angexation Good Stone LLC; 2018-08-001

Dear Mr. Rumpf:

Thank you for providing the County advance notice and the opportunity to review the annexation summarized below.

Name	Description
Good Stone LLC	Acres: 0.30
	Location: Southeast corner of N. Federal Hwy and Chukker Rd
2018-08-001	1 st Reading: 7/17/2018 2 nd Reading: 8/7/2018

The proposed annexation was processed through the County's Annexation Review Process. County staff and service delivery agencies reviewed the proposed annexation. After review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes. The Engineering Department requests that the City protect the ultimate right-of-way for Federal Highway. Also, the City should assume ownership of Chukker Road.

If you have questions regarding the Department of Engineering comments, contact Tammy Lee at 561-684-4019. For any other comments or questions, please contact Patricia Behn, Deputy Planning Director, at 561-233-5332.

Sincerely,

Lorenzo Aghemo Planning Director

cc: The Honorable Steven L. Abrams, District 4 Commissioner Faye W. Johnson, Assistant County Administrator Patrick Rutter, PZ&B Executive Director Ramsay Bulkeley, PZ&B Deputy Director Bob Banks, AICP, Chief Land Use County Attorney

Lori LaVerriere, City Manager, Boynton Beach Hanna Matras, Senior Planner, Boynton Beach Patricia Behn, PBC Deputy Planning Director Tammy Lee, PBC Engineering Dept.



**COMMISSION MEETING DATE: 10/16/2018** 

**REQUESTED ACTION BY COMMISSION:** Approve Good Stone Townhomes New Site Plan (NWSP 18-001) to allow construction of a multi-family residential project consisting of four (4), three-story townhomes totaling 12,180 square feet and related site improvements, located on the southeast corner of Federal Highway and Chukker Road. This request is in coordination with applications for Annexation, Future Land Use Amendment, and Rezoning. Applicant: Good Stone, LLC.

#### **EXPLANATION OF REQUEST:**

Bradley Miller, representing Good Stone, LLC, is requesting New Site Plan approval to construct a multi-family residential project consisting of four (4), three-story townhomes totaling 12,180 square feet and related site improvements. Approval of this request is subject to the approval of the corresponding applications for Annexation, Future Land Use Amendment, and Rezoning.

The site area of the project is 0.30 acre. The four (4) dwelling unit townhome building is located along Federal Highway with the front porches facing the street and the private garages internal to the site. Of the four residential units, two are three-bedroom units and two are four-bedroom units. The project proposes a communal recreation space along the water front. The recreation area includes open green areas, a deck, bench, and a trellis covering the proposed BBQ area.

Staff has reviewed the plan set and recommends approval, subject to the attached Conditions of Approval.

The Planning and Development Board recommended approval of the project at the August 28, 2018 meeting.

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

**FISCAL IMPACT:** Additional revenues received from the permit and certificate of use applications, as well as the increased valuation of the property.

**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

- Drawings
- Conditions of Approval
- Development Order

Description

Staff Report (NWSP 18-001)

Exhibit A: Location Map

Exhibit B: Plans

Exhibit C: Conditions of Approval

Development Order

#### DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION MEMORANDUM NO. PZ 18-053 STAFF REPORT

TO:

Chair and Members

Planning and Development Board

THRU:

**Ed Breese** 

Planning & Zoning Administrator

FROM:

Amanda Bassiely, Senior Planner

DATE:

July 23, 2018

PROJECT:

Good Stone Townhomes (NWSP 18-001)

REQUEST:

New Site Plan approval for multi-family residential townhomes consisting of four (4) dwelling units within a three (3)-story building and associated recreational amenities and parking on a 0.30 acre

property.

#### **PROJECT DESCRIPTION**

Property Owner:

Good Stone, LLC

Applicant:

Good Stone, LLC

Agent:

Christi Tuttle / Miller Land Planning, Inc.

Location:

Southeast corner of North Federal Highway and Chukker

Road (Exhibit "A")

Existing FLU/Zoning:

Commercial High with the underlying Medium Density

Residential MR-5, max density of 5 du/ac (CH/5) /

Commercial General (CG) - Palm Beach County

Proposed FLU/Zoning:

Special High Density Residential (SHDR) / Infill Planned Unit

Development (IPUD); see Exhibits "B" and "C"

Acreage:

0.30 acres

Proposed Use:

Four (4) townhomes

Page 2 Good Stone Townhomes NWSP 18-001

Adjacent Uses:

North: Right-of-way for Chukker Road and farther north, a developed

multifamily residential community (Waterside) classified Special High Density Residential (SHDR) and zoned Infill Planned Unit

Development (IPUD);

South: Developed single-family home, classified Commercial High with

max density of 5 du/ac (CH/5) and zoned RS, Single-Family

Residential (Palm Beach County);

East: On the north east, developed single-family home, classified

Medium Residential (MR-5) and zoned RM, Multi-Family Residential (Palm Beach County); on the south east, a finger

canal leading to the Intracoastal Waterway;

West: Right-of-way for Federal Highway; farther west, residential

community of Seaborne Cove, classified Special High Density Residential (SHDR) and zoned Planned Unit Development (PUD).

#### **PROPERTY OWNER NOTIFICATION**

Owners of properties within 400 feet of the subject request were mailed a notice of this request and its respective hearing dates. The applicant certifies that they posted signage and mailed notices in accordance with Ordinance No. 04-007.

#### **BACKGROUND**

The subject 0.30 acre parcel, presently vacant, is located within the 31-acre unincorporated county pocket east of Federal Highway at the southern edge of the City. The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County's designations in order to develop the property with four (4) three-story townhomes. Annexation, FLUM amendment, rezoning and the new site plan are processed concurrently.

#### **BACKGROUND**

Proposal: Miller Land Planning, Inc., agent for the applicant of several

concurrent applications for the development of the Good Stone Townhomes project, is requesting to be annexed into the City of Boynton Beach from Palm Beach County with concurrent Land Use/Re-Zoning Amendment and New Site Plan application approvals. The parcel is currently designated with Commercial

Page 3 Good Stone Townhomes NWSP 18-001

High (CH/5) Land Use and General Commercial Zoning (CG) within Palm Beach County. The applicant is requesting a Future Land Use designation of Special High Density Residential (SHDR) with a maximum of 20 units per acre and Rezoning to Infill Planned Unit Development (IPUD). The applicant is also requesting approval of a New Site Plan for the proposed development consisting of one building with four three-story townhomes totaling 12,180 square feet, parking, and site amenities.

#### **ANALYSIS**

**Concurrency:** 

Traffic: A traffic study was sent to the Palm Beach County Traffic Division

for their review and information and they have responded that the project does not have significant peak hour traffic impact on the roadway network and therefore meets the Traffic Performance

Standards of Palm Beach County.

School: The School District of Palm Beach County review of the School

Capacity Availability Determination letter submitted by the applicant concluded that the proposed development will have negative impact on the public school system. In order to address the school capacity deficiency at the high school level, the property owner is required to contribute \$11,827 to the School District of Palm Beach County prior to issuance of the first building permit. This school capacity contribution is intended to supplement the required school

impact fee.

**Utilities:** 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.

Police/Fire: The Police Department has reviewed the site plan and all review

comments have been acknowledged by the applicant and will be addressed at the time of permitting. The Fire Department notes that they will be able to provide an adequate level of service for this project with current or expected infrastructure and/or staffing levels. Further plan review by Police and Fire will occur during the building

permit process.

**Drainage:** Conceptual drainage information was provided for the City's review.

The Engineering Division has found the conceptual information to be adequate and is recommending that the review of specific

drainage solutions be deferred until time of permit review.

Page 4 Good Stone Townhomes NWSP 18-001

#### Access:

One (1) point of ingress/egress is proposed for the project along Chukker Road. This two-way driveway serves as the only point of access to the four (4) townhome development.

Sidewalks are provided along both right-of-ways, with the sidewalk proposed along Federal Highway at a minimum of eight (8) feet in width and five (5) feet in width along Chukker Road. The sidewalk along Federal Highway is proposed to be lined with landscaping and the front porches of the four (4) proposed townhomes.

#### Parking:

Off-street parking for the IPUD zoning district requires two (2) parking spaces for two or more bedroom units. The project proposes four, three-bedroom units, which would require eight (8) parking spaces. Additionally, the code requires the provision of guest parking at a rate of 0.15 spaces per unit, which adds one (1) parking space to the total of nine (9) required parking spaces. The site plan proposes 12 parking spaces, or an excess of three (3) spaces. Three of the units have two-car garages and one unit has a one-car garage. The remaining spaces are located in a surface parking area at the northeastern portion of the site.

#### Landscaping:

The Plant List (Sheet L-2) indicates that the project would add a total of 43 canopy and palm trees, 143 accent and shrub specimens, and 690 small shrubs/groundcover plants. All plant materials to be used in the landscape design are required to be Florida number one grade and must be identified as having "low" or "medium" watering needs in the South Florida Water Management's "Waterwise" publication. The proposed tree species would include the following: Live Oak, Crepe Myrtle, and Green Buttonwood. Palm species would include Coconut Palm, Cabbage Palm, Alexander (triple trunk) Palm, and Areca Palm. The Areca Palms are placed along the south and east property lines to provide a buffer against the single-family neighborhood. Additional planting in the east buffer include existing mature seagrape plants.

Projects proposed in the Federal Highway District of the Community Redevelopment Area are encouraged to have a streetscape design which reduces building setbacks and encourage building placement abutting the street, thus creating an urban setting. The purpose being to create a landscape design that encompasses both the private and public domain, to blend the two areas into one unified landscape scheme and enhance the pedestrian experience. This is accomplished through hardscape and landscape choices, covered walkways (arcades, awnings, tree canopy), and streetscape amenities (benches/seatwalls, lighting, accent plantings). The landscape design proposed by the applicant

Page 5 Good Stone Townhomes NWSP 18-001

> depicts the use of street trees, wide paver sidewalks, and front porches along the building and between the street and sidewalk, in an effort to provide maximum clear pedestrian pathways.

Building and Site: The site area of the project is 0.30 acre. The four (4) dwelling units are located along Federal Highway with the front porches facing the street and the private garages internal to the site. Of the four residential units, two are three-bedroom units and two are fourbedroom units. Each unit also has a balcony or terrace that either faces towards Federal Highway or towards the Intracoastal Waterway.

#### **Building Height:**

The maximum building height allowed in the IPUD zoning district is 45 feet. The proposed building elevations depict the typical median height of the pitched roof at 33 feet, comparable with the 30 foot maximum height allowed within the City's single-family zoning districts.

#### Setbacks:

The IPUD zoning district has flexible setback requirements. However, development along Federal Highway has a zero (0) foot build-to line. The building setbacks may be increased up to 15 feet, without benefit of a community design appeal, in areas where the intent is to 1) enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas; 2) optimize landscape design: 3) maximize on-site drainage solutions; and/or 4) accommodate architectural features and building enhancements. requirement would apply to all building facades fronting on a street. The building setback is measured from the property line to the exterior surface of the building or supporting columns. Along Federal Highway, the proposed building setback along the length of the building is 11.3 feet. Along Chukker Road, the building setback is 13.2 feet; from the southern property line the building is setback 10.6 feet; and from the eastern property line the building is setback a minimum of 30.5 feet from the finger canal, ranging to approximately 70 feet to the single-family structure to the east.

#### Amenities:

As noted above, the building is setback from the eastern property line along the intracoastal waterway. Within this setback the project proposes a communal recreational space along the water front. The recreation area includes open green areas, a deck, bench, and a trellis covering the proposed BBQ area.

#### Design:

The proposed building has a Mediterranean design, featuring a smooth stucco finish, terra cotta color 's' roof tile, decorative cornices and banding, arched windows and porte cocheres, modulation of the facades, balconies with decorative aluminum

Page 6 Good Stone Townhomes NWSP 18-001

railings, and an earth tone color palette.

Lighting:

The photometric plan (Sheets A-6) includes 11 wall-mounted fixtures placed 7.5 feet in height, all of which would have a bronze finish and designed to match the architecture of the building. There are no pole lights proposed. The on-site illumination would not "spill over" onto adjacent properties and rights-of-way as required by code. There are no spot readings in excess of the maximum 5.9 foot-candles.

Signage:

A site sign is proposed along Federal Highway, setback ten feet from the property line. Signage design has not been finalized at this time. The design will need to be submitted for staff review and approval prior to requesting any sign permits for the site (see Exhibit "C" – Conditions of Approval).

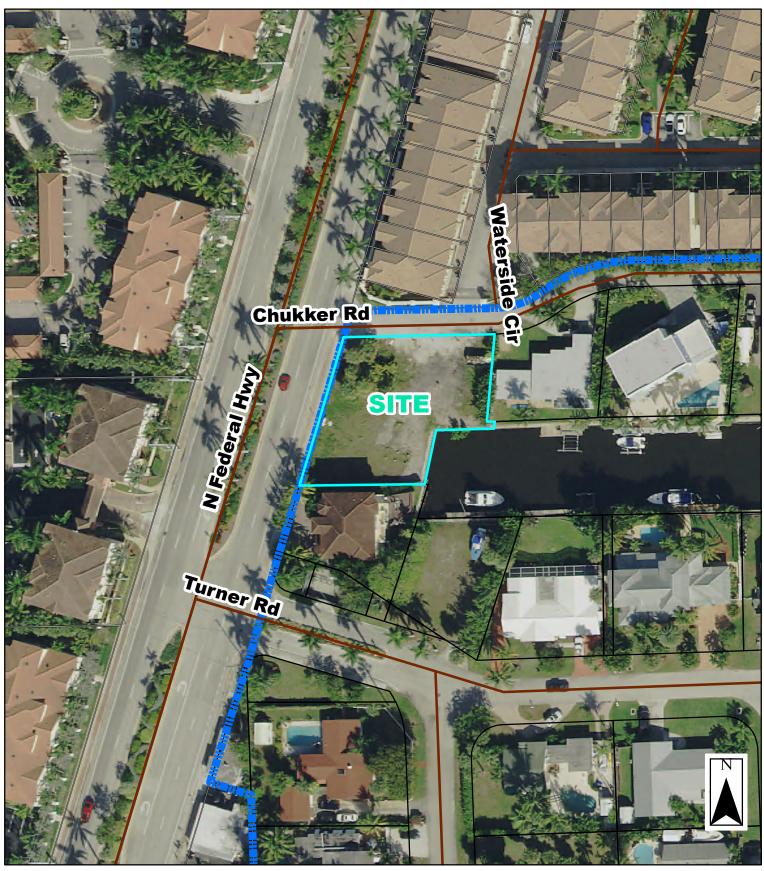
**Public Art:** 

The project is subject to the Art in Public Places requirement, and the applicant has been in discussions with the Public Arts Administrator regarding the art and its placement. The proposed location and description of the art will be reviewed by the Public Arts Commission. According to the proposed construction estimates, the project would have an art budget of approximately \$11,088.

#### RECOMMENDATION

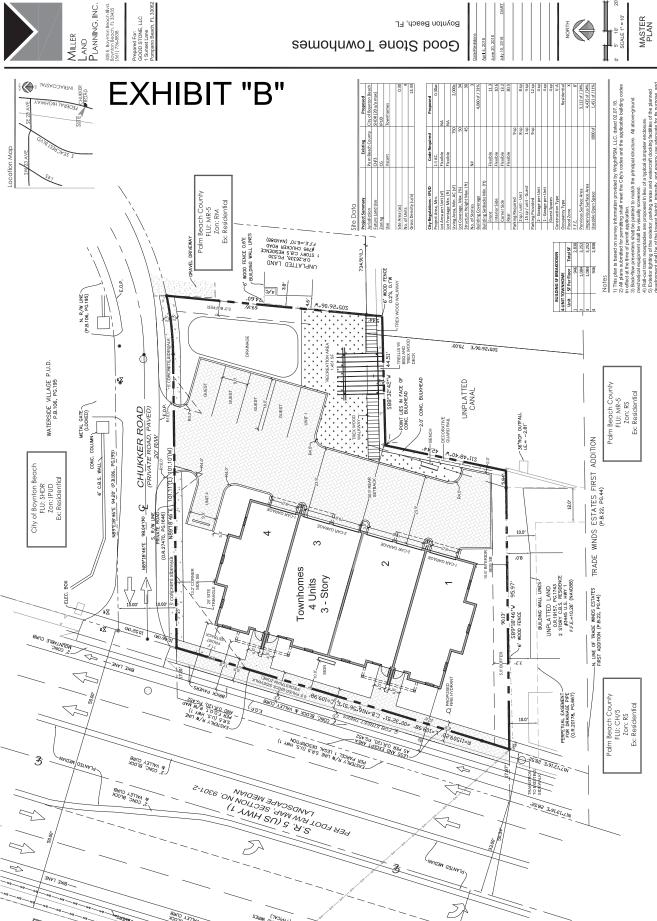
Staff has reviewed this request for a new site plan and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit "C" – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

# EXHIBIT "A" PROPOSED ANNEXATION

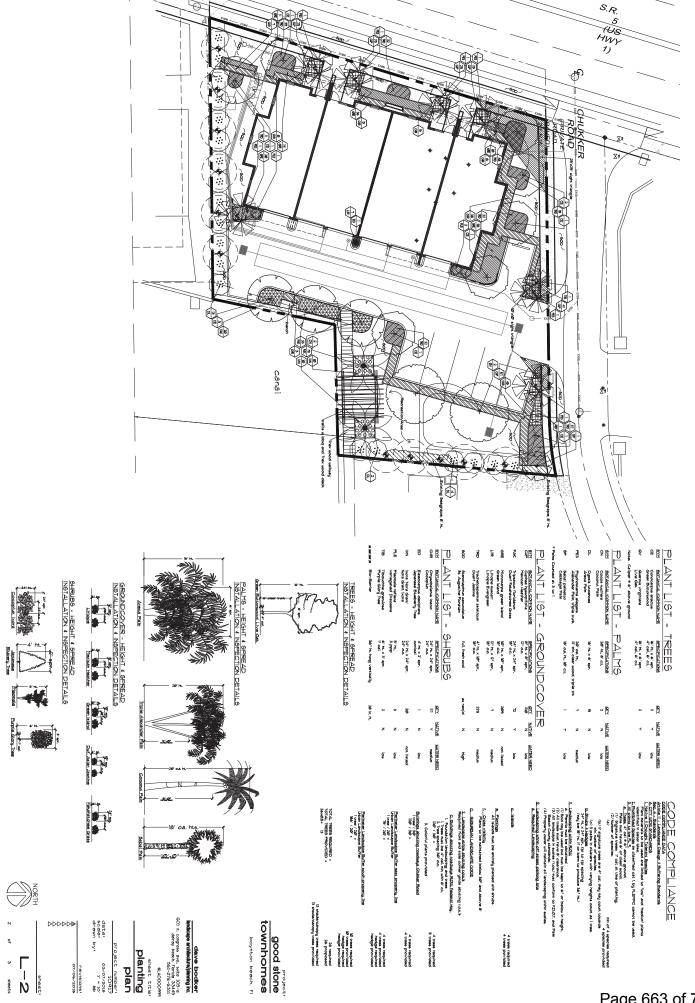


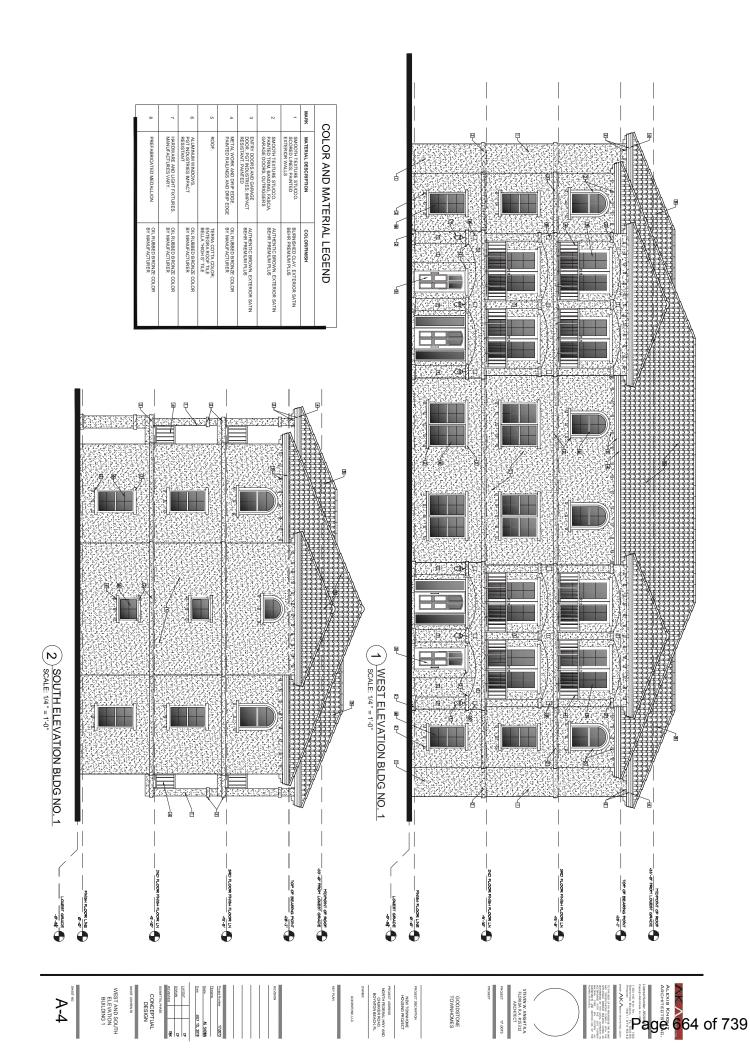
**LEGEND** 

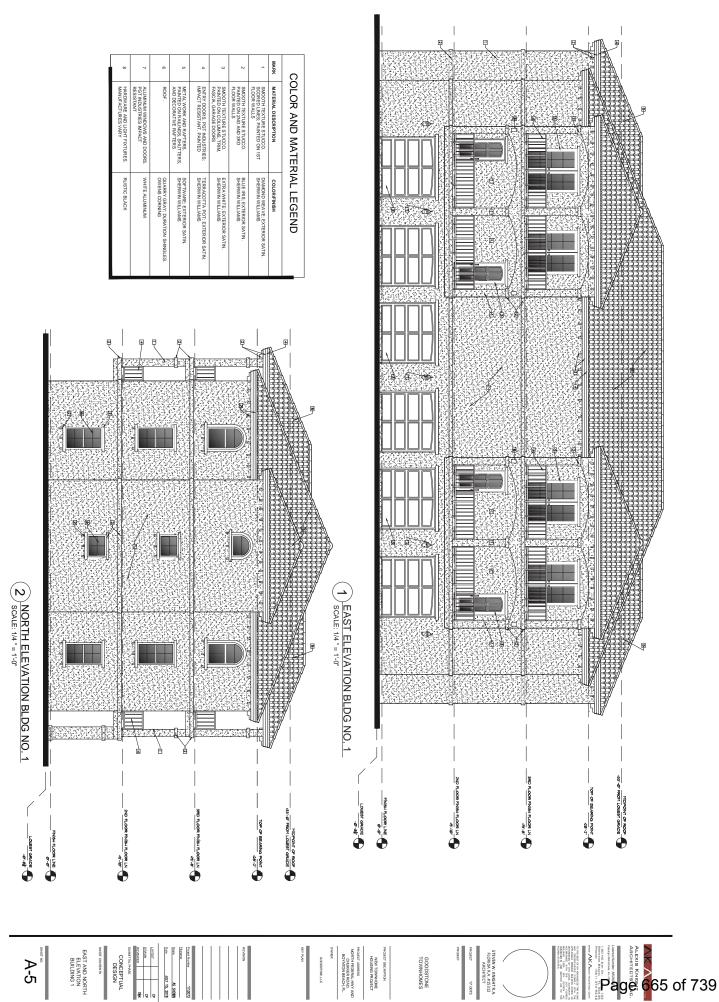
City boundary



City of Boynton Bec FLU: SHDE Zon: IPUD Ex: Residential





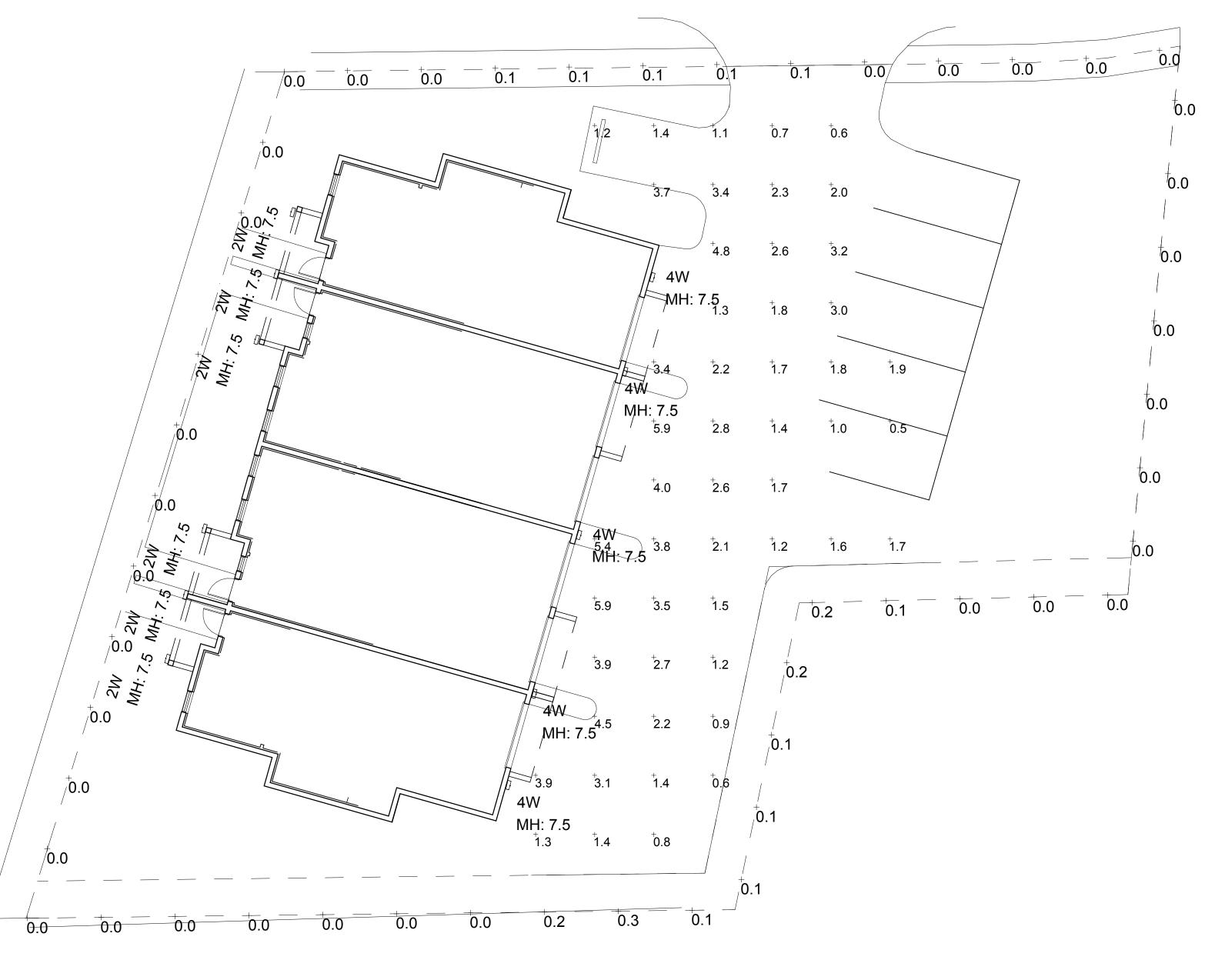


Luminaire Schedule										
Project: GOOD STONE TOWNHOMES 03-21-2018										
Symbol	Qty	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
	6	2W	DOVER CAST 1 - LIGHT OUTDOOR WALL LANTERN 3023CDBZ WALL MOUNT 7'6 AFG TO TOP	N.A.	0.900	0.900	1.000	0.810	28	168
<b>\</b>	5	4W	DOVER CAST 1 - LIGHT OUTDOOR WALL LANTERN 3023CDBZ WALL MOUNT 7'6 AFG TO TOP	N.A.	0.900	0.900	1.000	0.729	28	140

Calculation Summary							
Project: GOOD STONE TOWNHOM	ES 03-21-2018						
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.
SITE & PARKING_Planar	Illuminance	Fc	2.37	5.9	0.5	4.74	11.80

	10		Job Name:	ct Specifications - 3023CDB	
MAXIM	Lighting	Your Life Since 197	Quantity:	Comments	
LIGHTING				<b> </b>	
			023CDBZ over Cast 1-Light	Outdoor Wall Lantern	
Finish Bronze		Glass/Shade Seedy		<b>Product Category</b> Outdoor Wall Mount	
Lamping		Measurements		Shipping	
Number of Bulbs	1	Width	8.0"	Carton Weight	1.0 lbs
Light Type	Incandescent	Height	19.5"	Carton Width	10"
Bulb Type		Length	N/A	Carton Height	30"
Max Bulb Wattage		Extension	10"	Carton Length	14"
Max Fixture Wattage		Back Plate Width	5.0"	Carton Cubic Feet	2.43
Rated Life	±2,500 Hours	Back Plate Height	10.5"	Master Pack	1
Rated Lumens	±1,150		11.5"	Master Pack Weight	N/A
Color Temp	±2,700 K	Min Overall Height	N/A	Master Pack Width	N/A
Bulb(s)	Not Included	Max Overall Height	N/A	Master Pack Height	N/A
Light Up/Down	N/A		1.0 lbs	Master Pack Length	N/A
Beam Spread	N/A	Height Adjustable	N/A	Master Cubic Feet	N/A
CRI	N/A		N/A	UPS Shippable	Yes
Photo Cell Included	N/A	Chain Length	N/A		
Ballast/Driver/Transformer	No	Wire Length	N/A		
Dimmable	Standard	Canopy Width	N/A		
		Canopy Height	N/A		
		Canopy Length	N/A		
Certification		Other		Equivalents	
Safety Rating	Wet	UPC Code	783209302303	Incandescent Watts	N/A
Energy Star	No	Shades Included	N/A	Fluorescent Watts	N/A
CA Title 24	No	Crystals Included	N/A		
CA Title 20	No	Diffuser Included	N/A		
ADA	No	Conversion Kit	N/A		
Dark Sky	N/A	Material	Die Cast Aluminum		
Maxim Lighting International and all de right, at any time, to make changes in what is pictured above due to limitatior	the design and/or co	nstruction of the product inclu			

253 North Vineland Avenue | City of Industry, California 91746 | 800.486.2946p 800.486.7337f | www.maximlighting.com



1 PHOTOMETRIC SITE PLAN

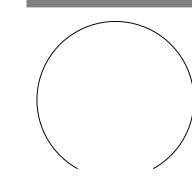
SCALE: 1" = 10'-0"

ALEXIS KNIGHT ARCHITECTS, INC.

License Number: AR26002172 Copyright AKArchitects, Inc. 2010

100 NE 6TH ST. STE. 102 BOYNTON BEACH, FL 33435 PHONE: (561) 374-9242 www.**^K^**rchitectsInc.com

TO THE BEST OF MY KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE, 6TH EDITION ALL AMENDMENTS AND SECTION 633 OF THE FLORIDA STATUTES.



STEVEN W. KNIGHT R.A. FLORIDA R.A. #15312 ARCHITECT

PROJECT 17.0073

PROJECT

GOODSTONE TOWNHOMES

PROJECT DISCRIPTION

NEW TOWNHOME
HOUSING PROJECT

PROJECT ADDRESS

NORTH FEDERAL HWY AND
CHUKKER ROAD,
BOYNTON BEACH, FL.

NER

KEY PLAN

REVISION

GOODSTONE, LLC

ename

AS SHOWN
te JULY 10, 2018

DRAWN
REVIEWED
SUBMITTAL PHASE

SUBMITTAL PHASE

CONCEPTUAL

DESIGN

SHEET CONTENTS

PHOTOMETRIC SITE PLAN

SHEET NO.

4-6

#### **EXHIBIT C**

#### **Conditions of Approval**

Project Name: Good Stone Townhomes

File number: NWSP 18-001

3rd review plans identified as a New Site Plan with an August 3, 2018 Planning and Zoning Department date stamp marking. Reference:

DEDARTMENTO	INCLUDE	DE IECT
DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None. All previous comments addressed at DART meeting.		
At time of permitting, provide an access easement over the portions of the sidewalk along Federal Highway and along Chukker Road that are built within the property.	Х	
FIRE		
Comments: None. All previous comments addressed at DART meeting.		
POLICE		
Comments: None. All previous comments addressed at DART meeting.		
BUILDING DIVISION		
Comments: None. All previous comments addressed at DART meeting.		
PARKS AND RECREATION		
Comments:		
Park impact fees will be required at time of building permit.	Х	
PLANNING AND ZONING		
Comments:		
Coordinate with Palm Tran to relocate the existing bus stop further south.	Х	
4. At time of permitting, provide details of all proposed signage.	Х	
5. At time of permitting, provide details of the proposed trellis.	Х	
6. At time of permitting, update the photometric calculations to	Х	

r age 2 01 2	1	1
DEPARTMENTS	INCLUDE	REJECT
accurately reflect the revisions to the site plan.		
<ol> <li>Approval of this New Site Plan application is subject to the approval of the corresponding Annexation, Future Land Use Amendment, and Rezoning.</li> </ol>	Х	
The Good Stone Home Owners Association documentation shall restrict the use of garages to vehicular storage.	Х	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None. All previous comments addressed at DART meeting		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments:		
Incorporate a minimum of one third of the ground cover plant species to be butterfly friendly plants.	Х	
10. Improve the right-of-way of Chukker road along the Good Stone project to address any existing flooding issues.	Х	
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

## DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT N	IAME:	Good Stone Townhomes (NWSP 18-001)					
APPLICANT:		Good Stone, LLC					
APPLICANT'S ADDRESS:		1 Sunset Lane, Pompano Beach, FL 33062					
DATE OF HEARING RATIFICA		ATION BEFORE CITY COMMISSION: October 2, 2018					
APPROVAL SOUGHT:		Request for approval of a New Site Plan for the construction of a multi-family development consisting four (4) three (3)-story townhomes, parking, and related site improvements.					
LOCATION	OF PROPERTY:	Southeast corner of South Federal Highway and Chukker Road					
DRAWING(S	S): SEE EXHIBIT "	B" ATTACHED HERETO.					
	hearing stated at	was presented to the City Commission of the City of Boynton Beach, Florida on bove. The City Commission having considered the approval sought by the from the applicant, members of city administrative staff and the public finds as					
1.		ne approval sought was made by the Applicant in a manner consistent with the the City's Land Development Regulations.					
2.	The Applicant _ <u>X</u> _ HAS	AS S NOT					
	established by s	substantial competent evidence a basis for the approval requested.					
3.		for development requested by the Applicant, administrative staff, or suggested and supported by substantial competent evidence are as set forth on Exhibit "C" cluded."					
4.		request is hereby ANTED subject to the conditions referenced in paragraph 3 above. IIED					
5.	This Order shall	take effect immediately upon issuance by the City Clerk.					
6.	All further deve	elopment on the property shall be made in accordance with the terms and s order.					
7.							
DATED:							
		City Clerk					

S:\Planning\SHARED\WP\PROJECTS\Goodstone Townhomes\NWSP\StaffReport\NWSP18-001_ DO.doc



**COMMISSION MEETING DATE: 10/16/2018** 

#### **REQUESTED ACTION BY COMMISSION:**

At the request of Commisioner Casello, discuss options for the future use of the Tennis Center.

#### **EXPLANATION OF REQUEST:**

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

Options to consider:

- Maintain status quo
- Raise fees to help reduce level of subsidy
- Investigate options to convert facility for alternative uses.

FISCAL IMPACT: Non-budgeted None
ALTERNATIVES: Do not discuss options for the future use of the Tennis Center.
STRATEGIC PLAN:
STRATEGIC PLAN APPLICATION:
CLIMATE ACTION:
CLIMATE ACTION DISCUSSION:
Is this a grant?
Grant Amount:



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

**COMMISSION MEETING DATE: 10/16/2018** 

#### **REQUESTED ACTION BY COMMISSION:**

Commission discussion on Building Board of Adjustment and Appeals process and the City's Land Development Regulations as related to awnings.

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#### **EXPLANATION OF REQUEST:**

Staffs presentation will explain the Building Board of Adjustment and Appeals process, including purpose and applicability, process time, operational cost, and possible improvements to increase applicant awareness.

Staff will also explain the regulations within the LDR applicable to awnings, including applicability, the objective for flexibility, applicable appeal process and estimated time and cost to review and recommend amendments to this section of the code.

FISCAL IMPACT:	N/A
ALTERNATIVES: N/A	
STRATEGIC PLAN	l:
STRATEGIC PLAN	I APPLICATION: N/A
CLIMATE ACTION	: No
CLIMATE ACTION	DISCUSSION: N/A
Is this a grant?	
Grant Amount:	



**COMMISSION MEETING DATE: 10/16/2018** 

#### REQUESTED ACTION BY COMMISSION:

**PROPOSED RESOLUTION NO. R18-152** - Approve and ratify the reopened and amended Articles: Wages, Insurance, and Pension of the Collective Bargaining Agreement between SEIU Florida Public Services Union, CTW, CLC - Blue Collar Unit and the City.

**PROPOSED RESOLUTION NO. R18-153** - Approve and ratify the reopened and amended Articles: Wages, Insurance, and Pension of the Collective Bargaining Agreement between SEIU Florida Public Services Union, CTW, CLC - White Collar Unit and the City.

#### **EXPLANATION OF REQUEST:**

The SEIU Collective Bargaining Agreement ending September 30, 2020 had provisions for reopening the Wages, Insurance, and Pension Articles. Bargaining for the reopened Articles began on September 20, 2018 and concluded on September 25, 2018. The City and the Union came to a tentative agreement of the following:

Wages: A 3.25% across the board increase effective October 1, 2018.

Insurance: The City will contribute an annualized amount of \$625.00 into the eligible employees' health savings accounts the first full pay period following January 1, 2019. The City will contribute \$250.00 into an eligible employee's health savings account when (s)he completes a Personal Health Assessment between October 1, 2018 and July 31, 2019 at the Employee Health and Wellness Center.

<u>Pension</u>: The Union agrees to reopen this Article for negotiations at any time during the term of the Agreement upon the request of the City.

On October 4, 2018 both the SEIU Blue and White Collar Units ratified the reopened Articles of the Collective Bargaining Agreement.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** Having agreements in place provides bargaining unit employees and management with guidance on the current terms and conditions of employment in effect.

FISCAL IMPACT: Budgeted

The General Fund impact of the wages is \$151,000. (Other funds impact is \$196,000).

The General Fund impact of the City H.S.A. contributions is \$91,000. (Other funds impact is \$118,000).

#### **ALTERNATIVES:**

Do not approve and ratify the Agreements, which will result in returning to the bargaining table for continued negotiations.

STRATEGIC PLAN: Boynton Beach Branding

CLI	MATE ACTION: No	
CLI	MATE ACTION DISCUSSION:	
ls t	his a grant?	
Gra	ant Amount:	
ATT	ACHMENTS:	
	Type	Description
ם	Resolution	Resolution approving Addendum to CBA for SEIU BC

STRATEGIC PLAN APPLICATION:

D

D

D

D

Addendum

Resolution

Addendum

Addendum

Addendum

Addendum to BC CBA

1	<b>RESOLUTION R18-</b>
2 3 4 5 6 7 8 9 10 11 12	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC – BLUE COLLAR BARGAINING UNIT FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020; AUTHORIZING THE CITY MANAGER TO SIGN THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.
13	WHEREAS, the terms of the Articles regarding Group Insurance, Pension and
14	Wages articles were subject to reopened negotiations between the City and the SEIU Blue
15	Collar of the Collective Bargaining Agreement which expires September 30, 2020; and
16	WHEREAS, the Parties negotiated the terms and on October 4, 2018, the SEIU
17	Blue Collar unit ratified the Addendum to the Agreement; and
18	WHEREAS, the City Commission of the City of Boynton Beach deems it to be in
19	the best interests of the residents and citizens of the City to ratify and execute the Addendum
20	to the Collective Bargaining Agreement.
21	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
22 23	OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
24 25	Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby
26	ratified and confirmed by the City Commission.
27	Section 2. The City Commission of the City of Boynton Beach, Florida does
28	hereby ratify the Addendum to the Collective Bargaining Agreement between the City of
29	Boynton Beach and the SEIU Florida Public Services Union, CTW, CLC - Blue Collar
30	Bargaining Unit for the period of October 1, 2017 through September 30, 2020, and
31	authorizes the City Manager to sign the Addendum to the Agreement, a copy of which is
	C:\Program Files (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\6C8C70E3-D1CC-4B4D-8A14-E27F74DFDC9D\Boynton Beach.12953.1.SEIU_BC_Addendum_(2018)_To_CBA_2017-20Reso.Docx - 1 -

32	attached hereto as Ex	hibit "A".				
33	Section 3.	This Resolution will	become effective in	mmediate	ely upon p	assage.
34 35	PASSED AN	<b>D ADOPTED</b> this	day of	, 20	018.	
36 37 38		CITY OF BO	OYNTON BEACH,	FLORID		
39 40					YES	NO
41		Mayor – Stev	en B. Grant			
42 43		Vice Mayor -	- Christina L. Rome	elus		
44		Commission	or Maak MaCray			
45 46		Commissione	er – Mack McCray			
47		Commissione	er – Justin Katz			
48 49 50		Commission	er – Joe Casello			
51 52			V	OTE		_
53 54 55 56	ATTEST:					
57 58 59 60 61	Judith A. Pyle, CMC City Clerk					
62 63 64 65 66	(Corporate Seal)					

1	RESOLUTION R18-
2 3 4 5 6 7 8 9	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC – BLUE COLLAR BARGAINING UNIT FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020; AUTHORIZING THE CITY MANAGER TO SIGN THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.
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30	Bargaining Unit for the period of October 1, 2017 through September 30, 2020, and
31	authorizes the City Manager to sign the Addendum to the Agreement, a copy of which is
	$\label{lem:compoconverterprolation} C:\Program\ Files\ (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\850246CB-131C-49DF-9406-CF330C0713A8\Boynton\ Beach.12955.1.SEIU_BC_Addendum_(2018)_To_CBA_2017-20Reso.Docx\\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1\ -\ 1$

32	attached hereto as Ex	hibit "A".				
33	Section 3.	This Resolution will	become effective in	mmediate	ely upon p	assage.
34 35	PASSED AN	<b>D ADOPTED</b> this	day of	, 20	018.	
36 37 38		CITY OF BO	OYNTON BEACH,	FLORID		
39 40					YES	NO
41		Mayor – Stev	en B. Grant			
42 43		Vice Mayor -	- Christina L. Rome	elus		
44		Commission	or Maak MaCray			
45 46		Commissione	er – Mack McCray			
47		Commissione	er – Justin Katz			
48 49 50		Commission	er – Joe Casello			
51 52			V	OTE		_
53 54 55 56	ATTEST:					
57 58 59 60 61	Judith A. Pyle, CMC City Clerk					
62 63 64 65 66	(Corporate Seal)					

1	RESOLUTION R18-
2 3 4 5 6 7 8 9 10	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC – WHITE COLLAR BARGAINING UNIT FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020; AUTHORIZING THE CITY MANAGER TO SIGN THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.
12 13	WHEREAS, the terms of the Articles regarding Group Insurance, Pension and
14	Wages articles were subject to reopened negotiations between the City and the SEIU White
15	Collar of the Collective Bargaining Agreement which expires September 30, 2020; and
16	WHEREAS, the Parties negotiated the terms and on October 4, 2018, the SEIU
17	White Collar unit ratified the Addendum to the Agreement; and
18	WHEREAS, the City Commission of the City of Boynton Beach deems it to be in
19	the best interests of the residents and citizens of the City to ratify and execute the Addendum
20	to the Collective Bargaining Agreement.
21	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
22	OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
24 25	Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby
26	ratified and confirmed by the City Commission.
27	Section 2. The City Commission of the City of Boynton Beach, Florida does
28	hereby ratify the Addendum to the Collective Bargaining Agreement between the City of
29	Boynton Beach and the SEIU Florida Public Services Union, CTW, CLC - White Collar
30	Bargaining Unit for the period of October 1, 2017 through September 30, 2020, and
31	authorizes the City Manager to sign the Addendum to the Agreement, a copy of which is
	C:\Program Files (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\DC04E1AD-22FA-451D-BE55-B35516025311\Boynton Beach 12954 1 SEILL WC Addendum (2018) To CBA 2017-20 - Reso Docx

2	attached hereto as Ex	hibit "A".		
3	Section 3.	This Resolution will become effective immediately up	on pa	assage.
<b>1</b> 5	PASSED AN	<b>D ADOPTED</b> this day of, 2018.		
5 7		CITY OF BOYNTON BEACH, FLORIDA		
3		Y	ES	NO
) I		Mayor – Steven B. Grant		
2		Vice Mayor – Christina L. Romelus		
1 5		Commissioner – Mack McCray		
5 7		Commissioner – Justin Katz		
3		Commissioner – Joe Casello		
) 		VOTE		
2		VOTE _		_
1 5 5	ATTEST:			
7 3	Judith A. Pyle, CMC			
) ) [	City Clerk			
2 3 4 5	(Corporate Seal)			
5				

1	RESOLUTION R18-
2 3 4 5 6 7 8 9	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC – WHITE COLLAR BARGAINING UNIT FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020; AUTHORIZING THE CITY MANAGER TO SIGN THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.
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24 25	Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby
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28	hereby ratify the Addendum to the Collective Bargaining Agreement between the City of
29	Boynton Beach and the SEIU Florida Public Services Union, CTW, CLC – White Collar
30	Bargaining Unit for the period of October 1, 2017 through September 30, 2020, and
31	authorizes the City Manager to sign the Addendum to the Agreement, a copy of which is
	$\label{lem:composition} C:\Program Files (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\42AC199A-4304-420E-8508-6F7AD7DD62CD\Boynton Beach.12956.1.SEIU_WC_Addendum_(2018)_To_CBA_2017-20Reso.Docx \\ -1-$

32	attached hereto as Ex	hibit "A".				
33	Section 3.	This Resolution will	become effective in	mmediate	ely upon p	assage.
34 35	PASSED AN	<b>D ADOPTED</b> this	day of	, 20	018.	
36 37 38		CITY OF BO	OYNTON BEACH,	FLORID		
39 40					YES	NO
41		Mayor – Stev	en B. Grant			
42 43		Vice Mayor -	- Christina L. Rome	elus		
44		Commission	or Maak MaCray			
45 46		Commissione	er – Mack McCray			
47		Commissione	er – Justin Katz			
48 49 50		Commission	er – Joe Casello			
51 52			V	OTE		_
53 54 55 56	ATTEST:					
57 58 59 60 61	Judith A. Pyle, CMC City Clerk					
62 63 64 65 66	(Corporate Seal)					

#### **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN**

THE CITY OF BOYNTON BEACH, FLORIDA

AND

SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC

**BASE DOCUMENT BARGAINING UNIT** 

October 1, 2017 to September 30, 2020

#### **ARTICLE 25**

#### 25.0 INSURANCE

25.1 Medical, Vision and Dental Insurance

The sole medical benefit plan available to employees is a High Deductible Health Plan (HDHP).

25.1.1 Year Two: (October 1, 2018 through September 30, 2019)

- 1. The premium cost for "employee only" HDHP medical, dental, and vision insurance shall be paid by the City. Employees are responsible for paying any premiums associated with covering dependents. The City Commission, through the Annual Budget process, may appropriate funds to subsidize the employees' premium costs for employees who cover dependent children on their medical plans. Any subsidy offered does not extend beyond the plan year for which it is budgeted, and the offering of and/or amount of any such subsidy is not subject to negotiation.
- 2. The City will contribute an annualized total of six hundred twenty-five dollars (\$625.00) into an employee's HSA on the first full pay period check date following January 1, 2018.
  - a. In order to be eligible for HSA deposit above, an employee must be actively employed on the first of the month in which the contract is ratified.
  - b. Employees who are enrolled on the City's medical plan but who are ineligible to have an HSA because they are also enrolled in Medicare, may be eligible to receive the City contribution amount referenced in Section 2 above. These employees must inquire directly with the Director of Human Resources and Risk Management no later than January 1, 2018 to be considered.
- 3. The City will contribute two hundred fifty dollars (\$250.00) into an employee's HSA when they complete a Personal Health Assessment (PHA) between October 1, 2017 through July 31, 2018 at the Employee Health and Wellness Center and provide the required documentation to Human Resources.
- 4. The City will provide opportunities to convert an annualized total value of up to one thousand dollars (\$1,000.00) after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This conversion can be done during the following times:
  - a. December 1, 2018 December 31, 2018 (any amount up to an annualized total of \$1,000.00)
  - b. April 1, 2019 April 30, 2019 (any amount up to an annualized total of \$1,000.00)
  - c. August 1, 2019 August 31, 2019 (any amount up to an annualized total of \$1,000.00)
  - d. For purposes of this Article, "annualized" means plan year October 1, 2018 through September 30, 2019.

City TA

#### Amended Following Reopener

5. Newly hired employees, hired on or after October 1, 2018, and who elect to be covered on the City's medical insurance, will accrue forty-one dollars and sixty-seven cents (\$52.08) per active month of service for the City to deposit into their HSA through September 2019. The initial deposit will be made the first check of the month in which the member becomes enrolled in the City's group medical insurance.

City TA

#### **ARTICLE 30**

#### **30.0 WAGES**

30.1 Year Two (October 1, 2018 - September 30, 2019):

Bargaining Unit members will receive a three and one quarter percent (3.25%) increase to their hourly base rate retroactive to October 1, 2018. An employee who is at the maximum of his/her pay range will receive a lump sum in lieu of an increase to his/her hourly base rate of pay. Payment will be made in the paycheck following the second full pay period after ratification by both the Union and the Commission.

City TA

Union TA Page 685 of 739

#### Oldbury, Julie

**From:** Joseph Brenner <joseph.brenner@seiufpsu.org>

Sent: Thursday, October 04, 2018 8:33 AM

To: Oldbury, Julie

**Cc:** Goodrich, Danielle; LaVerriere, Lori; Simmons, Anthony Calvin; Anthony Simmons;

Brady Bailo; craig watson; Don Roberts; Roberts, David; Kalem Mahdi; Mahdi, Kalem;

Michael Sanginito; Eichorst, Rob

**Subject:** SEIU Contract Ratification Vote Results

Follow Up Flag: Flag for follow up

Flag Status: Flagged

#### Good morning, Julie.

The results of the contract ratification votes are as follows:

Total Blue: 74 Yes, 0 No. (100%!) Total White: 30 Yes, 1 No. (96%!)

Both contracts pass.

I wanted to thank you and your team (especially Ms. Goodrich for her assistance in securing voting sites) for a spirited, professional round of bargaining this year.

Please let me know if you need anything further.

Best,

--

Joey Brenner, Director Of Organizing and Bargaining, SEIU-Florida Public Services Union joseph.brenner@seiufpsu.org 561-308-1919



**COMMISSION MEETING DATE: 10/16/2018** 

**REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18–154** - Authorize the City Manager to sign a State Grant Agreement with the Florida Department of Environmental Protection (FDEP) for an Alternative Reclaimed Water Supply Project for a reimbursement amount of up to \$250,000.

#### **EXPLANATION OF REQUEST:**

Grant Agreement Period: Upon Execution until July 31, 2021

Funds were provided in the 2018-2019 Florida General Appropriations Act under Line Item 1595A listing the City of Boynton Beach Alternative Reclaimed Water Supply Project. \$250,000 for this project will be made available through a cost reimbursement grant, which will require execution of the attached grant agreement with the Department of Environmental Protection. The City of Boynton Beach will be considered a Grantee.

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

Grant funds received will assist with the Utility's implementation of a pilot filtration and disinfection system to treat ground water to supplement the City's reclaimed water distribution system. The supply water to feed the skid mounted pilot system would be withdrawn from a new shallow well, constructed adjacent to the existing canal. The well water would be pumped through the skid system prior to entering a holding tank where sodium hypochlorite disinfectant would disinfect the fresh water prior to entering the booster pump basin (or future ground storage tank). Horizontal close coupled pumps placed adjacent to the basin/tank would then pump the treated water into the existing reclaimed water distribution system located adjacent to the proposed site. Additional detail is provided as Attachment 3 of the Grant Agreement.

**FISCAL IMPACT**: Budgeted The estimated cost of this project is \$2,881,000 over the next five years, \$250,000 will be coming from this grant agreement and the remainder has been budgeted in the Utility CIP Fund 404.

#### **ALTERNATIVES:**

Not to proceed with the attached Agreement with FDEP and forfeit the Grant funds.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

**CLIMATE ACTION: No** 

#### **CLIMATE ACTION DISCUSSION:**

Is this a grant? Yes

**Grant Amount:** \$250,000

#### **ATTACHMENTS:**

Type Description

Resolution

Resolution approving Alternative Reclaimed Water Supply Grant Agreement with FDEP

Agreement Alternative Reclaimed water supply FDEP grant

Agreement Alternative Reclaimed water agreement

Exhibit A - Progress Report Exhibit C - Payment Request

1	RESOLUTION NO. R18
2 3 4 5 6 7 8 9 10 11 12	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A STATE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR AN ALTERNATIVE RECLAIMED WATER SUPPLY PROJECT FOR A REIMBURSEMENT AMOUNT UP TO \$250,000.00; AND PROVIDING AN EFFECTIVE DATE.  WHEREAS, grant funds received will assist with the Utility Department's
13	implementation of a pilot infiltration and disinfection system to treat ground water to
14	supplement the City's reclaimed water distribution system; and
15	WHEREAS, funds for the grant award are provided in the 2018-19 Florida General
16	Appropriations Act, Line Item 1595A listing the City of Boynton Beach Alternative
17	Reclaimed Water Supply Project; and
18	WHEREAS, the \$250,000.00 for this project will be made available through a cost
19	reimbursement grant which requires the execution of the Agreement with the Florida
20	Department of Environmental Protection.
21	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
22	OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
23	Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
24	being true and correct and are hereby made a specific part of this Resolution upon adoption
25	hereof.
26	Section 2. The City Commission approves and authorizes the City Manager to sign
27	the State Grant Agreement with the Florida Department of Environmental Protection in an
28	amount up to \$250,000.00 for an Alternative Reclaimed Water Supply Project, a copy of the
29	Grant Agreement is attached hereto as Exhibit "A".

30	Section 3.	This Resolution shall become effective immediately	upon p	passage
31	PASSED AN	<b>D ADOPTED</b> this day of, 2018	-	
32 33 34		CITY OF BOYNTON BEACH, FLORIDA		
35 36 37			YES	NO
38 39		Mayor – Steven B. Grant		
40 41		Vice Mayor – Christina L. Romelus		
42 43		Commissioner – Mack McCray		
43 44 45		Commissioner – Justin Katz		
46 47		Commissioner – Joe Casello		
47 48 49		VOTE		
50 51 52 53	ATTEST:			_
54 55 56 57 58	Judith A. Pyle, CMC City Clerk			
59 60 61 62	(Corporate Seal)			

## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

**Standard Grant Agreement** 

Th	nis Agreement is entered into bet	tween the Parties name	ed below, pursuant to Section	n 215.971, Florida Stati	ites:	
1. Project Title (Project): Agreement Number:					nber:	
	Boyton Beach - Alternative Rec	laimed Water Supply P	roject		LP50130	
2.			of Environmental Protection	on,		
		nmonwealth Bouleva see, Florida 32399-30			(Departi	ment)
		ynton Beach	0,0	Entity Type: Lo	cal Government	
	Grantee Address: P.O. Box	310, Boynton Bea	ich, FL 33435	FEID:	59-600082	antee)
3.	Agreement Begin Date:			Date of Expi		
	<b>Upon Execution</b>			July 31, 20	21	
4.	Project Number: N/A (If different from Agreement Number)	)	Project Location	on(s): Lat/Long (26.5)	057, -80,0783)	+
	Project Description: The City of Boycon B	Reach (Grunder) will prijlige grupt flends to neelst v	rith the design and construction a small phid mounted water i	Birrollon and disinfection system. The supply water is	o food the skid system will be with traver from	22 8 B2W
	dialnoted the Break wa	cted adjacent to the existing canal, and equipped sier prior is untering the booter pump basin (or acated adjacent to the proposed cite.	(with a new vertical unthine pump. The well water will be purplessed ground storage tank). Plunity, locatembal close coupl	ngod through the abbi system prior to entering a lod ed pumps placed adjacent to the lumin/tuels will you	ding tank where sodium kypochlorite distait up the treated water into the existing rectain	ecioni wili urd water
5.	Total Amount of Funding:	Funding Source?	Award #s or Line Item Ap	propriations:	Amount per Source	ce(s):
	\$250,000.00	☑ State □ Federal	FY18-19 GAA Li	ne Item 1595A	\$250,0	100.00
		☐ State ☐ Federal				
		☐ Grantee Match	T . 1	Cl. 4 35 41 10		200.00
	D		Total Amount of Funding +		\$250,0	100.00
6.	Department's Grant Manager Name: Mary-Elizabeth Pa	orkor	Grantee's Grant I	Manager  Debbie Majors		
	Naiy-Elizabetii i	or succe		Debble Majors	or succ	essor
	Address: 3900 Commonwea			Post Office Box 310	01 5400	<b>C</b> 00001
	Tallahassee, FL 32	399-3000		Boynton Beach, FL 3	3435	
	-					
	Phone: 850-245-2818		Phone:	561-742-6241		
	Email: Mary.E.Parker@d	lep.state.fl.us	Email:	majorsd@bbfl.us	-	
7.	The Parties agree to comp incorporated by reference:	ly with the terms and	d conditions of the follow	ing attachments and ex	hibits which are he	ereby
Z	Attachment 1: Standard Terms	and Conditions Applic	cable to All Grants Agreeme	ents		
<b>√</b>	Attachment 2: Special Terms as	nd Conditions				
V	Attachment 3: Grant Work Plan	1				
-	Attachment 4: Public Records I	**				
	Attachment 5: Special Audit Re					
-	Attachment 6: Program-Specifi					
_	Attachment 7:		erms (Federal) *Copy availabl	e at https://facts.fldfs.com, in	accordance with §215.98	5, F.S.
-	☐ Attachment 8: Federal Regulations and Terms (Federal)					
	Additional Attachments (if nece					
_	Exhibit A: Progress Report For					
-	Exhibit B: Property Reporting 1					
-	Exhibit C: Payment Request Su					
_	Exhibit D: Quality Assurance F					
-	Exhibit E: Advance Payment T		led Memo			
٦	Additional Exhibits (if necessar	ry):				

8. The	following information applies to Federal C	Frants only and is identified in ac	cordance with 2 CFR 200.331(a)(1):
Federal A	ward Identification Number(s) (FAIN):		
Federal A	ward Date to Department:		
Total Fede	eral Funds Obligated by this Agreement:		
	warding Agency		
Award R&	&D?	☐ Yes ☐N/A	
		be effective on the date indicate	ed by the Agreement Begin Date above or the
last date s	signed below, whichever is later.		
City of Bo	ynton Beach		GRANTEE
Grantee N	fame		
Ву			
(Au	thorized Signature)		Date Signed
Steven B.	Grant, Mayor	<del> </del>	
State of F	Torida Department of Environmental Pr	rotection	DEPARTMENT
	•		
Ву			
Sec	cretary or Designee		Date Signed
Trina Viel	lhauer, Director of Water Restoration Assi	stance	

 $\ensuremath{\square}$  Additional signatures attached on separate page.

DWRA Additional Signatures
<u> </u>
Mary-Elizabeth Parker, DEP Grant Manager
Sandra Waters, DEP QC Reviewer

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

#### ATTACHMENT 1

#### 1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

#### 2. Grant Administration.

- a. <u>Order of Precedence</u>. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

#### 3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

Attachment 1

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### 8. Payment.

- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes</u>. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement</u>. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference guide/.
- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <a href="https://www.myfloridacfo.com/Division/AA/Vendors/default.htm">www.myfloridacfo.com/Division/AA/Vendors/default.htm</a>.
- j. <u>Refund of Payments to the Department</u>. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.
- 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.
- If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:
- a. <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. <u>Contractual Costs (Subcontractors)</u>. Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment.</u> For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses</u>. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### 12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles</u>. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance</u>. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

#### 13. Termination.

- a. <u>Termination for Convenience.</u> When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. <u>Termination for Cause</u>. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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e. <u>Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

Attachment 1 6 of 11 foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or

#### 18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### 19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### 20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

#### 23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

#### 24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### 26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

#### 27. Audits.

- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection</u>. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### 28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### 29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

#### 30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

#### 31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

Attachment 1 10 of 11 is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

#### 32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

#### 33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

#### 34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

#### 35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

#### 36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

#### 37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. LP50130

#### **ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

#### 1. Scope of Work.

The Project funded under this Agreement is the Boynton Beach - Alternative Reclaimed Water Supply Project . The Project is defined in more detail in Attachment 3, Grant Work Plan.

#### 2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement July 1, 2018 and end at the expiration of the agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

#### 3. Payment Provisions.

- a. <u>Compensation.</u> This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

#### 4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
		a. Fringe Benefits, N/A.
		b. Indirect Costs, N/A.
$\boxtimes$		Contractual (Subcontractors)
		Travel
		Equipment
		Rental/Lease of Equipment
		Miscellaneous/Other Expenses
		Land Acquisition

#### 5. Travel.

Additional compensation for travel is not authorized under this Agreement.

#### 6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

#### 7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

#### 8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

Attachment 2 1 of 2

Rev. 5/3/2018

#### 9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

#### a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

#### b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

#### c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

#### 10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

#### 11. Retainage.

No retainage is required under this Agreement.

#### 12. Subcontracting.

+The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

#### 13. State-owned Land.

The work will not be performed on State-owned land.

#### 14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

#### 15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

### ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Boynton Beach - Alternative Reclaimed Water Supply Project

**PROJECT LOCATION:** The Project will be located adjacent to the Lake Worth Drainage District E-4 Canal within the City of Boynton Beach in Palm Beach County; (26.5057, -80.0783). See Figures 1 and 2 for a location map and site plan.

**PROJECT BACKGROUND:** The Project will allow indirect withdrawals of canal water to be released from Florida Everglades Water Conservation Areas (WCA) to provide additional reclaimed water during the peak demand while reducing the amount of surface water and nutrients sent to tide and reduce the potential for coastal algae blooms.

**PROJECT DESCRIPTION:** The City of Boyton Beach (Grantee) will utilize grant funds to assist with the design and construction of a skid mounted water filtration and disinfection system (SMWFDS).

A boundary and topographic survey will be conducted to identify the limits of the City's property, existing access and utility easements. A geotechnical sub surface investigation will also beconducted to determine the site's groundwater table elevation and collect the information needed to properly design the well and water treatment structure.

The supply water for the SMWFDS will be withdrawn from a new shallow well, constructed adjacent to the existing canal, and equipped with a new vertical turbine pump. The well water will be pumped through the SMWFDS prior to entering a holding tank where sodium hypochlorite disinfectant will disinfect the fresh water prior to entering the booster pump basin (or planned ground storage tank). Finally, horizontal close coupled pumps placed adjacent to the basin/tank will pump the treated water into the existing reclaimed water distribution system located adjacent to the proposed site.

#### TASKS:

#### Task 1: Pre-Design Study

**Deliverables:** The Grantee will perform a pre-design study of the Boyton Beach - Alternative Reclaimed Water Supply and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

**Documentation:** The Grantee will submit the final pre-design report.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

#### Task 2: Design and Permitting

**Deliverables:** The Grantee will complete the design of the Boyton Beach - Alternative Reclaimed Water Supply Project project facility and obtain all necessary permits for construction of the alternative water supply project.

DEP Agreement No. LP50130, Attachment 3, Page 1 of 5

**Documentation:** The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

#### Task 3: Bidding and Contractor Selection

**Deliverables:** The Grantee will prepare a bid package and publish notice and solicit bids, conduct pre-bid meetings, and respond to bid questions, in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the alternative water supply project.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid, 2) access to all inquiries, questions, and comments regarding the bid documents, if applicable, 3) the bid package 4) written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

#### Task 4: Project Management

**Deliverables:** The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s), and design professionals, and provide overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

#### Task 5: Construction

**Deliverables:** The Grantee will construct Boyton Beach - Alternative Reclaimed Water Supply Project in accordance with the construction contract documents.

DEP Agreement No. LP50130, Attachment 3, Page 2 of 5

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

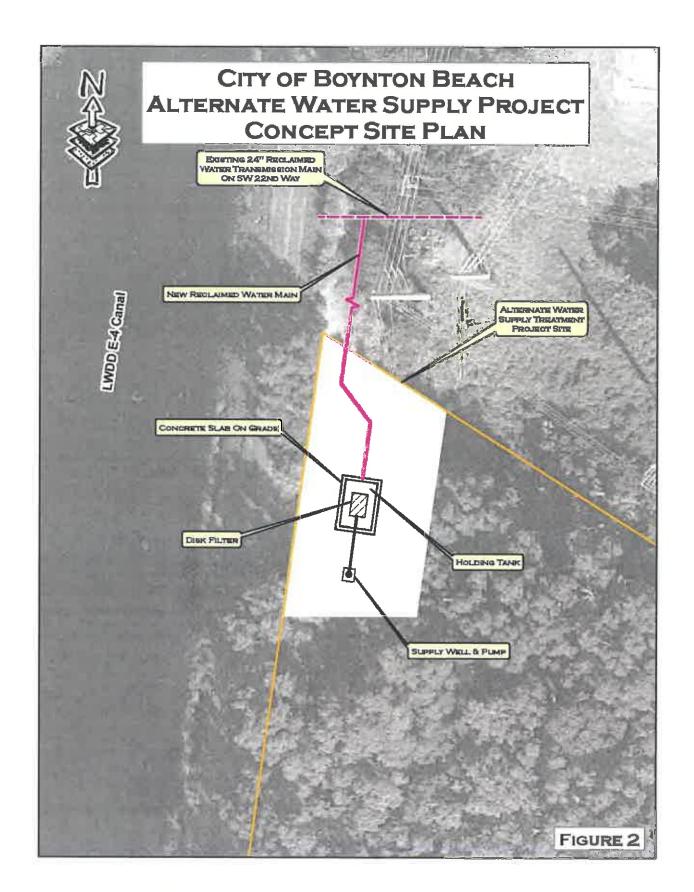
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly

#### PROJECT TIMELINE & BUDGET DETAIL:

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Pre- Design Study	Contractual Services	\$12,500	07/01/2018	01/31/2021
2	Design and Permitting	Contractual Services	\$45,000	07/01/2018	01/31/2021
3	Bidding and Contractor Selection	Contractual Services	\$2,500	07/01/2018	01/31/2021
4	Project Management	Contractual Services	\$25,000	07/01/2018	01/31/2021
5	Construction	Contractual Services	\$165,000	07/01/2018	01/31/2021
		Total:	\$250,000		

^{*} Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.





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## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Public Records Requirements

#### Attachment 4

#### 1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

  For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

Email: <u>public.services@floridadep.gov</u>

Mailing Address: Department of Environmental Protection

**ATTN: Office of Ombudsman and Public Services** 

**Public Records Request** 

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements

#### Attachment 5

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

- 1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
- 3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

DEP Agreement No. LP50130, Attachment 5, Page 1 of 5

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <a href="https://www.cfda.gov">www.cfda.gov</a>

#### **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <a href="http://www.negislature/swww.myflorida.com/">http://www.negislature/swww.myflorida.com/</a>. State of Florida's website at <a href="http://www.myflorida.com/">http://www.myflorida.com/</a>, Department of Financial Services' Website at <a href="http://www.nyflorida.com/audgen/">http://www.myflorida.com/audgen/</a>.

#### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

#### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

DEP Agreement No. LP50130, Attachment 5, Page 2 of 5

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

DEP Agreement No. LP50130, Attachment 5, Page 3 of 5

Electronically: FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

#### EXHIBIT-1

#### FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resou	Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:						
Federal			***		State		
Program		CFDA			Appropriation		
Number	Federal Agency	Number	CFDA Title	Funding Amount	Category		
				\$			

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:						
Federal					State	
Program					Appropriation	
Number	Federal Agency	CFDA	CFDA Title	Funding Amount	Category	
					_	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:							
State				CSFA Title		State	
Program		State	CSFA	or		Appropriation	
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category	
Original	General Revenue Fund,	2018-2019	37.039	Statewide Surface Water Restoration	\$250,000	140045	
Agreement	Line Item 1595A	2010-2019	37,039	and Wastewater Projects	\$250,000	140047	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Total Award \$250,000

DEP Agreement No. LP50130, Attachment 5, Exhibit 1, Page 5 of 5

Rev. 4/27/2018

## DEPARTMENT OF ENVIRONMENTAL PROTECTION Progress Report Form

#### Exhibit A

<b>DEP Agreement No.:</b>	LP50130	
Grantee Name:	City of Boynton Beach	
Grantee Address:		
Grantee's Grant Manager:		
Reporting Period:	Choose an item. Choose an item.	
<b>Project Number and Title:</b>		
A summary of project accomplish	ion for all tasks and deliverables identified in the ments for the reporting period, and comparison to	goals for the period. If
	ons why. Provide an update on the estimated time nticipated delays. Identify by task.	for completion of the
Use as many pages as necessary followed.	to cover all tasks in the Grant Work Plan. The follow	wing format should be
Task #: Description:  Progress for this reporting period	:	_
Identify any delays or problems e	encountered:	
Task #: Description: Progress for this reporting period	:	-
Identify any delays or problems e	encountered:	
This report is submitted in accordand accurately reflects the activit	dance with the reporting requirements of DEP Agre ies associated with the project.	ement No. LP50130
Signature of Grantee's Grant M	anager	Date

### EXHIBIT C PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.	Payment Request No	Request Date:
Grantee:		
(Name & Mailing Address)		
Grantee's Grant Manager		
Task No(s).	Task Amount(s) Requested: \$_	

#### GRANT EXPENDITURES SUMMARY SECTION

			WART SECTION		
AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	<b>\$</b> -
Task 6:	\$ -	\$ -	\$ -	\$ -	<b>s</b> -
Task 7:	<b>s</b> -	\$ -	\$ -	\$ -	<b>\$</b> -
Task 8:	\$ -	\$ -	\$ -	\$ -	<b>\$</b> -
Task 9:	\$ -	\$ -	\$ -	\$ -	<b>s</b> -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

#### GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

### **Grantee's Certification of Payment Request**

, on behalf of					
(Print name of <u>Grantee's</u>	Grant Manager designated in the Agreement)				
		, do hereby certify for			
(Print nan	ne of Grantee)				
DEP Agreement No	and Payment Request No	that:			
1. The disbursement amount reque	sted is for allowable costs for the project desc	ribed in Attachment 3 of the Agreement.			
	requested have been satisfactorily purchased are documented by invoices or other appropria	, performed, received, and applied toward ate documentation as required in the Agreement.			
3. The Grantee has paid such costs default of any terms or provisions		elating directly to the project; and the Grantee is not in			
Grantee's Grant M	anager's Signature	Grantee's Fiscal Agent Signature			
Print Name		Print Name			
Telephone Number		Telephone Number			

# **Engineer's Certification of Payment Request**

# ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I,	,	being the Professional	Engineer retained by
	(name of Professional Engineer)		
	,	am responsible for over	erseeing construction of the project
	(name of Grantee)		
des	scribed in the Agreement and do hereby certify that for DEP Agreem	ent No	_ and Payment Request No:
	All permits and approvals required for the construction, which is u     Payment is in accordance with construction contract provisions.	nderway, have been ob	tained.
3.	. Construction up to the point of this payment request is in complian	ce with the approved p	lans and permits.
4.	Equipment, materials, labor, and services represented by the construction applied to the project in accordance with construction contract doc Environmental Protection.		
	-	Sign	ature of Professional Engineer
			Ç
	<del>-</del>		Firm or Affiliation
	<u>-</u>		
		(Date)	(P.E. Number)

# INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

PAYMENT REQEUST NUMBER: Number of payment request

**REQUEST DATE:** Date request is submitted

**GRANTEE:** Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

**TASK NO.:** This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant **TASK AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUESTED*".

THIS REQUEST" column.

#### **GRANT EXPENDITURES SUMMARY SECTION:**

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of all Tasks on the "TOTAL BUDGET (ALL TASKS)" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL BUDGET (ALL

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. Do not enter anything in the shaded areas.

<u>"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:</u> Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "TOTAL PAYMENT REQUEST" line. **Do not enter anything in the shaded areas.** 

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL BUDGET (ALL TASKS)" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on

<u>"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN</u>: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL PAYMENT REQUEST." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.** 

**GRANTEE'S CERTIFICATION**: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the

**ENGINEER'S CERTIFICATION:** Must be signed by Professional Engineer when Construction is being requested for reimbursement.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

# REQUEST FOR PAYMENT – PART II

## REIMBURSEMENT DETAIL

Grantee Name:					Payment Rec	uest No.:	
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		<u> </u>
Totals:				\$ -	\$ -		

# **Instructions for Completing Request for Payment - Part II**

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
  - Local Share or Other Funding or Amount Not Requested: Portion of invoice paid for by Grantee, that is not
- 2 being requested for reimbursement by this grant
  - Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice
- 3 Amount (1).
  - **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not
- 4 applicable to that Task/Deliverable identified under (2).

#### **Submittal Instructions**

# **Instructions for E-mailing:**

The program now accepts reimbursement requests electronically, please E-mail to Water and Springs Restoration Program. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

## Be sure the E-mail payment request includes the following:

Cc: Department's Grant Manager

Subject: Project Number_Disbursement Number: example - LP14025_Disb 1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Proof of payment (copies of canceled checks, front and back or EFT verification)
- 5) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Mary-Elizabeth Parker 850-245-2818 Mary.E.Parker@dep.state.fl.us



#### **REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R18-155** - Approve Agreement for Special Magistrate Services and Authorize the City Manager to sign an Agreement for Special Magistrate Services with Carol Ellis, Esquire to be used on an alternate basis.

#### **EXPLANATION OF REQUEST:**

In the past six months or so using the current Special Magistrate, we have had two occasions that required her to miss a scheduled meeting. The first was in due to a medical issue. The second was due to an observed religious holiday falling on a day that the City was scheduled to have a hearing. Because of this issue staff had to cancel and reschedule a set hearing resulting in additional costs for postage and staff time. Staff recommends that the Commission approve an Alternate Special Magistrate to serve only in those instances when there is a conflict or otherwise inability on the part of the current Special Magistrate to be in attendance.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? It will provide for continuity of service

delivery.

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

# ATTACHMENTS:

Type

- Resolution
- Agreement

# Description

Resolution approving Agreement for Alternate Special Magistrate Services with Carol Ellis Agreement for Special Magistrate-Alternate

1	RESOLUTION NO. R18
2 3 4 5 6 7 8 9 10	A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING AN AGREEMENT FOR SPECIAL MAGISTRATE SERVICES WITH CAROL ELLIS, ESQUIRE TO SERVE AS ALTERNATE SPECIAL MAGISTRATE FOR COMMUNITY STANDARDS; AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT FOR SPECIAL MAGISTRATE SERVICES TO BE USED ON AN ALTERNATE BASIS; AND PROVIDING FOR AN EFFECTIVE DATE.
12	WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract
13	with Special Magistrates as an alternative method of hearing code enforcement cases; and
14	WHEREAS, recently, the current Special Magistrate has had two occasions that
15	required her to miss a scheduled meeting requiring staff to cancel and reschedule the hearing
16	resulting in additional costs for postage and staff time; and
17	WHEREAS, staff is recommending that the City Commission approve an Alternate
18	Special Magistrate to serve only in those circumstances that require the current Special
19	Magistrate to miss a schedule Community Standards Hearing; and
20	WHEREAS, Carol Ellis (hereinafter referred to as the "SPECIAL MAGISTRATE")
21	is the Owner and Managing Attorney at the Law Offices of Carol D. Ellis, P.A. and is
22	qualified to serve as the City's Special Magistrate; and
23	WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it to
24	be in the best interest of the citizens and residents of the City of Boynton Beach to approve an
25	Agreement for Special Magistrate Services with Carol Elis, Esquire to serve as Alternate
26	Community Standards Special Magistrate on an as needed basis and to authorize the City
27	Manager to sign the Agreement for Special Magistrate Services with Carol Ellis, Esquire.
28	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
29	THE CITY OF BOYNTON BEACH, FLORIDA:

)	<b>Section 1:</b> The foreg	going "WHEREAS" cla	auses are hereby ra	tified ar	nd confirmed
1	as being true and correct, and are	e incorporated herein b	y this reference.		
2	Section 2: That the	City Commission of	the City of Boyn	nton Be	each, Florida
3	hereby approves an Agreement	for Special Magistrat	e Services with C	arol Eli	s, Esquire to
1	serve as Alternate Community	Standards Special Ma	ngistrate on an as	needed	basis and to
5	authorizes the City Manager to s	sign the Agreement for	Special Magistrate	e Service	es with Carol
6	Ellis, Esquire, a copy of which is	s attached hereto as Ex	hibit "A".		
7	Section 3: This resolution	on shall become effective	ve upon its passage	and ad	option by the
3	City Commission.				
9	PASSED AND ADOPT	ED this da	ay of,	2018.	
) 1	CI	ITY OF BOYNTON B	EACH, FLORIDA		
<u>2</u> 3				YES	NO
1 5	M	[ayor – Steven B. Grant			
6	1,1	ayor steven B. Grund	•		
7	Vi	ice Mayor – Christina I	L. Romelus		
3	Co	ommissioner – Mack M	<b>1</b> cCray		
) 1	Co	ommissioner – Justin K	Catz		
<u>2</u> 3	Co	ommissioner – Joe Cas	ello		
‡ 5					
;			VOTE		_
3	ATTEST:				
)					
1 2 3 4 5	Judith A. Pyle, CMC City Clerk				
	(Corporate Seal)				

#### AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT, made and entered into the	day of	
2018 by and between:		

CITY OF BOYNTON BEACH, a Florida municipal corporation, having the address, 3301 Quantum Boulevard, Ste. 101, Boynton Beach, Florida 33426 (hereinafter referred to as "CITY"),

#### AND

Law Offices of Carol D. Ellis, P.A., a Florida corporation, having the business address of 500 Australian Avenue, Suite 600, West Palm Beach, FL, 33410

#### WITNESSETH:

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract with Special Magistrates as an alternative method of hearing code enforcement cases; and

WHEREAS, on December 13, 2017, the City issued a Request for Quotations for Community Standards Special Magistrate Services. On or about December 26, 2017, Carol D. Ellis submitted a written response to the City's Request for Quotations; and

WHEREAS, Carol D. Ellis (hereinafter referred to as the "SPECIAL MAGISTRATE") is the Director at Law Offices of Carol D. Ellis, P.A. and is qualified to serve as the City's Special Magistrate; and

WHEREAS, the SPECIAL MAGISTRATE is not a charter officer of the City of Boynton Beach; and

WHEREAS, the SPECIAL MAGISTRATE is not an officer pursuant to Article II, Section 5(a) of the Florida Constitution; and

WHEREAS, the SPECIAL MAGISTRATE serves at the pleasure and at the will of the City Commission of CITY; and

WHEREAS, CITY and SPECIAL MAGISTRATE, wish to enter into this Agreement in order to set out the terms and conditions related to this appointment;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and SPECIAL MAGISTRATE agree as follows:

**Section 1.** Recitals. The above recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

Section 2. Designee. SPECIAL MAGISTRATE shall serve as the designee of Carol D. Ellis, P.A., and shall be responsible for fulfilling all of the City of Boynton Beach Community Standards Alternate Special Magistrate obligations as set forth herein.

#### Section 3. Services.

- A. SPECIAL MAGISTRATE agrees to provide Special Magistrate services by adjudicating code enforcement cases that may be assigned to SPECIAL MAGISTRATE by CITY. The dates and times of the Special Magistrate hearings shall be established by the CITY and may be amended from time to time. SPECIAL MAGISTRATE understands that Special Magistrates may be utilized for hearings on an as needed basis, but with a least 48 hours notice.
  - SPECIAL MAGISTRATE is authorized to hear cases involving but not limited to, vacant properties, multi-family residential properties, neighborhood preservation, non-residential properties, cases involving an immediate threat to health and safety, among other violations of the City Code.
- B. SPECIAL MAGISTRATE agrees that at the conclusion of each hearing, a written order, which shall include findings of fact and conclusions of law, shall be promptly prepared and executed by SPECIAL MAGISTRATE, and furnished to the CITY. The CITY shall be responsible for furnishing a copy of the order to the applicable parties.
- C. SPECIAL MAGISTRATE is an independent contractor under this Agreement. Services provided by SPECIAL MAGISTRATE shall not be as officer or employee of CITY.
- D. SPECIAL MAGISTRATE acknowledges that she is a member in good standing of the Florida Bar engaged in the private practice of law. Further, SPECIAL MAGISTRATE acknowledges that she has no existing client relationship which would pose a conflict of interest to her service as a Special Magistrate for CITY.
- E. SPECIAL MAGISTRATE affirms that upon receipt of each Community Standards Agenda, she will conduct a conflict check to confirm that she does not have a client relationship with any of the respondents on the docket. In the event of such conflict, SPECIAL MAGISTRATE will immediately notify the CITY's Community Standards Department so that the item can be removed from the Agenda.
- F. SPECIAL MAGISTRATE understands and acknowledges that she may not serve as Special Magistrate for more than one public entity.

## **Section 4. Payment.**

- A. CITY agrees to pay SPECIAL MAGISTRATE \$100.00 per hour or fractional part thereof for time spent by the SPECIAL MAGISTRATE in preparation and research for special Magistrate hearings, for attendance at such hearings, and if required, for drafting appropriate orders and documents which result from such hearings.
- B. SPECIAL MAGISTRATE agrees to provide CITY with a monthly invoice outlining the services provided and time billed as SPECIAL MAGISTRATE under the conditions set out in this agreement. Such invoice shall be submitted to:

City of Boynton Beach Community Standards Department 3301 Quantum Blvd. Boynton Beach, FL 33426

C. Payment shall be made to the SPECIAL MAGISTRATE and sent by First Class U.S. Mail to:

Carol D. Ellis, P. A. 500 Australian Avenue West Palm Beach, FL 33410 ATTN: Ms. Carol D. Ellis, Esquire

# **Section 5. Term of Agreement.**

- A. This Agreement shall be effective upon contract execution and shall be effective for an initial one year term, with the option for three one-year renewals. This Agreement with the SPECIAL MAGISTRATE may be terminated by the City at any time and for any reason, without cause. The SPECIAL MAGISTRATE acknowledges that she serves at the will and pleasure of the City Commission.
- B. The Agreement with the SPECIAL MAGISTRATE may be terminated at any time by the City and without cause. The Agreement may be terminated by SPECIAL MAGISTRATE upon thirty (30) calendar days' written notice to the CITY. The notices specified herein shall be sent to the address set forth in Section 4, *supra*.

# **Section 6. Amendments; Assignments.**

- A. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.
- B. SPECIAL MAGISTRATE agrees that the services provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior written consent of CITY.

**IN WITNESS WHEREOF**, the CITY OF BOYNTON BEACH AND SPECIAL MAGISTRATE have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:	CITY OF BOYNTON BEACH, FLORIDA
Judy Pyle, City Clerk	BY: Lori LaVerriere, City Manager
APPROVED AS TO FORM:	:
OFFICE OF THE CITY ATT	FORNEY SPECIAL MAGISTRATE
State of	BY: Carol D. Ellis, Esq.
The foregoing instru	ment was acknowledged before me, the undersigned Notary Public la, on this, the day of, 20 by
WITNESS my hand and official seal	Notary Public, State of
	Printed, typed or stamped name of Notary Public exactly as commissioned Personally known to me, or Produced identification:
	(type of identification produced)



REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-031 - 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 advocacy and lobbying.

#### **EXPLANATION OF REQUEST:**

Ordinance

Commissioner Casello requested to discuss the topic of prohibiting board members from engaging in advocacy or lobbying City staff, City Commission, CRA Board on matters that come before that board that the member serves. At the October 2, 2018 City Commission meeting the Commission directed that the Ordinance be presented for consideration.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A				
FISCAL IMPACT: None				
ALTERNATIVES: Do not approve Ordinance				
STRATEGIC PLAN:				
STRATEGIC PLAN APPLICATION:				
CLIMATE ACTION: No				
CLIMATE ACTION DISCUSSION:				
Is this a grant? No				
Grant Amount:				
ATTACHMENTS:				
Type Description				

Ordinance prohibiting Board Member Advocacy

1	ORDINANCE NO. 18
2	AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA,
3 4	AMENDING PART II. "CODE OF ORDINANCES," CHAPTER 2,
5	"ADMINISTRATION," ARTICLE I, "IN GENERAL," SECTION 2-15
6	"LIMITATION ON BOARD MEMBER ADVOCACY AND
7	LOBBYING"; PROVIDING FOR DEFINITIONS; PROVIDING FOR
8 9	PENALTY FOR VIOLATION; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE
10	CONFEREIS, SEVERABILITY, AND AN EFFECTIVE DATE
11	WHEREAS, individuals who serve on City Boards by appointment of the City
12	Commission hold a trusted position which requires them to adhere to more stringent rules of
13	conduct and to avoid any appearance that a Board Member is using his or her position to
14	influence others to take or fail to take any action or to secure a special privilege, benefit, or
15	exemption for himself, herself, or any others; and
16	WHEREAS, the Commission finds that the benefits of limiting City Board Member's
17	right to speak at City Commission and Community Redevelopment Agency meetings
18	outweighs the rights of those Member's to speak as individuals on matters which come before
19	the Board on which the Member serves; and
20	WHEREAS, the City Commission deems it to be in the best interest of the citizens
21	and residents of the City to amend Part II, Chapter 2, Article 1, "In General", of the Code of
22	Ordinances, Section 2-16 to add sub-section (5) limiting Board Members from advocating or
23	lobbying on matters which have come or will come before the Board Member's Board.
24	NOW THEREFORE BE IT ORDAINED BY THE CUTY COMMISSION OF
25 26	NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA AS FOLLOWS:
27	
28	<b>Section 1.</b> The foregoing "Whereas" clauses are hereby ratified and confirmed as being
29 20	true and correct and are hereby made a part of this Ordinance.
30 31	Section 2. Part II, Chapter 2, "Administration" Article I, "In General," Section 2-15 is
32	hereby amended as follows:
33	
34 35	Sec. 2-15 Limitation on Board Member advocacy and lobbying.
36	a) For purposes of this section the term "advocate" means to communicate without
37	economic consideration for the passage or defeat of any measure that comes before
38	the City Commission or CRA Board for approval.

69

70	h) <b>In addition to any penaltie</b>	s provided for in the Palm Beach Cou	nty Co	ode of Ethics,
71	a violation of the prohibits	s set forth in this section is grounds	for rei	moval by the
72	City Commission of the Bo	oard member from the City Board(s)	to whi	ch the Board
73	Member has been appoint	<u>ed.</u>		
74				
75	Section 3. All Ordinance	es or parts of Ordinances, Resolutions or	r parts (	of Resolutions
76	in conflict herewith be and the same	are hereby repealed to the extent of such	n confli	ct.
77	<b>Section 4.</b> If any clause,	section, or other part or application of th	is Ordi	nance shall be
78	held by any court of competent jurisc	diction to be unconstitutional or invalid,	such un	constitutional
79	or invalid part or application shall be	e considered as eliminated and so not aff	ecting	the validity of
80	the remaining portions or application	ns remaining in full force and effect.		
81	<b>Section 5.</b> This Ordinan	nce shall become effective on passage.		
82	FIDCE DE ADING (L.)	J f 2019		
83 84	FIRST READING this	day of, 2018.		
85	SECOND, FINAL READI	ING AND PASSAGE this day of	•	
86	, 2018.	au, or		
87				
88		CITY OF BOYNTON BEACH, FLO	ORIDA	
89			VEC	NO
90 91			YES	NO
92		Mayor – Steven B. Grant		
93		, and the second		
94		Vice Mayor – Christina L. Romelus		
95 96		Commissioner – Mack McCray		
97		·		
98 99		Commissioner – Justin Katz		<del></del>
100		Commissioner – Joe Casello		· ——
101 102		VOTE		
103	ATTEST:			_
104				
105 106				
107	Judith A. Pyle, CMC	_		
108	City Clerk			
109 110	(Corporate Seal)			



**REQUESTED ACTION BY COMMISSION:** Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD** 

Iown 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:



#### **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



#### **REQUESTED ACTION BY COMMISSION:**

The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019.

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: